UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937

DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF THE STEPHAN CO. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT A CHAPTER 11 PLAN OF REORGANIZATION FOR THE STEPHAN CO. THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT.

THE PLAN OF REORGANIZATION PROVIDES FOR A "TALC PERSONAL INJURY CHANNELING INJUNCTION" PURSUANT TO SECTION 524(g) OF THE BANKRUPTCY CODE. FOR A DESCRIPTION OF THE CAUSES OF ACTION TO BE ENJOINED AND THE IDENTITIES OF THE ENTITIES THAT WOULD BE SUBJECT TO SUCH INJUNCTION, SEE ARTICLE VIII OF THE PLAN AND ARTICLE VII AND SECTION VIII.E OF THIS DISCLOSURE STATEMENT.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

The Stephan Co. (the "Debtor"), a chapter 11 debtor and debtor in possession, is providing you this document and the accompanying materials (this "Disclosure Statement") because you may be a creditor entitled to vote to accept or reject the *Plan of Reorganization of The Stephan Co. Pursuant to Chapter 11 of the Bankruptcy Code* (including all exhibits and schedules attached thereto, and as may be amended, supplemented, or modified from time to time, the "Plan"),[2] which is attached hereto as **Exhibit A**.

The Debtor recommends that the Holders of Talc Personal Injury Claims (as defined below), the only class of claims entitled to vote on the Plan, accept the Plan. The Debtor currently has pending against it just under 600 Talc Personal Injury Claims in state and federal courts across the country. Absent the confirmation of this Plan and its implementation, this case would likely be dismissed or converted to a liquidation and those cases would proceed in those courts and the Debtor's known insurance assets and other assets—assuming that the cases were settled at the

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.
[2] Unless otherwise defined in this Disclosure Statement, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

average settlement amount that prevailed in the 15 cases previously settled—would allow for payment in less than 40 of those cases. If the cases settled at the highest prevailing settlement amount, the plaintiffs in only 9 cases would receive payment. The purpose of this Plan is to shepherd those insurance and other assets such that each Holder of a legitimate and meritorious Talc Personal Injury Claim has an opportunity for some compensation from the Debtor's available assets, including insurance.

The Debtor commenced its voluntary case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code") by filing a voluntary petition with the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court") on November 26, 2025 to seek certain relief provided under the Bankruptcy Code and to address and comprehensively resolve the Debtor's liability for talc- and/or asbestos-related personal injuries by confirming a plan of reorganization that incorporates an insurance policy buyback and provides for the creation of a trust under section 524(g) of the Bankruptcy Code to resolve all such personal injury claims. Following the Petition Date, on March 16, 2026, the Debtor filed a motion seeking entry of an order of the Bankruptcy Court (a) conditionally approving the Disclosure Statement for the Plan (including all exhibits thereto and as may be amended, supplemented, or modified from time to time, the "Disclosure Statement") as providing adequate information within the meaning of section 1125(a) of the Bankruptcy Code; (b) scheduling a combined hearing (the "Combined Hearing") to consider the adequacy of the Disclosure Statement and confirmation of the Plan; (c) approving the form, manner and scope of mailed and published notices of the Combined Hearing and the time fixed to (i) vote on the Plan, and (ii) file objections to confirmation of the Plan and final approval of the Disclosure Statement; (d) establishing procedures (the "Voting Procedures") for solicitation and tabulation of votes on the Plan; (e) approving the form of Ballots (including Master Ballots); and (f) granting related relief.

The Bankruptcy Court may order additional disclosures.

The deadline for the Holders of Talc Personal Injury Claims in Class 4 (the only Class of Claims or Interests entitled to vote on the Plan) (the "Voting Holders") to vote to accept or reject the Plan is *________, 2026 at 4:00 p.m. (ET)* (the "Voting Deadline")[3], unless the Debtor extends the Voting Deadline, in which case such extended deadline shall be the applicable Voting Deadline. To be counted, a Ballot or Master Ballot (as described herein) to accept or reject the Plan indicating such acceptance or rejection must be actually received by the Debtor's Claims Agent, Kroll Restructuring Administration LLC, no later than the Voting Deadline, as described herein. Voting Holders or their authorized representatives should refer to the enclosed Ballots or Master Ballots, as applicable, for further instructions on how to vote on the Plan.

Please note that the description of the Plan provided throughout this Disclosure Statement is only a summary provided for convenience. For a complete understanding of the Plan, you should read the Plan in its entirety. The Plan is attached hereto as Exhibit A. In

---

[3] All deadlines regarding Plan confirmation will be established at the initial hearing on the Conditional Approval Motion (as defined below, and the preliminary hearing thereon, the "Conditional Approval Hearing") to be scheduled by the Bankruptcy Court. Accordingly, and until such time as those deadlines are determined, those dates remain blank herein.

the case of any inconsistency between the summary of the Plan in this Disclosure Statement and the Plan, the Plan will govern. The Debtor cannot assure you that the version of the Disclosure Statement, including any Exhibits thereto, that is ultimately approved by the Bankruptcy Court in this Chapter 11 Case will not contain different, additional, or material terms that do not appear in this Disclosure Statement. The Debtor urges each Voting Holder (i) to read and consider carefully this entire Disclosure Statement, including the Exhibits attached hereto, and (ii) to consult with its own advisors with respect to reviewing this Disclosure Statement, the Plan and each of the proposed transactions contemplated thereby prior to deciding whether to accept or reject the Plan. You should not rely on this Disclosure Statement for any purpose other than to determine whether to vote to accept or reject the Plan.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims against, and Holders of Interests in, the Debtor (including, without limitation, those Holders of Claims or Interests, including Holders of Talc Personal Injury Claims, who do not submit Ballots or Master Ballots to accept or reject the Plan or who are not entitled to vote on the Plan) will be bound by the terms of the Plan and the transactions contemplated thereby.

DISCLAIMER

This Disclosure Statement provides information regarding the Plan. The Debtor and other Plan Proponents believe that the Plan is in the best interests of all stakeholders and urge all Voting Holders, *i.e.*, all Holders of Talc Personal Injury Claims, to vote in favor of the Plan.

The Bankruptcy Court has reviewed and approved, on a preliminary basis, this Disclosure Statement. The Disclosure Statement and the Plan have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state or foreign regulatory authority, and neither the SEC nor any state or foreign regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Rule 3016 of the Bankruptcy Rules, and not necessarily in accordance with federal or state securities laws or other non-bankruptcy law. This Disclosure Statement was prepared with the intent to provide "adequate information" (as defined in the Bankruptcy Code) to enable Holders of Claims (and specifically, Talc Personal Injury Claims as the only Class that may vote on the Plan) against the Debtor to make informed judgments about the Plan. Neither the solicitation of votes in connection with the Plan nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Unless the context requires otherwise, references to "*we*," "*our*" and "*us*" are to the Debtor.

Confirmation of the Plan and effectiveness of the Plan are subject to certain material conditions precedent described herein and in the Plan. The Debtor gives no assurance that the Plan will be confirmed, or if confirmed, that the conditions precedent to the occurrence of the Effective

Date will be satisfied (or waived).

The Debtor and other Plan Proponents encourage you to read this Disclosure Statement in its entirety, including without limitation the Plan (and all other Exhibits hereto) and Article X hereof, entitled "Risk Factors," before submitting a Ballot or Master Ballot to vote on the Plan.

Summaries of the Plan and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan and the Plan Supplement (which document will be filed in advance of the Voting Deadline), as applicable, and the summaries of the financial information and the documents attached to this Disclosure Statement or otherwise incorporated herein by reference are qualified in their entireties by reference to those documents. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and the Debtor gives no assurance that the statements contained herein will be correct at any time after such date. Except as otherwise provided in the Plan or in accordance with applicable law, the Debtor is under no duty to update or supplement this Disclosure Statement.

The information contained in this Disclosure Statement is included for purposes of soliciting acceptances to, and Confirmation of, the Plan and may not be relied on for any other purpose. The Debtor believes that the summaries of certain provisions of the Plan and certain other documents and financial information contained or referenced in this Disclosure Statement are fair and accurate. The summaries of the financial information and the documents attached to this Disclosure Statement, including, but not limited to, the Plan, or otherwise incorporated herein by reference, are qualified in their entireties by reference to those documents.

The Debtor has sought to ensure the accuracy of the financial information provided in this Disclosure Statement, but the financial information contained in, or incorporated by reference into, this Disclosure Statement has not been, and will not be, audited or reviewed by the Debtor's independent auditors unless explicitly stated herein. The financial projections attached as an exhibit to the Plan Supplement and described in this Disclosure Statement (the "Financial Projections") and the liquidation analysis (the "Liquidation Analysis") attached as a separate exhibit to the Plan Supplement and briefly discussed herein, have been prepared by the Debtor's management in consultation with their advisors. The Financial Projections, while presented with numerical specificity, necessarily are based on a variety of estimates and assumptions that are inherently uncertain and may be beyond the control of the Debtor. Important factors that may affect actual results and cause the management forecasts to not be achieved include, but are not limited to, risks and uncertainties relating to the Debtor's business operations (including the Debtor's ability to achieve strategic goals, objectives and targets over applicable periods), industry performance, the regulatory environment, general business and economic conditions and other factors. The Debtor cautions that no representations can be made as to the accuracy of these Financial Projections or to the ultimate performance of the Reorganized Debtor compared to the information contained in the forecasts or that the forecasted results will be achieved. Therefore, the Financial Projections may not be relied upon as a guarantee or other assurance that the forecasted results will occur.

Regarding contested matters, adversary proceedings, and other pending, threatened, or potential litigations or other actions, this Disclosure Statement does not constitute, and may not be construed as, an admission of fact, liability, stipulation, or waiver by the Debtor or any other party, but rather as a statement made in the context of settlement negotiations in accordance with Rule 408 of the Federal Rules of Evidence. As such, this Disclosure Statement shall not be admissible in any non-bankruptcy proceeding involving the Debtor or any other party in interest, nor shall it be construed to be conclusive advice on the tax, securities, financial or other effects of the Plan to Holders of Claims or Interests or any other party in interest.

The Debtor makes statements in this Disclosure Statement that are considered forward-looking statements under the federal securities laws. Statements concerning these and other matters are not guarantees of the Debtor's future performance. Such forward-looking statements represent the Debtor's estimates and assumptions only as of the date such statements were made and involve known and unknown risks, uncertainties, and other unknown factors that could impact the Debtor's restructuring plans or cause the actual results of the Debtor to be materially different from the historical results or from any future results expressed or implied by such forward-looking statements. In addition to statements that explicitly describe such risks and uncertainties, readers are urged to consider statements labeled with the terms "believes," "belief," "expects," "intends," "anticipates," "plans," or similar terms to be uncertain and forward-looking. There can be no assurance that the restructuring and associated Restructuring Transactions (as described herein) will be consummated. Creditors and other interested parties should see Article X of this Disclosure Statement, entitled "Risk Factors," for a discussion of certain factors that may affect the Plan and Reorganized Debtor.

TABLE OF EXHIBITS

ARTICLE I.
INTRODUCTION — SUMMARY

A. Overview

The purpose of this Disclosure Statement is to describe the Plan and its provisions and provide certain information, as required of the Debtor under section 1125 of the Bankruptcy Code, to claimants who have the right to vote on the Plan so that they can make an informed decision in doing so. Holders of Talc Personal Injury Claims[4] are the only claimants entitled to vote on the Plan. Therefore, as further explained below, the law firms representing Holders of Talc Personal Injury Claims for which the Debtor has contact information in the Debtor's claims database for such Holders' attorneys of record will receive Master Ballots. Holders of Talc Personal Injury Claims, whether or not the Debtor maintains an attorney of record in the Debtor's claims database for such person, and that is a Known[5] Holder of a Talc Personal Injury Claim will also receive individual Ballots to enable them to vote to accept or reject the Plan.

This Disclosure Statement includes, among other things, (1) information pertaining to the Debtor's prepetition business operations and financial history and the events leading to the filing of the Chapter 11 Case, (2) information respecting significant events that are anticipated to occur during the Chapter 11 Case, including the Confirmation process, (3) an overview of the Plan, which sets forth certain terms and provisions of the Plan, the effects of confirmation of the Plan,

[4] As used herein, a "Talc Personal Injury Claim" means any Claim or Demand against the Debtor or any other Protected Party, whether known or unknown, including with respect to any manner of alleged bodily injury, death, sickness, disease or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries or harms (whether physical, emotional, or otherwise and whether or not diagnosable or manifested before the Effective Date), directly or indirectly arising out of or relating to the presence of or exposure to talc, asbestos, or talc-containing or asbestos-containing products in connection with alleged pre-Effective Date acts or omissions of the Debtor. Talc Personal Injury Claims include, without limitation, any such Claims or Demands directly or indirectly arising out of or relating to: (a) any products previously processed, manufactured, purchased, sold, and/or distributed by the Debtor or based on conduct or status for which the Debtor has liability or is alleged to have liability; (b) any materials present at any premises owned, leased, occupied, or operated by the Debtor or for which the Debtor has, or is alleged to have, liability; or (c) any talc, talc-containing, or allegedly asbestos-containing product sold by the Debtor. Talc Personal Injury Claims include all such claims, whether: (1) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity or admiralty, whether brought, threatened, or pursued (including but not limited to in any United States court or court or other proceeding anywhere in the world); (2) seeking compensatory, special, economic, non-economic, punitive, exemplary, or administrative damages, or any other costs, fees, penalties, injunctive or similar relief, or any other measure of damages; (3) seeking any legal, equitable or other relief of any kind whatsoever, including in the nature of alter ego, veil piercing, successor, or vicarious liability, mere continuation, fraudulent transfer, fraudulent conveyance, or conspiracy, and including, for the avoidance of doubt, any claims arising out of or relating to the presence of or exposure to talc, asbestos, talc-containing or asbestos-containing products assertable against the Debtor or any other Protected Party; or (4) held by claimants residing within the United States or in a foreign jurisdiction. Talc Personal Injury Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Personal Injury Claim" includes, without limitation (i) 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; and (ii) Indirect Talc Personal Injury Claims.

[5] "Known", with respect to Talc Personal Injury Claims, means any such claim (i) listed on the Debtor's as-filed Schedules; or (ii) regarding which the Debtor has received notice in a timely manner on/or prior to the Voting Record Date sufficient to provide the Debtor with knowledge of such asserted Talc Personal Injury Claim.

alternatives to the Plan, certain tax consequences and risk factors associated with the Plan, and the manner in which distributions will be made under the Plan, (4) an overview of the discussions leading to the formulation of the Plan, (5) a discussion of the Talc Personal Injury Trust and the Talc Personal Injury Channeling Injunction; and (6) a discussion of the procedures for voting that must be followed by the Holders of Talc Personal Injury Claims entitled to vote on the Plan in order for their votes to be counted.

The centerpiece of the Plan is the creation and funding of a Talc Personal Injury Trust under sections 105 and 524(g) of the Bankruptcy Code and the Talc Personal Injury Channeling Injunction that will channel all Talc Personal Injury Claims to the Talc Personal Injury Trust. The scope of the Talc Personal Injury Channeling Injunction will, *inter alia*, cover all current and future Talc Personal Injury Claims (including Demands) based in whole or in part on allegations that the Debtor's prior subsidiary (merged into the Debtor in 2016) manufactured and/or supplied talc products allegedly containing asbestos and which products allegedly caused harm to the plaintiffs. The Talc Personal Injury Channeling Injunction will enjoin all Talc Personal Injury Claims, in any jurisdiction, that are asserted against the Debtor, the Reorganized Debtor, or any of the other Protected Parties, including, without limitation, the Non-Debtor Affiliates and any Settling Insurer. Section VIII.C. of the Plan sets forth the Talc Personal Injury Channeling Injunction and Section I.A.113. of the Plan lists the Protected Parties thereunder.

The Talc Personal Injury Trust on the Effective Date will be funded from the cash proceeds of the FFIC Settlement Agreement, which provides, among other things, for FFIC to buy back all of its relevant insurance policies in exchange for receiving the releases and other benefits provided for under the Plan as detailed below. In addition, that trust will be funded with the Debtor Contributed Cash, which consists of Cash in the amount remaining in the Professional Fee Escrow Account after payment of all Allowed Professional Fees, which amount shall be contributed to the Talc Personal Injury Trust.

The Talc Personal Injury Trust will also receive, on the Effective Date of the Plan, the Trust Note in the amount of One Million Dollars ($1,000,000). The Trust Note is a promissory note to be issued by the Non-Debtor Affiliates to the Talc Personal Injury Trust in the original principal sum of One Million Dollars ($1,000,000) bearing interest at five percent (5%) per annum with a five-year maturity. Principal and interest payments shall be paid on an annual basis. The Trust Note shall be guaranteed by the Reorganized Debtor pursuant to the Debtor Guaranty and such Debtor Guaranty shall be secured by a lien on 50.1% of the stock of Reorganized Debtor which stock shall be issued pursuant to the Plan for such purpose. The Trust Note shall be prepayable in whole or in part at any time at par plus accrued interest without any prepayment premium or penalty.

Finally, the Debtor will assign to the Trust all of its Talc Personal Injury Insurance Assets not subject to the FFIC Settlement Agreement consisting of, without limitation, all of its rights under any other relevant insurance policies, known or unknown, and including, without limitation, all policies issued by Liberty Mutual Insurance Company or its affiliates, successors and/or predecessors (collectively "Liberty").

Absent confirmation and effectiveness of the Plan, the funding from the Non-Debtor Affiliates to the Talc Personal Injury Trust would not otherwise be available to Holders of Talc

Personal Injury Claims. (The Non-Debtor Affiliates, with the exception of one claim against Morris Flamingo which has not progressed since filing, have not been the subject of Talc Personal Injury Claims). Without the benefit of the section 524(g) trust structure proposed for the Plan, any existing or possible insurance coverage would quickly be exhausted by the earliest of settlements and/or judgments. Furthermore, given the Debtor's financial condition and faced with an untenable and rapidly growing volume of Talc Personal Injury Claims and the near-term exhaustion of insurance coverage, failing approval of the Plan, the Debtor would be forced to shutter its operations and liquidate, resulting in no return to most if not all Holders of Talc Personal Injury Claims. The Plan, if approved, avoids this harsh result and provides for the best possible outcome under the circumstances for all of the Debtor's stakeholders, including Holders of Demands.

The assets of the Talc Personal Injury Trust are limited and must be managed by the Talc Personal Injury Trustee to ensure that funds are available to pay all current and future Holders of Talc Personal Injury Claims (including Demands) that qualify for payment under the Talc Personal Injury Trust Distribution Procedures. Nevertheless, for the reasons detailed in this Disclosure Statement and the Plan Supplement, the Debtor believes that there will be substantially more assets available to pay claimants under the Plan than would be the case if there were no Plan and the Debtor were forced to liquidate.

All other Holders of Allowed secured and unsecured claims (other than Talc Personal Injury Claims) are proposed to be rendered unimpaired by the Plan.

The Debtor estimates that the total Allowed amount of all prepetition General Unsecured Claims other than Talc Personal Injury Claims, and/or Intercompany Claims (which will be reinstated under the Plan) will be relatively *de minimis*. In any event, the Debtor has obtained or will obtain under this Plan relief to pay and satisfy prepetition claims of ordinary course unsecured creditors in the ordinary course of business.

The Plan provides that all Classes of Claims other than Talc Personal Injury Claims will be Unimpaired. As noted, the Debtor has obtained or will obtain by this Plan the Bankruptcy Court's approval to pay General Unsecured Claims (other than Talc Personal Injury Claims) in the ordinary course during the Chapter 11 Case, as appropriate. The Holders of such Claims are directed to other portions of this Disclosure Statement and to the Plan for a more detailed discussion of the treatment of such Claims.

B. FFIC Settlement

As of the Petition Date, the Debtor believed, based on its initial investigation of the historical insurance policies issued to it, that its agreed current insurance coverage would eventually (and in the relative near-term) be exhausted by settlements reached in a relatively small number of cases compared to the hundreds of pending cases. The Debtor further believed that, once its agreed insurance coverage was exhausted and funding for the costs of defense by one of the Insurers also ceased, its existing assets would be insufficient to cover even a fraction of such liabilities.

Consequently, the Debtor and FFIC discussed a consensual settlement to resolve all FFIC coverage issues resulting from the increasing volume of Talc Personal Injury Claims. Pursuant to these discussions, the Debtor and FFIC entered into the FFIC Settlement Agreement,[6] pursuant to which the Debtor will sell to FFIC, and FFIC will purchase from the Debtor, the FFIC Policies free and clear of all Interests for an amount equal to the aggregate remaining indemnity coverage limits for all of the known applicable policies. Upon the Debtor's receipt of the policy buyback payment (the "Settlement Amount"), FFIC will be deemed a Settling Insurer under the Plan and be entitled to the benefits of the Talc Personal Injury Channeling Injunction and the Stephan Discharge Injunction. One and a half million dollars ($1,500,000) of the proceeds from the Settlement Amount will fund the Professional Fee Escrow Account (with any surplus therefrom being part of the Debtor Contribution to the Talc Personal Injury Trust), and the remainder will be directly contributed to the trust.

C. The Talc Personal Injury Channeling Injunction

The Talc Personal Injury Channeling Injunction to be issued as part of the Plan will stay, restrain, bar, and enjoin Talc Personal Injury Claims against all Protected Parties, in their capacity as such, arising in any jurisdiction. **On and after the Effective Date, all present and future Holders of Channeled Claims shall be permanently and forever stayed, restrained, barred and enjoined from taking any actions for the purpose of, directly, indirectly, or derivatively, collecting, recovering, or receiving payment of, on, or with respect to any Channeled Claim other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.**

The Protected Parties include the Debtor, the Reorganized Debtor, the Non-Debtor Affiliates, and the Representatives or successors-in-interest of these parties, solely in their capacity as such, as set forth in the Plan. The Protected Parties also will include any Settling Insurer[7] that is party to an Insurance Settlement Agreement, such as FFIC.

The effect of "channeling" Talc Personal Injury Claims to the Talc Personal Injury Trust is that Talc Personal Injury Claims may only be pursued against, and paid from, the Talc Personal Injury Trust. Following the Effective Date of the Plan, current and future Talc Personal Injury Claims may not be continued or asserted against the Debtor, the Reorganized Debtor, or any other Protected Party in any court or other forum.

For the reasons detailed in this Disclosure Statement, the Debtor and other Plan Proponents believe that there will be substantially more assets available to resolve Talc Personal Injury Claims under the Plan than would be the case if there were no Plan because, among other reasons, the available insurance coverage amounts will not be fully dissipated to satisfy a relatively small number of claims, but will rather be fairly distributed such that all valid claims receive a distribution. In addition, the Debtor and Non-Debtor Affiliates will be contributing substantial

---

[6] The Debtor has or will file the *Debtor's Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019(a) for an Order (I) Approving the FFIC Settlement Agreement, Release and Policy Buyback, (II) Approving the Sale of the FFIC Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief* (the "FFIC Settlement Motion") seeking approval of the FFIC Settlement Agreement.

[7] "Settling Insurer" means FFIC, Fireman's Fund Insurance Company and any other Insurer that is party to an Insurance Settlement Agreement. A Settling Insurer's predecessors, successors, assigns, and Affiliates shall receive the benefits and protections afforded to a Settling Insurer under the Plan.

assets to the Talc Personal Injury Trust, which amounts would not be contributed otherwise.

Without the settlements and distribution procedures contemplated in the Plan, there likely would be considerable costly and time-consuming litigation. The Debtor's remaining assets would quickly be depleted defending, paying and/or settling pending talc claims, and the Debtor would eventually be forced to liquidate, with only a small percentage of claims receiving any amount of payment. Such further litigation and forced liquidation will be avoided through the Plan and settlements incorporated therein, including the establishment and funding of the Talc Personal Injury Trust. Absent the Plan, the Trust Note and the funds received from the policy buyback as part of the FFIC Settlement Agreement, which will serve as the initial funding sources for the Talc Personal Injury Trust, would not be available.

The Debtor vigorously disputes any and all talc-related or asbestos-related liability. However, the costs associated with continuing to litigate and settle the Talc Personal Injury Claims, especially once existing coverage is exhausted, are simply not sustainable. Therefore, the Debtor believes that the filing of the Chapter 11 Case and the creation of a trust under sections 105 and 524(g) is the most efficient and expeditious way for the Debtor to ensure that holders of current and future Talc Personal Injury Claims are treated in a fair and just manner. The tools and protections available in chapter 11 will facilitate the process leading to the confirmation of the Plan.

For these and other reasons explained in detail herein, the Plan and the settlement contained therein provide for the best possible outcome for all stakeholders under the circumstances, and the Plan Proponents believe and recommend that all Holders of Talc Personal Injury Claims who are entitled to vote should vote to accept the Plan.

RECOMMENDATION:

The Debtor, the other Plan Proponents and the Settling Insurer believe that the Plan provides a fair and reasonable recovery to holders of Talc Personal Injury Claims.

Furthermore, the Debtor and other Plan Proponents believe that the Plan is in the best interests of all creditors, including Holders of Talc Personal Injury Claims. Accordingly, the Plan Proponents urge you to vote to accept the Plan.

Please note that if there is any inconsistency between the Plan and the descriptions in this Disclosure Statement, the terms of the Plan will govern.

D. Summary of Classification and Treatment of Allowed Claims and Interests Under the Plan

Except for Administrative Expense Claims and Priority Tax Claims, which are not required to be classified, all Claims and Interests that arose prior to the Petition Date are divided into Classes under the Plan. The following chart summarizes the Plan's treatment of such Claims and Interests. This chart is only a summary, and reference should be made to the entire Disclosure Statement and the Plan for a complete description of the classification and treatment of Claims and Interests. The Debtor, moreover, with the consent of the other Plan Proponents, reserves the right to modify the Plan consistent with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery
N/A	Administrative Expense Claims	N/A	Unimpaired	100%
N/A	Priority Tax Claims	N/A	Unimpaired	100%
1	Priority Non-Tax Claims	Presumed to Accept	Unimpaired	100%
2	Secured Claims	Presumed to Accept	Unimpaired	100%
3	General Unsecured Claims	Presumed to Accept	Unimpaired	100%
4	Talc Personal Injury Claims	Entitled to Vote	Liability for all Talc Personal Injury Claims shall be channeled solely and exclusively to the Talc Personal Injury Trust and resolved in accordance with the Talc Personal Injury Trust Agreement and Talc Personal Injury Trust Distribution Procedures / Impaired	TBD[8]
5	Financing Facility Claims	Presumed to Accept	Unimpaired	100%
6	Intercompany Claims	Deemed to Accept	Unimpaired	100%
7	Debtor Equity Interests	Deemed to Accept	Unimpaired	100%

E. Talc Personal Injury Claims and Values for Plan Voting Purposes Only

The Talc Personal Injury Trust Distribution Procedures filed with the Plan Supplement (the "TDP") establish the conditions for potential compensation from the Talc Personal Injury Trust. To qualify for payment from the Talc Personal Injury Trust, claimants must submit specific

[8] The precise amount of Talc Personal Injury Claims is difficult to predict. However, the Talc Personal Injury Trust on the Effective Date will be funded with (i) the Debtor Contribution, which consists of the Debtor Contributed Cash, the Debtor Guaranty, the Pledge and Security Agreement and the Talc Personal Injury Insurance Assets (including the remaining proceeds of the FFIC Settlement and any and all rights under any policies issued by Liberty); and (ii) the Non-Debtor Affiliates Contribution, which consists of the Trust Note. This total amount of consideration exceeds any potential recovery available to Holders of Talc Personal Injury Claims in chapter 7 as detailed below in this Disclosure Statement.

medical and exposure evidence as provided in the TDP and meet all other terms and conditions of the TDP. The value of any particular Talc Personal Injury Claim cannot be determined at this time. Therefore, the Talc Personal Injury Claim values ***for voting purposes only*** shall be $1.00 per claim.

F. Plan for Solicitation

With the assistance of the Claims Agent, and subject to Bankruptcy Court approval, the Debtor plans to commence solicitation of the Plan with a proposed Voting Deadline of **__________, 2026 at 4:00 p.m. (ET)** (unless the Debtor extends the Voting Deadline, in which case such extended deadline shall be the applicable Voting Deadline).

If the Bankruptcy Court grants the *Debtor's Motion for Entry of Order (I) Conditionally Approving Disclosure Statement As Providing Adequate Information Within the Meaning of Section 1125(a) of the Bankruptcy Code; (II) Establishing Procedures for Solicitation and Tabulation of Votes on Plan of Reorganization; (III) Approving the Form of Ballots; (IV) Scheduling a Hearing on Confirmation of the Plan; (V) Approving the Form, Manner and Scope of Mailed and Published Notices of the Time Fixed to (A) Vote on the Plan, and (B) File Objections to Confirmation of the Plan; and (VI) Granting Related Relief* (the "Conditional Approval Motion"), contemporaneously filed herewith, and approves the solicitation procedures established therein, the Debtor will seek the requisite acceptances of the Plan and, assuming such acceptances are obtained, approval of this Disclosure Statement and the Plan as set forth in the order granting the Conditional Approval Motion.

ARTICLE II.
VOTING PROCEDURES AND REQUIREMENTS

A. Class Entitled to Vote on the Plan

The following Class is the only Class entitled to vote to accept or reject the Plan (the "Voting Class"):

Class	Claim or Interest	Status
4	Talc Personal Injury Claims	Impaired

If your Claim or Interest is not included in the Voting Class, you are not a Voting Holder and are not entitled to vote. If you are a Voting Holder (i.e., a Holder of a Talc Personal Injury Claim) or such Holder's representative, you should read your Ballot or Master Ballot and carefully follow the instructions included in the Ballot or Master Ballot. Please use only the Ballot or Master Ballot that the Claims Agent provides to you on behalf of the Debtor.

B. Votes Required for Acceptance by a Class

Under the Bankruptcy Code, as a condition to confirmation of a chapter 11 plan of reorganization, each class of impaired claims must vote to accept the Plan (except under certain circumstances).

Typically, a plan of reorganization is accepted by an impaired class of claims if holders of at least two-thirds in dollar amount and more than one-half in number of claims of those that vote in such class vote to accept the plan.

However, section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code provides that, for a debtor to establish a trust to assume its liabilities for asbestos-related personal injury, wrongful death, and/or property damage claims and receive the benefit of an injunction that channels liability for such claims, including Demands, to such a trust, at least seventy-five percent (75%) in number of those holders of claims that are to be addressed by the trust and who actually vote on the plan, must vote to accept the plan.

Accordingly, here, it is a condition to confirmation of the Plan that at least seventy-five percent (75%) in number of the holders of Talc Personal Injury Claims (Class 4) who actually vote on the Plan must have voted to accept the Plan and two-thirds (2/3) in amount of the Holders of Talc Personal Injury Claims who actually vote on the Plan must have voted to accept the Plan.

YOUR VOTE ON THE PLAN IS IMPORTANT. The Bankruptcy Code requires as a condition to confirmation of a plan of reorganization that each class that is impaired and entitled to vote under a plan votes to accept such plan, unless the plan is being confirmed under the "cramdown" provisions of section 1129(b) of the Bankruptcy Code.

C. Certain Factors to Be Considered Prior to Voting

There are a variety of factors that Voting Holders should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan and include:

- unless otherwise specifically indicated, the financial information contained in the Disclosure Statement, and the exhibits annexed hereto, has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and Disclosure Statement;

- although the Debtor believes that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtor can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan; and

- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Expense Claims, including Professional Fee Claims.

While these factors could affect distributions available to Holders of Talc Personal Injury Claims under the Plan, the occurrence or impact of such factors will not necessarily affect the validity of the vote of the Voting Class or necessarily require a re-solicitation of the Voting Holders. Holders of Class 4 Talc Personal Injury Claims and other interested parties should see Article X of this Disclosure Statement, entitled "Risk Factors," for a discussion of certain factors that may affect the Plan and the Reorganized Debtor.

D. Classes Not Entitled to Vote on the Plan

Under the Bankruptcy Code, holders of claims and interests are not entitled to vote if their contractual or other rights are unimpaired by the proposed plan (and they are thus deemed to accept the plan) or if they are deemed to reject because they will receive no property under the proposed plan on account of their claims or interests, as applicable, or are otherwise deemed to reject. Because the Holders of Priority Non-Tax Claims, Secured Claims, Financing Facility Claims, Intercompany Claims and the Holders of Interests in the Debtor are unimpaired under the Plan, the votes of such Holders will not be solicited and such Holders will be presumed to or deemed to accept the Plan.

The following Classes of Claims and Interests are not entitled to vote to accept or reject the Plan:

Class	**Claim or Interest**	**Status**	**Voting Rights**
1	Priority Non-Tax Claims	Unimpaired	Presumed to Accept
2	Secured Claims	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Financing Facility Claims	Unimpaired	Presumed to Accept
6	Intercompany Claims	Unimpaired	Deemed to Accept
7	Debtor Equity Interests	Unimpaired	Deemed to Accept

E. Cramdown

Section 1129(b) of the Bankruptcy Code permits confirmation of a plan of reorganization notwithstanding the nonacceptance of the plan by one or more impaired classes of claims or equity interests, so long as at least one impaired class of claims or interests votes to accept a proposed plan. Under that section, a plan may be confirmed by a bankruptcy court if it does not "discriminate unfairly" and is "fair and equitable" with respect to each non-accepting class.

The Debtor intends to pursue confirmation pursuant to section 1129(b) if the Holders of Interests in Class 7 are, notwithstanding their proposed treatment under the Plan, determined to be impaired. Since there is no class of interests junior to Class 7, confirmation should occur pursuant to that section.

F. Solicitation and Voting Procedures

Each Holder of a Talc Personal Injury Claim as of _________, 2026 (the "Voting Record Date") is entitled to vote to accept or reject the Plan and each Holder or such Holder's attorney of record shall receive the Solicitation Package (as defined below) in accordance with the solicitation procedures described herein. Without limitation, any individual Holder who filed a complaint in any state or federal forum or who has filed a proof of claim with the Bankruptcy Court in this Chapter 11 Case shall be considered a Holder of a Talc Personal Injury Claim.

The following summarizes the procedures for voting to accept or reject the Plan. Voting Holders and their representatives are encouraged to review the relevant provisions of the Bankruptcy Code and Bankruptcy Rules and/or to consult their own attorneys.

1. Solicitation Package

The following materials will be provided to each Holder of a Talc Personal Injury Claim or such Holders' attorneys of record as of the Voting Record Date, and together constitute the "Solicitation Package," which may be supplemented by the Debtor following the commencement of the Solicitation:

- a cover letter describing the contents of the Solicitation Package, and instructions for obtaining (free of charge) a copy of the Solicitation Package components of the Solicitation Package in a digital or electronic format, including via a QR code;

- the Disclosure Statement (with the Plan attached as an exhibit) (accessed via QR code);

- the Solicitation Procedures Order (without exhibits, except Exhibit 1 – the Voting Procedures) (accessed via QR code);

- the Combined Hearing Notice;

- the appropriate Ballot or Master Ballot, as applicable, and applicable voting instructions for the same solely for the holders of Class 4 Talc Personal Injury Claims entitled to vote on the Plan (the "Voting Instructions");

- detailed instructions on the options law firms have to ensure Solicitation Packages and Master Ballots are properly voted on behalf of their clients;

- a joint letter from the Talc Claimants' Committee and the Future Claimant's Representative recommending that holders of Talc Personal Injury Claims vote to accept the plan;

- pre-addressed, return envelopes for completed Ballots solely for the holders of Class 4 Talc Personal Injury Claims entitled to vote on the Plan; and

- any other materials ordered by the Court to be disseminated.

Other non-voting holders of Claims will receive a Notice of Non-Voting Status solely for the holders of claims in Class 1 (Priority Non-Tax Claims), Class 2 (Secured Claims), Class 3 (General Unsecured Claims), Class 5 (Financing Facility Claims), Class 6 (Intercompany Claims), and Class 7 (Debtor Equity Interests).

Additional paper copies of these documents may be requested by contacting Kroll Restructuring Administration, LLC, as the Claims Agent by email at stephaninfo@ra.kroll.com (reference "Stephan Co. Solicitation Inquiry" in the subject line). The Solicitation Package, excluding Ballots and Master Ballots, is also available at the Debtor's restructuring website: https://restructuring.ra.kroll.com/stephan.

On or before ten (10) Business Days prior to the deadline scheduled for the filing of objections to entry of the Confirmation Order, the Debtor intends to file the Plan Supplement. Substantially contemporaneously with the filing of the Plan Supplement, the documents filed with the Plan Supplement may be viewed and downloaded, free of charge, at the Debtor's' restructuring website, https://restructuring.ra.kroll.com/stephan, or for a fee at the Bankruptcy Court's website at https://www.flmb.uscourts.gov (PACER account required). If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtor's restructuring website.

The Claims Agent will send to each attorney of record for a Holder or Holders of Talc Personal Injury Claims in Class 4, as listed in the Debtor's claims database, a Solicitation Package containing a Master Ballot and instruction letter detailing instructions to ensure that Solicitation Packages are properly voted on behalf of each claimants and/or distributed to each attorney's clients, which may be distributed through more than one mailing.

If an attorney of record (i) is unable to certify that he or she has the authority to vote on the Plan on behalf of a client that is a Holder of a Class 4 Talc Personal Injury Claim, or (ii) wishes to have any Holder of a Talc Personal Injury Claim represented by such attorney cast his or her own Ballot on the Plan, such attorney of record must furnish the Claims Agent with the first name, last name, birth year, e-mail address, and address (the "Client Information") in electronic Microsoft Excel format for each such holder within five (5) Business Days of receiving the Solicitation Package for each such Holder.

Attorneys who represent individual holders of Talc Personal Injury Claims will be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under agreement or applicable law to do so, and shall so certify in the manner set forth on the Master Ballots respecting such Talc Personal Injury Claims. Each attorney voting on behalf of the individuals he or she represents who hold or assert Talc Personal Injury Claims shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients.

If an attorney of record (i) does not have the authority to vote any of his/her clients' Class 4 Talc Personal Injury Claims, or (ii) has such authority but does not intend to exercise it, to the extent such attorney would like the Claims Agent to provide Solicitation Packages for one of more clients that such attorney will provide to such clients directly, such attorney must: (a) provide a delivery address for the Solicitation Packages and the number of packages needed to the Claims Agent; (b) submit a client list to the Claims Agent within five (5) business days of receiving the Solicitation Package with the information for each client holding a Class 4 Talc Personal Injury Claim to which the Claims Agent will directly send Solicitation Packages.

For each Holder of Talc Personal Injury Claims who is a Known Class 4 Talc Personal Injury Claim, and for whom the Debtor has a mailing address or other relevant contact information, the Claims Agent will send a Ballot to such individual Holder as listed in the Debtor's claims database.

Individual Holders of Talc Personal Injury Claims may also contact the Claims Agent directly via email at stephaninfo@ra.kroll.com (with "Stephan Co Solicitation Inquiry" in the subject line) to request a Solicitation Package with a Ballot.

In an additional effort to ensure that all individuals and counsel representing clients with Talc Personal Injury Claims are given the opportunity to request Solicitation Packages, along with a press release, the Debtor will publish notice of the Solicitation once in (i) USA Today, (ii) Globe and Mail, (iii) Le Journal de Montreal, (iv) Mealey's Litigation Report: Asbestos, and (v) Mealey's Asbestos Bankruptcy Report. The Debtor will additionally provide notice through posts on the social media platforms TikTok, Facebook, and Instagram. Affidavits of such publication will be filed with the Bankruptcy Court after publication of such notice.

In a further effort to maximize notice and ensure that the solicitation process is as transparent as possible, the Debtor will make the Disclosure Statement and its exhibits (including the Plan) available in electronic format at the Debtor's restructuring website at https://resturing.ra.kroll.com/stephan.

2. Voting Deadline

To be counted, your Ballot(s) or Master Ballot(s) including your vote must be actually received by the Claims Agent no later than **___________, 2026 at 4:00 p.m. (ET)**. This is the Voting Deadline. If you do not return your Ballot or Master Ballot prior to the Voting Deadline your vote will not be counted.

The Debtor reserves the absolute right, in consultation with the other Plan Proponents, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Ballots and Master Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first Business Day following the previously announced Voting Deadline. The Debtor will give notice of any such extension in a manner deemed reasonable to the Debtor in its discretion. There can be no assurance that the Debtor will exercise their right to extend the Voting Deadline.

Except to the extent the Debtor, in consultation with the other Plan Proponents, so determines or as permitted by the Bankruptcy Court, Ballots and Master Ballots that are received after the Voting Deadline will not be counted or otherwise used by the Debtor in connection with the Debtor's request for Confirmation of the Plan (or any permitted modification thereof). The Debtor will advise the Settling Insurers, the Talc Claimants' Committee and Future Claimants' Representative of any decision not to count such ballots.

Only Voting Holders are entitled to vote to accept or reject the Plan, and they may do so by completing the appropriate Ballots or Master Ballots and returning them in the envelopes provided or as otherwise directed on the Ballot or Master Ballot.

All Ballots and Master Ballots are accompanied by detailed voting instructions, including how to submit Master Ballots electronically and detailed instructions for submitting Individual Ballots (including return envelopes and other instructions for appropriately returning such ballots). **It is important to follow the specific instructions provided with each Ballot or Master Ballot.**

The Debtor has engaged Kroll Restructuring Administration, LLC as the Claims Agent to assist in the balloting and tabulation process. The Claims Agent will process and tabulate Ballots and Master Ballots for each Class entitled to vote to accept or reject the Plan and will finalize a voting certification (the "Voting Certification") by the date that is (i) at least 2 days prior to the Combined Hearing and (ii) on or before four (4) business days after the Voting Deadline.

Any Ballot or Master Ballot that is properly submitted, but which does not clearly indicate an acceptance or rejection of the Plan or which indicates both an acceptance and a rejection of the Plan, will not be counted. Any Ballot or Master Ballot received that contains insufficient information to permit the identification of the holder will be invalid and will not be counted.

Only Ballots and Master Ballots with an original signature (including with respect to electronically submitted ballots) that are ACTUALLY received by the Claims Agent by the Voting Deadline will be counted. Attorneys of record for Holders of Talc Personal Injury Claims that do not submit ballots electronically must submit originally executed Class 4 Talc Personal Injury Claim Ballots to the Claims Agent by the Voting Deadline. Email submission of Ballots and Master Ballots is **not** permitted. Holders of Talc Personal Injury Claims may also return Ballots and Master Ballots by regular mail using the return envelope included in the Solicitation Package (or otherwise), or by hand delivery or overnight courier to:

The Stephan Co. Ballot Processing Center c/o Kroll Restructuring Administration, LLC 850 Third Avenue, Suite 412 Brooklyn, New York 11232 To arrange hand delivery of your Ballot, please email stephanballots@ra.kroll.com (with "Stephan Co. Ballot Submission" in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

Ballots transmitted by facsimile or other electronic means not set forth in the Solicitation Package, including e-mail, will not be counted.

After the Voting Deadline, a timely submitted and properly completed Ballot or Master Ballot may only be changed or withdrawn with the approval of the Bankruptcy Court or the consent of the Debtor. If multiple Ballots and/or Master Ballots are received with respect to the same Claim and no order of the Bankruptcy Court allowing the creditor to change its vote has been entered before the Voting Deadline, the Ballot or Master Ballot that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the last timely received, properly-completed Ballot or Master Ballot, provided, however, that if an individual Holder of a Talc Personal Injury Claim files a Ballot that is contradicted by a Master Ballot, the individual Ballot shall be counted to the exclusion of that aspect of the Master Ballot that contradicts such Ballot.

3. Voting Tabulation

Each Ballot and Master Ballot does not constitute, and will not be deemed to be, a Proof of Claim or an assertion or admission of a Claim or Interest. Only Voting Holders (or Nominees on behalf of such Voting Holders) will be entitled to vote with regard to such Claims.

Unless the Debtor, upon consultation with the Talc Claimants' Committee and Future Claimants' Representative, decides otherwise, Ballots and Master Ballots received after the Voting

Deadline will not be counted. Except as otherwise provided in the Solicitation Procedures, Ballots and Master Ballots will be deemed delivered only when the Claims Agent actually receives such executed ballots as instructed in the Voting Instructions. No Ballot or Master Ballot should be sent to any party other than the Claims Agent.

The Debtor expressly reserves the right to amend from time to time the terms of the Plan (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of the Plan). The Bankruptcy Code may require the Debtor to disseminate additional solicitation materials if the Debtor makes material changes to the terms of the Plan or if the Debtor waives a material condition to Confirmation. In that event, the Solicitation may be extended or reopened if, and to the extent, directed by the Bankruptcy Court.

In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected.

On or before ________, 2026, the Debtor will file with the Bankruptcy Court the Voting Certification prepared by the Claims Agent. The Voting Certification will, among other things, delineate every Ballot or Master Ballot that does not conform to the Voting Instructions or that contains any form of irregularity (each an "Irregular Ballot"), including, but not limited to, those Ballots or Master Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, or damaged. In the event of any discrepancies on a Ballot or Master Ballot, the Claims Agent, in consultation with the Debtor, will attempt to reconcile such discrepancies and the Voting Certification will indicate the Debtor's intentions with regard to such Irregular Ballots. Neither the Debtor nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots and Master Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

The Debtor proposes that, subject to any contrary order of the Bankruptcy Court and except as otherwise set forth herein, the Debtor, following consultation with the Talc Claimants' Committee and Future Claimants' Representative, may waive any defects or irregularities as to any particular Ballot or Master Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the Voting Certification prepared by the Claims Agent.

G. Combined Confirmation Hearing

The Bankruptcy Court has scheduled the Confirmation Hearing as a combined hearing to consider, on a final basis, the adequacy of the Disclosure Statement, the sufficiency of the solicitation procedures and Confirmation of the Plan, at the United States Bankruptcy Court for the Middle District of Florida, before the Honorable Catherine Peek McEwen in Courtroom No. 8B of the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 N. Florida Avenue, Tampa, Florida 33602. The Debtor will request, among other things, Confirmation of the Plan, as it may be modified from time to time, and expressly reserves the right to amend from time to time the terms of the Plan (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of the

Plan regarding modifications).

ARTICLE III.
GENERAL INFORMATION ABOUT THE DEBTOR

A. Company and Business Overview

1. Background and Corporate History of the Debtor; Nature of the Debtor's Business

The Debtor is the holding company for three operating company subsidiaries (the Current Subsidiaries as defined below, and collectively with the Debtor, predecessors and preexisting subsidiaries, the "Stephan Group") in the business of manufacturing and distributing barber, beauty, and personal care products throughout the United States and select markets overseas. The Debtor's predecessor was founded in Worcester, Massachusetts in 1892, producing barber equipment and surgical tools. The company was recognized as the first men's hair care company in the United States and by 1920 was generating annual revenues of $5 million. In 1952, the Debtor incorporated as a Florida corporation and moved its headquarters to Fort Lauderdale, merging with its predecessor in the process. By that time, the Debtor had manufacturing facilities located across the country and focused on the sale of barber shop hair tonics and shampoos. In 1960, the Debtor went public for the first time. However, cultural shifts disfavoring barbershops led to the company being delisted from the stock exchange shortly thereafter. (As discussed below, the Debtor's shares are currently traded on the so-called Pink Sheets (as defined below) market.)

Starting in the 1980s, the Debtor came under new ownership and leadership. To leverage underutilized manufacturing capacity, its new leadership entered into private label manufacturing agreements, eventually producing products for large retailers, including K-Mart Corp. As a result of these manufacturing agreements, the Stephan Group gained economic strength and liquidity and explored additional growth opportunities through acquisition, targeting profitable brands that were small enough to escape the attention of major companies and either had a niche in the marketplace or were once high-selling brands with the prospect of reinvigoration.

One such transaction was the 1988 acquisition of Old 97 Company ("Old 97"), a Tampa, Florida-based company that for decades had manufactured a wide range of cosmetics, toiletries, and household products sold door-to-door in smaller markets in the South, including some branded talc products. Old 97 also engaged in private label manufacturing, producing hair and skin care products for certain national brands, including, starting in 1990, Gold Bond Co. Inc. ("Gold Bond"). Following the acquisition, and until the merger described below, Old 97 was a wholly owned subsidiary of the Debtor.

Starting in around 1994, and as a result of its growth, the Debtor's stock again traded on the American Stock Exchange, and by 1997, after a string of successful acquisitions and deals with leading drug stores, supermarkets, and retailers including Sears, Roebuck and JC Penny, the Stephan Group reported net sales of $27 million and net income of $5 million.

However, after reaching peak revenues in 1998, economic shifts resulted in declining revenues for the Stephan Group's professional and manufacturing business segments. In 2009, the Debtor delisted its stock from the American Stock Exchange and deregistered its common stock. The Debtor then listed its stock on the OTC Pink market ("Pink Sheets").

By 2015, the Debtor directly or indirectly owned twelve subsidiaries, and decided to slim down its corporate family to eliminate unnecessary or dormant entities through mergers by and between the Debtor and its subsidiaries. Having ceased the manufacture and distribution of Gold Bond and any other talc products, Old 97 was one such dormant entity. In 2016, several subsidiaries including Old 97 were merged into the Debtor.

Despite market challenges associated with the COVID-19 pandemic, the Stephan Group continued to grow steadily through the early 2020s, including through acquisition and subsequent additional mergers within and between the Debtor and its subsidiaries. As a result of these restructuring efforts, the Debtor now has sole ownership interests in three subsidiaries: 614 Barber Supply, Inc. ("614"), Bowman Beauty & Barber Supply, Inc. ("Bowman Beauty"), and Morris Flamingo-Stephan, Inc. ("Morris Flamingo" and collectively, the "Current Subsidiaries"). The Current Subsidiaries are not debtors in the Chapter 11 Case.

The Debtor is led by its Chief Executive Officer, Henry Jacobi. Jad Fakhry, Joel Getz, and Brian Harper serve on its Board of Directors, with Mr. Harper serving as Chairman and Mr. Getz as its secretary.

In 2023, the Debtor and the Current Subsidiaries reported an aggregate annual revenue of \$10,582,000 and gross profit of \$2,648,000, and in 2024, an aggregate annual revenue of \$9,959,000 and gross profit of \$2,866,000. In 2025, the Debtor independently has not reported any revenue and has recorded a net loss, to date, of \$352,000. The Debtor and its Current Subsidiaries collectively employ around 25 part- and full-time individuals.

The Debtor is a Florida corporation with its registered office in St. Petersburg, Florida, but it, along with its Current Subsidiaries, operates out of a leased 26,456 square foot facility located at 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701 to meet the operational demands of the businesses.

2. Talc Personal Injury Claims Asserted Against the Debtor

As previously mentioned, Old 97 had previously manufactured and distributed talc products under various brand names. Starting in 1990, Old 97 served as a contract manufacturer for Gold Bond products and produced talc products under the Gold Bond label, as well as a talc product marketed under the trade name "Cashmere Bouquet." Old 97 ceased manufacturing Gold Bond and any other talc products before the Debtor merged with Old 97 in 2016. At the time of the merger, the Debtor was unaware of any potential Talc Personal Injury Claims.

In 2019, the Debtor, only as an alleged successor in liability to Old 97, was first named as a defendant in talc personal injury lawsuits (the "Talc Lawsuits") alleging personal injuries caused by exposure to products containing talc allegedly contaminated with asbestos, such talc products being previously manufactured and/or sold by Old 97 (the "Talc Personal Injury Claims"). The number of Talc Lawsuits naming the Debtor has since increased dramatically, rising to over 700 Talc Lawsuits, over 500 of which are active and pending as of the Petition Date. Approximately 200 cases were dismissed upon the Debtor's motion and 15 were settled. The Debtor has teams of defense counsel in at least 10 states to manage Talc Lawsuits.

The Debtor has not yet been found liable in any Talc Lawsuit but has settled 15 cases. Settlements ranged from a low of $10,000 to a high of $800,000. To date, the Debtor's liabilities and costs of defense under the Talc Lawsuits have been primarily covered by its insurers, FFIC and Liberty (together, the "Insurers"). The Debtor cannot reliably estimate the costs associated with litigating and settling the remaining Talc Lawsuits, but the projected amount is easily in the tens of millions, if not more. As noted, at the present rate of exploding litigation, the current insurance coverage will eventually (and in the relative near-term) be exhausted by settlements reached or judgments obtained in a relatively small number of cases compared to the hundreds of pending cases. The Debtor further expects that, once its indemnity insurance coverage is exhausted and funding for the costs of defense by FFIC and Liberty also ceases, its existing assets will be insufficient to cover even a fraction of such liabilities.

While the Debtor believes that the Talc Personal Injury Claims are without merit and that all talc historically manufactured by the Debtor or Old 97 was safe, the Debtor faces significant potential liability and expense resulting from the increasing number of Talc Lawsuits. Continuing to defend the litigation in the tort system is not a sustainable proposition.

The purpose of the Chapter 11 Case is to address and comprehensively resolve the Debtor's present and future talc-related personal injury liabilities. The Debtor's decision to commence the Chapter 11 Case, therefore, was prompted by the growing number of Talc Lawsuits, coupled with: (i) increased settlement demands with respect to pending Talc Personal Injury Claims; (ii) the anticipated projected future Talc Personal Injury Claims; and (iii) based on investigations to date, the limited availability of insurance coverage (if any) for the defense and/or resolution of the remaining and future Talc Lawsuits.

The Debtor has been faced with increasing substantial litigation costs. With the growing number of Talc Personal Injury Claims and increasing settlement demands, the Debtor lacks the financial wherewithal to continue to defend itself against the mounting Talc Personal Injury Claims asserted against the Debtor in the tort system once coverage is exhausted.

Consequently, the Debtor engaged in pre-petition discussions with the Insurers and counsel for the individuals asserting the Talc Personal Injury Claims (the "Talc Personal Injury Claimants" and their counsel, the "Talc Plaintiffs' Counsel") seeking agreement with respect to policy buybacks by or other settlements with the Insurers and a consensual chapter 11 plan of reorganization incorporating a trust and supplemental channeling injunction in accordance with section 524(g) of the Bankruptcy Code. The Debtor believes that such an approach provides the only chance of resolving the Talc Lawsuits and Talc Personal Injury Claims in a fair and efficient manner that will maximize value for all parties in interest, including the majority of current claimants and all holders of future demands for relief.

3. Litigation and Events Leading to the Chapter 11 Filing

As discussed above, the Debtor is named as a defendant in hundreds of actions brought in courts around the country by plaintiffs asserting Talc Personal Injury Claims. The Debtor believes this litigation is without merit and that the talc products historically manufactured and/or sold by Old 97 (all production having ceased in early 2015), were safe. However, as a result of the growing volume of litigation resulting in the increasing incurrence of defense costs and increasing settlement amounts, coupled with the limited availability of insurance coverage (if any) for the defense and/or resolution of Talc Personal Injury Claims (based on investigation to date), the Debtor determined that the commencement of the Chapter 11 Case and the policy buyback incorporated into the Plan was the best option to protect the Debtor's estate and preserve value for all stakeholders. The Debtor lacks the financial wherewithal to remain in the tort system, and the proposed recoveries for Talc Personal Injury Claims under the proposed Plan, if confirmed, significantly exceed the alternative, which would be the liquidation of the Debtor (and potentially the Current Subsidiaries), whether through Chapter 7 or a state law proceeding.

Since 2019, the Debtor has been named in an exponentially increasing number of talc-related personal injury lawsuits, rising to over 500 active cases as of the Petition Date.

In the wake of certain recent high-profile verdicts in talc-related personal injury cases and the increased media focus on talc litigation, notwithstanding the limited amount of talc sold by the Debtor and its predecessors historically, the number of future Talc Personal Injury Claims are projected to only further increase. No cases alleging Talc Personal Injury Claims against the Debtor have gone to trial because the Debtor settled the claims or was voluntarily dismissed from the case.

The Debtor has historically settled Talc Personal Injury Claims and obtained releases for the Debtor. The Talc Personal Injury Channeling Injunction, as proposed in the Plan, does not enjoin Talc Personal Injury Claims against any party except the Debtor and the Non-Debtor Affiliates (and their Representatives, solely in their capacity as such) and any Settling Insurer as and to the extent set forth in the Plan.

4. Leased Headquarters

The Debtor and certain of its Current Subsidiaries operate out of a facility pursuant to a lease agreement dated April 9, 2019 entered into between the Debtor and landlord LHB Warehouse, LLC (as amended from time to time, the "Lease Agreement"). This lease is for office space in Williamsport, PA and currently expires on September 30, 2029.

All expenses associated with the leased facility are paid by a Non-Debtor Affiliate, Morris Flamingo.

The Debtor does not own any other real property.

5. Cash Management System

In the ordinary course of business, the Debtor maintains an integrated, centralized cash management system (the "Cash Management System") with its Current Subsidiaries. The Debtor uses the Cash Management System in the ordinary course of its business to collect, transfer, and disburse funds generated from the operations of it and its subsidiaries and to facilitate cash monitoring, forecasting, and reporting as part of intercompany transactions (the "Intercompany Transactions") to manage day-to-day operations and expenses between the companies that comprise the Stephan Group. The Intercompany Transactions are either reflected as intercompany receivables and payables or as intercompany notes or loans. At any given time, there may be balances owing between the Debtor and the Current Subsidiaries. The Debtor also benefits significantly from the receipt of incoming cash from profitable Current Subsidiaries. The Debtor and the Current Subsidiaries track the Intercompany Transactions, which occur as a part of the daily operation of the Cash Management System.

The Stephan Group's chief financial officer and finance department maintain daily oversight of the Cash Management System and utilize cash management controls for entering, processing, and releasing funds.

B. Management of the Debtor

1. Board of Directors and Senior Executive Officer

As of the date hereof, the Board of Directors of the Debtor consists of the following members: Jad Fakhry, Joel Getz, and Brian Harper.

As of the date hereof, the Debtor's current senior leadership consists of Henry Jacobi, the current Chief Executive Officer of the Debtor, and Narasimha Rao Muppalla, the current Chief Financial Officer of the Debtor.

C. Summary of Prepetition Indebtedness, Assets, and Liabilities

1. Secured and Financing Facility Indebtedness

The Debtor serves as a guarantor for two separate loans, each between one of its Current Subsidiaries and M&T Bank. The first loan, ending in 0540, is between 614 and M&T Bank in the principal amount of $595,000. The second loan, ending in 7492, is between Bowman Beauty[9] and M&T Bank in the principal amount of $680,000. The Debtor's guarantees for these loans are wholly or partially secured by all of its money, securities, and other property in actual or constructive possession or control of M&T Bank and its affiliates.

Additionally, in order to fund retainers for its professionals in connection with this Chapter 11 Case, the Debtor entered into an Intercompany Transaction in the form of an Intercompany Note with Bowman Beauty dated November 26, 2025 (the "Intercompany Note"). Pursuant to the Intercompany Note, Bowman Beauty loaned to the Debtor $565,947.00, subject to interest, to fund the requisite retainers. The Intercompany Note matures on its first (1st) anniversary. The Intercompany Note is the source of the Financing Facility Claims classified by the Plan and described above and elsewhere in this Disclosure Statement.

2. General Unsecured Debt

The Debtor estimates general unsecured claims of $442,287.53, representing the amounts the Debtor guaranteed on the M&T Bank loans to the extent they are not secured by all of the Debtor's money, securities, and other property in actual or constructive possession or control of M&T Bank and its affiliates.

[9] The named borrower under the loan ending 7492 is Bowman NBS Inc., which has since merged into Bowman Beauty.

3. Debtor Assets

Set forth as an exhibit to the Plan Supplement will be certain historical financial data for the Debtor for fiscal years 2024 and 2025 (the "Financial Statements"). The Debtor's Financial Statements have been prepared on a going concern basis. The Debtor's historical financial information set forth herein has been derived from its historical financial statements. Also attached to the Plan Supplement will be the Debtor's Financial Projections.

The Debtor's unaudited consolidated financial statements do not include all of the disclosures required by accounting principles generally accepted in the United States for annual financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation of the interim period results have been included.

Given the limited cash held by the Debtor and the ever-increasing litigation costs, the Debtor's limited available liquid assets would be completely consumed in the coming years by continued litigation with Holders of Talc Personal Injury Claims without the resolution proposed in the Plan.

ARTICLE IV.
PLAN NEGOTIATIONS AND SETTLEMENT

A. Overview

As a result of the mushrooming level of asserted Talc Personal Injury Claims and the unsustainable litigation and growing settlement costs, the Debtor retained bankruptcy counsel (Verrill Dana LLP) and a financial advisor (Getzler Henrich & Associates LLC) in mid- to late 2025 to begin evaluating strategic options to resolve the Debtor's talc-related personal injury liabilities.

At the same time, the Debtor began exploring, among other options, the viability of using bankruptcy to address the present and future Talc Personal Injury Claims by channeling the claims to a trust created under sections 105 and 524(g)[10] of the Bankruptcy Code that would be structured to ensure fair and equitable treatment of present and future claimants.

1. Formation of Pre-Petition Talc Claimants' Committee

Prior to seeking bankruptcy relief, the Debtor, in consultation with FFIC, contacted the counsel (the "Talc Plaintiffs' Counsel") representing the largest numbers of individuals asserting Talc Personal Injury Claims (the "Talc Personal Injury Claimants") and engaged in preliminary discussions with Talc Plaintiffs' Counsel to propose the formation of an ad hoc prepetition Talc Claimants' Committee and open discussions regarding a possible consensual chapter 11 plan

[10] Section 524(g) of the Bankruptcy Code contemplates the creation of a trust to "assume the liabilities of a debtor which at the time of entry of the order for relief has been named as a defendant in personal injury, wrongful death, or property- damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing products." 11 U.S.C. § 524(g)(2)(B)(i)(I). Section 524(g) further provides for a "channeling" injunction that directs all present and future asbestos-related "demands" to the trust for liquidation and satisfaction of allowed amounts. 11 U.S.C. § 524(g)(1).

incorporating a trust and supplemental channeling injunction in accordance with section 524(g) of the Bankruptcy Code. Talc Plaintiffs' Counsel proved receptive and subsequently formed the pre-petition Talc Claimants' Committee and retained Caplin & Drysdale as counsel. After signing non-disclosure agreements, the pre-petition Talc Claimants' Committee were provided with initial production of relevant documents and conducted preliminary negotiations with the Debtor regarding a plan.

In furtherance of these conversations, the pre-petition Talc Claimants' Committee's professionals began a diligence process into the Debtor's business and the pending talc litigation. The Debtor worked constructively with the pre-petition Talc Claimants' Committee throughout this process and has provided the pre-petition Talc Claimants' Committee with further responses to information requests. The Debtor's advisors also attended multiple virtual meetings with the pre-petition Talc Claimants' Committee's advisors to discuss a potential resolution of the Talc Personal Injury Claims.

2. Agreement with FFIC and Chapter 11 Plan Based on section 524(g)

Following settlement discussions beginning in September 2025, the Debtor and FFIC agreed on a policy buy-back now embodied in the FFIC Settlement Agreement and the structure of a Chapter 11 plan of reorganization, which Plan, among other things, if confirmed and effective, will provide as follows:

- **Trust Established under Sections 105 and 524(g) for Talc Personal Injury Claims**: The Talc Personal Injury Trust will be funded by (a) a cash contribution by or on behalf of the Debtor in the amount of the surplus funds from the Professional Fees Escrow Account, and the assignment of the Talc Personal Injury Insurance Assets, including the majority of the proceeds of the FFIC Settlement Agreement as well as all rights under policies issued by and claims against Liberty; and (b) the Trust Note issued by the Non-Debtor Affiliates to the Talc Personal Injury Trust in the original principal sum of One Million Dollars ($1,000,000) bearing interest at 5 percent (5%) per annum with a five-year maturity (subject to pre-payment without penalty, with principal and interest payments to be paid on an annual basis, which Trust Note will be guaranteed pursuant to the Debtor Guaranty, which Debtor Guaranty is secured pursuant to the Pledge and Security Agreement (providing a lien on 50.1% of the stock of the Reorganized Debtor).

- **Talc Personal Injury Channeling Injunction**: the issuance, on the Plan's Effective Date and on condition of the delivery of the trust funding, of a permanent injunction channeling all Talc Personal Injury Claims (including Demands), whether asserted against the Debtor, the Non-Debtor Affiliates, or their Representatives (in their capacity as such), to the Talc Personal Injury Trust in accordance with 11 U.S.C. §§ 105 and 524(g) of the Bankruptcy Code. The Talc Personal Injury Trust will assume sole responsibility for processing and resolving all Talc Personal Injury Claims (including indirect Talc Personal Injury Claims and Demands), in accordance with the Plan and the Plan-related documents.

The Debtor believes that the FFIC Settlement Agreement and Plan embodying the terms of such settlement will provide for the swift and smooth resolution of this Chapter 11 Case. The FFIC Settlement Agreement enabled the Debtor to commence the Chapter 11 Case and file a Plan that, if confirmed, will resolve the Debtor's liability for the Talc Personal Injury Claims.

In light of a significant portion of the Debtor Contribution being funded to the Debtor under the policy buybacks under the FFIC Settlement Agreement, the Debtor believes that there will be substantially more assets available to pay Talc Personal Injury Claims under the Plan than would be the case if there were no Plan and the Debtor was forced to pay allowed Talc Personal Injury Claims solely from its own assets.

Without the settlements and distribution procedures agreed to and contained in the Plan (and the related Trust Documents), (i) the Debtor would undoubtedly be forced to liquidate, thereby likely causing the liquidation of its subsidiaries and the corresponding loss of jobs for all approximately 25 employees, (ii) most present Holders of Talc Personal Injury Claims would likely receive no recovery on account of their claims, and (iii) all future holders of Demands that may not manifest an injury for years to come would receive nothing.

B. Due Diligence by Talc Claimants' Committee

On December 23, 2025, the United States Trustee appointed the Talc Claimants Committee [Docket No. 52], and since its formation, the Talc Claimants' Committee through its various representatives has conducted due diligence concerning the background, nature, and scope of the Debtor's liabilities for Talc Personal Injury Claims related to the products sold and/or distributed by the Debtor.

This investigation included, among other things, careful and independent review of the facts concerning the Debtor's historical involvement with talc; the nature and extent of past and pending Talc Personal Injury Claims against the Debtor, including the types of claims asserted and the legal issues raised; the projected value of the present and future Talc Personal Injury Claims; the limited availability and unknown scope of insurance coverage (if any) for the defense and/or resolution of Talc Personal Injury Claims (see discussion above in this regard); and the prior amount of claims asserted and negotiated settlements.

To date, numerous documents have been made available to the Talc Claimants' Committee. Those documents include, without limitation, all insurance archaeology reports prepared for the Debtor and all known and possible relevant insurance policies. In addition, the Debtor and its counsel have had multiple meetings with the Talc Claimants' Committee to discuss relevant factual and legal issues.

The Debtor has responded to requests for information sought by representatives of the Talc Claimants' Committee and has engaged in arm's length discussions and meetings regarding the Plan and Talc Personal Injury Trust with the Talc Claimants' Committee. Those discussions continue.

ARTICLE V.
ANTICIPATED EVENTS OF THE CHAPTER 11 CASE

The Debtor commenced its Chapter 11 Case by filing a voluntary petition for relief with the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, under chapter 11 of the Bankruptcy Code on November 26, 2025. Upon such filing, all actions and proceedings against the Debtor and all acts to obtain property from the Debtor are stayed under section 362 of the Bankruptcy Code. The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

A. Actions in and Expected Timetable of the Chapter 11 Case

To expedite its emergence from chapter 11, the Debtor sought, among other things, the relief detailed below from the Bankruptcy Court at the "first day" hearing conducted by this Court on December 2, 2025 and through subsequently-filed pleadings. This relief is facilitating the administration of the Chapter 11 Case.

B. First Day Relief

On the Petition Date, the Debtor filed certain declarations, motions, and applications with the Bankruptcy Court for relief designed to minimize disruption of business operations and to facilitate its reorganization (the "First Day Motions"). The First Day Motions include the following:

1. Claims Agent Application

The Debtor filed an application requesting entry of an order appointing Kroll Restructuring Administration LLC as claims, noticing, solicitation, and balloting agent for the Debtor and the Chapter 11 Case, effective as of the Petition Date. The Court granted this requested relief on January 15, 2026 pursuant to the *Amended Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Claims, Noticing, and Solicitation Agent* [Docket No. 80].

2. Top Creditor List/Noticing Procedures Motion

The Debtor filed a motion (the "Noticing Motion") requesting approval of certain notice procedures in relation to Holders of Talc Personal Injury Claims, which included (i) authorizing the Debtor to file a list of the law firms representing the largest number of Talc Personal Injury Claimants in lieu of a list of holders of the largest unsecured claims, (ii) authorizing the Debtor to list the addresses of counsel for Talc Personal Injury Claimants in the creditors' matrix in lieu of the claimants' addresses, and (iii) approving certain notice procedures for such claimants. The Noticing Motion was granted on an interim basis on December 23, 2025 [Docket No. 54], January 27, 2026 [Docket No. 102], and February 26, 2026 [Docket No. 155]. On March __, 2026 the Court granted the Noticing Motion on a final basis [Docket No. ___]. Pursuant to this final order, the Court in part ordered the provision of notice to individual Talc Personal Injury Claimants represented by their counsel of record of several case pleadings, including all future notices, mailings and other communications that are required to be served on all creditors to these individual claimants and their counsel of record.

3. Cash Management Motion

The Debtor filed a motion (the "Cash Management Motion") seeking Bankruptcy Court authorization to maintain its existing bank accounts and operate its cash management system substantially as it existed prior to the Petition Date. The Cash Management Motion was granted on an interim basis on December 23, 2025 [Docket No. 53] and on a final basis on January 27, 2026 pursuant to the *Final Order (I) Authorizing the Debtor to (A) Maintain Its Cash Management System and Existing Bank Accounts, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions; and (II) Granting Related Relief* [Docket No. 101].

4. Insurance Motion

The Debtor filed a motion (the "Insurance Motion") in part seeking approval to (a) maintain its existing insurance policies and pay obligations arising therefrom in the ordinary course of business; (b) renew, revise, extend, supplement, change, or enter into new insurance policies as needed in its business judgment; and (c) continue to honor its premium financing agreement. The Insurance Motion was granted on an interim basis on December 23, 2025 [Docket No. 55] and on a final basis on January 27, 2026 pursuant to the *Final Order Authorizing Debtor to (I) Continue Insurance Programs and Honor Certain Prepetition Obligations in Respect Thereof, (II) Renew, Revise, Extend, Supplement, Change or Enter Into New Insurance Coverage and Insurance Premium Financing as Needed in Its Business Judgment, and (III) Continue to Honor Insurance Premium Financing Obligations* [Docket No. 100].

5. Case Management Summary; Procedural Motions and Professional Retention Applications

The Debtor filed the *Chapter 11 Case Management Summary* [Docket No. 4, Ex. A] (the "Case Management Summary"), which provides a background of the Debtor, including its corporate history and business operations, an overview of the events leading up to the Chapter 11 Case, including the Talc Personal Injury Claims filed against the Debtor, and pre-petition negotiations with the Talc Claimants' Committee. The Case Management Summary also provides factual support for the relief sought in the First Day Motions.

The Debtor also filed several pleadings that are standard in chapter 11 cases, including a motion authorizing the retention of ordinary course professionals and the procedures related thereto (the "OCP Motion"). The Court granted the OCP Motion on December 23, 2025 pursuant to the *Order Approving Debtor's Motion for Entry of an Order (I) Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business Effective as of the Petition Date; and (II) Granting Related Relief* [Docket No. 56].

C. Subsequent Requested Relief

In addition to the relief requested in the First Day Motions, the Debtor filed subsequent additional motions and applications with the Bankruptcy Court for relief designed to minimize disruption of business operations and to facilitate its reorganization, including the following:

1. Conditional Approval Motion

To expedite the Chapter 11 Case, the Debtor filed a motion seeking an order to, among other things, (a) conditionally approve the adequacy of the Disclosure Statement subject to final approval at the Combined Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan, (b) approve the Solicitation Procedures, and (c) set a final hearing regarding confirmation of the Plan.

2. FFIC Settlement Motion

The Debtor has or will file a motion seeking approval of the proposed compromise and settlement between the Debtor and FFIC, the terms of which are set forth in the FFIC Settlement Agreement; (ii) authorizing the Debtor to enter into the FFIC Settlement Agreement; (iii) authorizing the Debtor to sell the FFIC Policies and certain related claims to FFIC pursuant to the FFIC Settlement Agreement, and (iii) enjoining various claims against FFIC and certain related policies under sections 105(a) and 363(f) of the Bankruptcy Code.

3. Motion to Appoint Legal Representative for Future Claimants

The Debtor has or will file a motion authorizing the appointment of a Future Claimants' Representative in the Chapter 11 Case.

4. Motion to Exclude Talc Personal Injury Claims from the Claims Bar Date

At a status conference held on January 15, 2026, the Debtor orally moved to exclude Holders of Talc Personal Injury Claims from the claims bar date established by the Court. The Court granted this oral motion on January 27, 2026 pursuant to the *Order Approving Motion to Exclude Talc Asbestos Claimants from Applicability of the Proof of Claims Bar Date* [Docket No. 99].

5. Motion for Approval of Stipulation Authorizing Payment of Certain Defense Counsel Fees

The Debtor filed a motion seeking approval of a stipulation between the Debtor and FFIC regarding the payment of certain prepetition defense counsel fees. The Court granted this motion on February 6, 2026 pursuant to the *Order Approving Stipulation for Entry of Order Authorizing Payment of Certain Defense Counsel Fees* [Docket No. 117].

6. Procedural Motions and Professional Retention Applications

The Debtor also filed several additional procedural motions that are standard in chapter 11 cases, including a motion seeking approval of interim compensation procedures, which was granted on February 6, 2026 pursuant to the *Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 116]. Additional pleadings also include applications seeking to retain certain professionals, including, but not limited to, Verrill Dana LLP, as bankruptcy co-counsel, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as bankruptcy co-counsel, and Getzler Henrich & Associates LLC, as financial advisor, all of which were granted on January 30, 2026 [Docket Nos. 106, 107, and 108]. After formation of the Talc Claimants' Committee, the Talc Claimants' Committee filed additional retention applications seeking to retain Caplin & Drysdale, Chartered as counsel, Morgan, Lewis & Bockius LLP as special insurance counsel, and FTI Consulting Inc. as financial advisor. The Talc Claimants' Committee's application to retain Caplin & Drysdale, Chartered was granted on December 27, 2026 [Docket No. 156]. The remaining applications are pending.

ARTICLE VI.
THE PLAN OF REORGANIZATION

THE FOLLOWING SECTIONS PROVIDE A SUMMARY OF VARIOUS IMPORTANT CONSIDERATIONS AND OTHER RISK FACTORS ASSOCIATED WITH THE PLAN; HOWEVER, IT IS NOT EXHAUSTIVE. THIS SUMMARY REFERS TO, AND IS QUALIFIED IN ITS ENTIRETY BY, REFERENCE TO THE PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A. THE TERMS OF THE PLAN WILL GOVERN IN THE EVENT THAT ANY INCONSISTENCY ARISES BETWEEN THIS SUMMARY AND THE PLAN. THE BANKRUPTCY COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN DO NOT YET BIND ANY PERSON OR ENTITY. IF THE BANKRUPTCY COURT DOES CONFIRM THE PLAN, THEN IT WILL BIND ALL CLAIM AND INTEREST HOLDERS.

CAPITALIZED TERMS USED IN THIS DISCLOSURE STATEMENT THAT ARE NOT OTHERWISE DEFINED IN THIS DISCLOSURE STATEMENT SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE PLAN.

THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE DEBTOR'S ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM THOSE THAT MAY BE PROJECTED HEREIN, AND THE DEBTOR UNDERTAKES NO OBLIGATION TO UPDATE ANY SUCH STATEMENT.

A. Classification of Claims and Equity Interests Generally

Section 1122 of the Bankruptcy Code provides that a plan of reorganization must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1122 of the Bankruptcy Code, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than Administrative Expense Claims and Priority Tax Claims, which, pursuant to section 1123(a)(1), do not need to be classified). The Debtor is also required, under section 1122 of the Bankruptcy Code, to classify Claims against and Interests in the Debtor into Classes that contain Claims and Interests that are substantially similar to the other Claims and Interests in such Class.

The Debtor believes that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law, but it is possible that a holder of a Claim or Interest may challenge the Debtor's classification of Claims and Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. In that event, the Debtor intends, to the extent permitted by the Bankruptcy Code, the Plan, and the Bankruptcy Court, to make such reasonable modifications of the classifications under the Plan to permit confirmation and to use the Plan acceptances received for purposes of obtaining the approval of the reconstituted Class or Classes of which each accepting Holder ultimately is deemed to be a member. Any such reclassification could adversely affect the Class in which such holder initially was a member, or any other Class under the Plan, by changing the composition of such Class and the vote required of that Class for approval of the Plan.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized below. The Plan Proponents believe that the consideration provided under the Plan to holders of Claims and Interests reflects an appropriate resolution of their Claims and Interests, taking into account the differing nature and priority of such Claims and Interests and the fair value of the Debtor's assets. Although the Plan Proponents believe that the Plan can be confirmed under section 1129(b), there can be no assurance that the Bankruptcy Court will find that the requirements to do so have been satisfied.

B. Description and Treatment of Unclassified Claims Under the Plan

1. Administrative Expense Claims Other than Professional Fee Claims

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims (including Professional Fee Claims and Cure Costs) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Section VI.C hereof.

a. General

Except as provided below with respect to Administrative Expense Claims that are Professional Fee Claims or Cure Costs, and except to the extent that a Holder of an Allowed Administrative Expense Claim agrees with the Debtor to a less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Expense Claim that is unpaid as of the Effective Date shall receive, on account and in full satisfaction of such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed Amount of such Administrative Expense Claim, to be paid on or as soon as is reasonably practicable after the latest of (1) the Effective Date, (2) the date that such Allowed Administrative Expense Claim becomes Allowed, and (3) the date that such Allowed Administrative Expense Claim becomes due and owing in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

Except as provided in Section II.B. of the Plan, requests for payment of Administrative Expense Claims that are not Professional Fee Claims or Cure Costs that are required to file a request for payment of such Claims and that do not file such requests by the Administrative Expense Claims Bar Date (or, in the case of tax claims, such later date as may be applicable pursuant to Section II.C. below) shall be forever barred from asserting such Claims against the Debtor, the Reorganized Debtor, any of their Affiliates, or any of their respective property.

2. Professional Fee Claims

a. Final Fee Applications

Retained Professionals asserting a Professional Fee Claim for services rendered or expenses incurred on or before the Effective Date must File and serve on Reorganized Debtor and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or any other applicable order of the Bankruptcy Court, an application for final allowance of such Professional Fee Claim no later than the Professional Fee Claims Bar Date. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Professional Fee Claims. All Allowed Professional Fee Claims to the extent unpaid and/or not previously paid by the Debtor shall be paid in full in Cash on or prior to the Effective Date or, if after the Effective Date, from the Professional Fee Escrow Account.

b. Professional Fee Escrow Account

The Reorganized Debtor shall fund from the Insurance Settlement Amounts paid by FFIC the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Retained Professionals plus the Financing Amount. The Professional Fee Escrow Account shall be maintained in trust for the Retained Professionals and the Holders of Class 5 Claims. Such funds in the Professional Fee Escrow Account shall not constitute property of the Debtor's Estate or property of the Reorganized Debtor. The amount of Professional Fee Claims owing to the Retained Professionals on and after the Effective Date shall be paid in Cash to such Retained Professionals from funds held in the Professional Fee Escrow Account, without interest or other earnings therefrom, as soon as reasonably practicable after such Claims are Allowed by a Bankruptcy Court order. When all Allowed Professional Fee Claims and the Financing Amount have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall be paid to the Talc Personal Injury Trust and shall be considered part of the Debtor Contributed Cash.

c. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Retained Professionals shall estimate their aggregate fees, costs and expenses accrued and incurred and unpaid prior to and as of the Confirmation Date, along with an estimate of all fees, costs and expenses to be incurred through and including the Effective Date, and shall deliver such estimates to the Debtor; provided, however, that such estimates shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. If a Retained Professional does not provide such estimates, the Reorganized Debtor may estimate the projected fees and expenses of such Retained Professional. The total amount so estimated from the Petition Date through and including the Effective Date shall comprise the Professional Fee Reserve Amount. The amount of the Professional Fee Reserve Amount may be adjusted by consent of the Debtor, the Talc Claimants' Committee and the Future Claimants' Representative at any time prior to the Effective Date.

d. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Effective Date, Reorganized Debtor shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the legal, professional, or other fees and expenses related to the implementation and Consummation of the Plan incurred by Reorganized Debtor following the Effective Date. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized Debtor may employ and pay any Retained Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

The Professional Fee Escrow Account shall be funded with sufficient funds to pay and satisfy any unpaid Professional Fee Claims incurred (or fee and expenses estimated to be incurred) by the Debtor, the Future Claimants' Representative, the Talc Claimants' Committee, and their respective professionals with respect to any post-confirmation appeals and/or the prosecution of any final fee applications.

3. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees with the Debtor to a less favorable treatment, the Holder of each Allowed Priority Tax Claim shall receive, on account and in full satisfaction of such Allowed Priority Tax Claim, Cash in an aggregate amount equal to the Allowed Amount of such Priority Tax Claim on or as soon as reasonably practicable following the Effective Date. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business or under applicable non-bankruptcy law as such obligations become due.

C. Classification and Treatment of Classified Claims and Interests

1. Classification of Claims and Interests

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class for purposes of distribution only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code and as described in Article II of the Plan, the Debtor has not classified Administrative Expense Claims (including Professional Fee Claims) and Priority Tax Claims.

2. Summary of Classification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. All of the potential Classes for the Debtor are set forth herein.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:

Class	Designation	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Presumed to Accept
2	Secured Claims	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Unimpaired	Presumed to Accept
4	Talc Personal Injury Claims	Impaired	Entitled to Vote

5	Financing Facility Claim	Unimpaired	Presumed to Accept
6	Intercompany Claims	Unimpaired	Deemed to Accept
7	Debtor Equity Interests	Unimpaired	Deemed to Accept

3. Treatment of Claims and Interests

a. Class 1 – Priority Non-Tax Claims

(i) *Classification*: Class 1 consists of all Priority Non-Tax Claims.

(ii) *Treatment*: Except to the extent a Holder of an Allowed Priority Non-Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Non-Tax Claim shall receive, in full satisfaction, settlement, and discharge of, and in exchange for such Priority Non-Tax Claim, Cash to be paid by the Reorganized Debtor in an amount equal to the unpaid portion of such Allowed Priority Non-Tax Claim on the later of: (i) the Effective Date; and (ii) the date the Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as practicable. All Allowed Priority Non-Tax Claims not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.

(iii) *Voting*: Class 1 is Unimpaired by the Plan, and each Holder of a Class 1 Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

b. Class 2 – Secured Claims

(i) *Classification*: Class 2 consists of all Secured Claims of the Debtor arising out of Debtor's prepetition guarantees of the debts of Non-Debtor Affiliates to the extent such guarantees are wholly or partially Secured.

(ii) *Treatment*: Except to the extent a Holder of an Allowed Secured Claim has been paid prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Secured Claim shall receive, in full satisfaction, settlement, and discharge of, and in exchange for such Secured Claim, (i) Reinstatement of such Claim; or (ii) Cash to be paid by the Reorganized Debtor in an amount equal to the unpaid portion of such Allowed Secured Claim on the later of: (y) the Effective Date; and (z) the date the Secured Claim becomes an Allowed Secured Claim, or as soon thereafter as practicable. All Allowed Secured Claims not due and payable on or before the Effective Date shall be paid by the Reorganized Debtor in the ordinary course of business in accordance with the terms thereof or shall be Reinstated.

(iii) *Voting:* Class 2 is Unimpaired by the Plan, and each Holder of a Class 2 Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Claims are not entitled to vote to accept or reject the Plan.

c. Class 3 – General Unsecured Claims

(i) *Classification*: Class 3 consists of General Unsecured Claims.

(ii) *Treatment*: Except to the extent a Holder of an Allowed General Unsecured Claim agrees to different treatment of that General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall be Reinstated and paid in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such General Unsecured Claim, or otherwise provided such treatment to render it Unimpaired, or as otherwise agreed to between the parties.

(iii) *Voting*: Class 3 is Unimpaired by the Plan, and each Holder of a Class 3 General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

d. Class 4 – Talc Personal Injury Claims

(i) *Classification:* Class 4 consists of Talc Personal Injury Claims.

(ii) *Treatment*: As of the Effective Date, the Talc Personal Injury Trust shall automatically, and without further act, deed, or court order, fully assume: (i) liability for all Talc Personal Injury Claims (including Demands); and (ii) the liability (if any) of the Settling Insurers for all Barred Claims. All Talc Personal Injury Claims and other Channeled Claims shall be channeled solely and exclusively to the Talc Personal Injury Trust in accordance with, and to the extent set forth in, Articles IV and VIII of the Plan, the applicable Plan Documents and the Confirmation Order. Each Talc Personal Injury Claim shall be resolved in accordance with the terms, provisions, and procedures of the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures. The Talc Personal Injury Trust shall be funded in accordance with the provisions of Section IV.E. of the Plan. The sole recourse of the Holder of a Talc Personal Injury Claim (including Future Demand Holders) or other Channeled Claim on account of such Talc Personal Injury Claim or Channeled Claim shall be to the Talc Personal Injury Trust, and each such Holder shall have no right whatsoever at any time to assert its Talc Personal Injury Claim or Channeled Claim against any Protected Party. Without limiting the generality of the foregoing, and notwithstanding anything therein or herein to the contrary, the Talc Personal Injury Channeling Injunction, Insurance Entity Injunction, and Settling Insurer Injunction prohibit any Entity from asserting, enforcing, or attempting to assert or enforce any Channeled Claim or Barred Claim against any Settling Insurer Releasee or the property or assets of a Settling Insurer Releasee.

(iii) *Voting*: Class 4 is Impaired by the Plan, and each Holder of a Class 4 Talc Personal Injury Claim is entitled to vote to accept or reject the Plan.

e. Class 5 – Financing Facility Claim

(i) *Classification:* Class 5 consists of the Financing Facility Claim.

(ii) *Treatment*: The Financing Facility Claim shall be Allowed in the amount of the Financing Amount, which Claim, at the option of the Holders thereof, shall be (i) paid in full as of the Effective Date; or (ii) Reinstated in full in the ordinary course in accordance with the terms of the Financing Facility or as otherwise agreed to between the Reorganized Debtor and the Non-Debtor Affiliates.

(iii) *Voting*: Class 5 is Unimpaired by the Plan, and the Holder of the Class 5 Financing Facility Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 5 Financing Facility Claim is not entitled to vote to accept or reject the Plan.

f. Class 6 – Intercompany Claims

(i) *Classification*: Class 6 consists of all Intercompany Claims.

(ii) *Treatment*: On or after the Effective Date, all Intercompany Claims shall be Reinstated and paid in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Intercompany Claim, or otherwise provided such treatment to render it Unimpaired, or as otherwise agreed to between the parties.

(iii) *Voting*: Class 6 is unimpaired by the Plan, and the Holders of Class 6 Intercompany Claims are conclusively deemed to have accepted the Plan. Therefore, Holders of Class 6 Intercompany Claims are not entitled to vote to accept or reject the Plan.

g. Class 7 – Debtor Equity Interests

(i) *Classification*: Class 7 consists of all Debtor Equity Interests.

(ii) *Treatment*: On the Effective Date Holders of Debtor Equity Interests shall retain such interests.[11]

(iii) *Voting*: Class 7 is Unimpaired. Holders of Class 7 Debtor Equity Interests are not entitled to vote to accept or reject the Plan.

ARTICLE VII. DESCRIPTION OF THE TALC PERSONAL INJURY TRUST, CONTRIBUTIONS BY THE DEBTOR AND NON-DEBTOR AFFILIATES, AND THE TALC PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

A. The Talc Personal Injury Trust

1. Creation of the Talc Personal Injury Trust

On the Effective Date, the Talc Personal Injury Trust shall be established in accordance with the Plan Documents, the Talc Personal Injury Trust Documents, and section 524(g) of the Bankruptcy Code and managed pursuant to the terms and conditions of the Talc Personal Injury Trust Documents. On the Effective Date, the Cooperation Agreement shall become effective and the Debtor's talc and asbestos-related records shall be treated in accordance therewith.

The purpose of the Talc Personal Injury Trust shall be (a) to assume all liabilities and responsibility for all Channeled Claims and, with respect to the Settling Insurers and Settling Insurer Releasees, all Barred Claims, and (b) to, among other things: (i) direct the processing, liquidation, and payment of all compensable Talc Personal Injury Claims in accordance with this Plan, the Talc Personal Injury Trust Agreement, the Talc Personal Injury Trust Distribution Procedures, and the Confirmation Order; (ii) preserve, hold, manage, and maximize the assets of the Talc Personal Injury Trust for use in paying and satisfying Talc Personal Injury Claims; and (iii) qualify at all times as a qualified settlement fund. The Talc Personal Injury Trust shall use the Talc Personal Injury Trust's assets and income to resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures in such a way that Holders of Talc Personal Injury Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Claims, and shall otherwise comply in all respects with the requirements of a trust established pursuant to sections 105(a) and 524(g)(2)(B) of the Bankruptcy Code.

On the Effective Date, all right, title, and interest in and to the Talc Personal Injury Trust Assets, and any proceeds thereof, will be transferred to, and vested in, the Talc Personal Injury Trust, free and clear of all Claims, Demands, Interests, Encumbrances, and other interests of any

[11] Equity in Reorganized Debtor will be reinstated and deemed reissued. In addition, new stock will be issued such that the new stock (the Collateral Stock) will equal at least 50.1% of all issued stock. The Collateral Stock will be returned to treasury upon full payment of the Trust Note or, should the board of directors of Reorganized Stephan Co. so vote and/or elect, distributed *pro rata* to holders of equity interests as of such date.

Entity, without any further action of the Bankruptcy Court or any Entity, but subject to (a) the provisions of Section IV.D. of the Plan and (b) Section VIII.L. of the Plan.

2. Appointment of the Talc Personal Injury Trustee

The individual nominated by the Talc Claimants' Committee and the Future Claimants' Representative to serve as the initial Talc Personal Injury Trustee shall be identified in an exhibit to the Plan Supplement. On the Effective Date, such individual shall be appointed as the Talc Personal Injury Trustee pursuant to the Plan, the Confirmation Order, and the Talc Personal Injury Trust Agreement, and all costs and expenses of the Talc Personal Injury Trustee shall be paid by the Talc Personal Injury Trust. All subsequent Talc Personal Injury Trustees shall be appointed in accordance with the terms of the Talc Personal Injury Trust Agreement. For purposes of performing the duties and fulfilling the obligations under the Talc Personal Injury Trust Agreement and the Plan, the Talc Personal Injury Trustee shall be deemed to be a party or parties in interest within the meaning of section 1109(b) of the Bankruptcy Code.

3. Advising the Talc Personal Injury Trust

a. Appointment of the Post-Effective Date Future Claimants' Representative

Subject to approval of the Bankruptcy Court, on the Effective Date, the person previously appointed as the Future Claimant's Representative shall be appointed, pursuant to the Plan, the Confirmation Order, and the Talc Personal Injury Trust Agreement, as the Post-Effective Date Future Claimants' Representative (all costs and expenses of the Post-Effective Date Future Claimants' Representative shall be paid by the Talc Personal Injury Trust). The Post-Effective Date Future Claimants' Representative shall have the functions, duties, and rights provided in, and shall serve in accordance with, the Talc Personal Injury Trust Agreement. In addition to the foregoing, the Post-Effective Date Future Claimants' Representative also may, at his or her option, participate in any: (a) appeal of the Confirmation Order; (b) hearing on a Professional Fee Claim; and (c) adversary proceeding pending on the Effective Date to which the Future Claimants' Representative is a party as of the Effective Date. Successor Post-Effective Date Future Claimants' Representatives will be appointed as provided in the Talc Personal Injury Trust Agreement.

b. Appointment of Talc Personal Injury Trust Advisory Committee Members

The five (5) individuals nominated by the Talc Claimants' Committee to serve as the initial members of the Talc Personal Injury Trust Advisory Committee shall be identified in the Plan Supplement. The Confirmation Order shall constitute an order of the Bankruptcy Court appointing the initial members of the Talc Personal Injury Trust Advisory Committee. The Talc Personal Injury Trust Advisory Committee shall have the functions, duties, and rights provided in, and shall serve in accordance with, the Talc Personal Injury Trust Agreement, and all costs and expenses of the Talc Personal Injury Trust Advisory Committee shall be paid by the Talc Personal Injury Trust as set forth in the Talc Personal Injury Trust Agreement. Successor members of the Talc Personal Injury Trust Advisory Committee will be appointed as provided in the Talc Personal Injury Trust Agreement.

4. Transfers to the Talc Personal Injury Trust

a. Transfer of Claims and Demands to the Talc Personal Injury Trust

In consideration for the property transferred to the Talc Personal Injury Trust, on the Effective Date, all liabilities, obligations, and responsibilities relating to all present and future Channeled Claims, including, without limitation, Talc Personal Injury Claims and Demands, shall be transferred and channeled to the Talc Personal Injury Trust and shall be satisfied solely by the assets held by the Talc Personal Injury Trust. The Talc Personal Injury Trust shall have no liability for any Claims and Demands other than Channeled Claims, Talc Personal Injury Trust Expenses, and Indemnified Claims, and no Claims other than Channeled Claims, Talc Personal Injury Trust Expenses, and Indemnified Claims shall be transferred and channeled to the Talc Personal Injury Trust.

b. Transfer of Rights and Defenses Related to Talc Personal Injury Claims

With the exception of those Claims and Causes of Action released by the Debtor pursuant to Section VIII.F. of the Plan and/or otherwise released pursuant to the Insurance Settlement Agreements (and Sale Order(s)), on the Effective Date all Claims, defenses, rights and Causes of Action of the Debtor and of the Reorganized Debtor relating to Channeled Claims shall be transferred and assigned to the Talc Personal Injury Trust. In accordance with section 1123(b) of the Bankruptcy Code, the Talc Personal Injury Trust shall retain and may enforce such Claims, defenses, rights, and Causes of Action and shall retain and may enforce all defenses and counterclaims to all Claims or Demands asserted against the Talc Personal Injury Trust, including, but not limited to, setoff, recoupment, and any rights under section 502(d) and 502(e) of the Bankruptcy Code; provided, however, that no such Claims, defenses, Causes of Action, or counterclaims may be asserted against any Protected Party; and provided further that the Talc Personal Injury Trust shall not retain any Related Insurance Claims or Released Insurance Claims and may not assert or enforce against any Settling Insurer Releasee any such Claims or Causes of Action or any other Barred Claim of any type. The Talc Personal Injury Trust shall be deemed to be the appointed representative of the Debtor and the Reorganized Debtor for purposes of evaluating, defending against, litigating and/or resolving Channeled Claims and may pursue, litigate, compromise, and settle any rights, Claims, or Causes of Action transferred to it, as appropriate.

Nothing herein or in the Plan is intended to or shall be deemed to (a) waive or assign to the Talc Personal Injury Trust the attorney-client privilege, common interest privilege, or attorney work product with respect to documents or communications of or involving the Debtor, Reorganized Debtor, or the Non-Debtor Affiliates (or their respective Representatives); or (b) except as set forth in the Cooperation Agreement, require the Debtor, Reorganized Debtor, or the Non-Debtor Affiliates (or their respective Representatives) or any other party to assign, provide or produce to the Talc Personal Injury Trust any documents or communications that are subject to the attorney-client privilege, common interest privilege or attorney work product (and for the avoidance of doubt, any agreement contained in the Cooperation Agreement to provide documents or communications to the Talc Personal Injury Trust shall be pursuant to Fed. R. Evid. 502(d) and therefore without waiver of any privilege notwithstanding the production of documents or communications thereunder). For the further avoidance of doubt, and notwithstanding anything to the contrary in the Confirmation Order or this Plan, no Settling Insurer Releasee shall be required to assign, provide, or produce to the Talc Personal Injury Trust any documents or communications that are protected from disclosure or otherwise subject to any privilege.

5. Talc Personal Injury Claimant Release & Talc Personal Injury Claims Asserted Against the Reorganized Debtor Post-Effective Date in Violation of the Talc Personal Injury Channeling Injunction

In connection with the resolution of Talc Personal Injury Claims, the Talc Personal Injury Trust Distribution Procedures shall provide that all Holders of Talc Personal Injury Claims shall execute a Talc Personal Injury Claimant Release as a precondition to receiving payment on account of their Talc Personal Injury Claims from the Talc Personal Injury Trust. Neither the Talc Personal Injury Claimant Release nor the Talc Personal Injury Trust Distribution Procedures shall be materially amended or modified in any way that impairs (a)(i) the releases of the Debtor and Non-Debtor Affiliates and injunctions contained in this Plan or in the Talc Personal Injury Claimant Release, or (ii) the Talc Personal Injury Trust's "qualified settlement fund" status under section 468B of the Internal Revenue Code, except with the consent of the Reorganized Debtor and the Non-Debtor Affiliates; or (b)(i) the releases of the Settling Insurer Releasees contained in this Plan, the Insurance Settlement Agreements, the Sale Order(s), or the Talc Personal Injury Claimant Release, or (ii) the Talc Personal Injury Channeling Injunction, Insurance Entity Injunction, or Settling Insurer Injunction, without the prior written consent of the Settling Insurers.

From and after the Effective Date with respect to any Talc Personal Injury Claims filed against the Reorganized Debtor in violation of the Talc Personal Injury Channeling Injunction, the Talc Personal Injury Trust, at its own cost and expense, shall exercise reasonable efforts to request that the plaintiff consensually dismiss such claim(s) as against the Reorganized Debtor. To the extent that plaintiff does not agree to consensually dismiss such claims, the Talc Personal Injury Trust shall exercise reasonable efforts to draft, file and prosecute a motion (which the Reorganized Debtor may join in at its own expense) seeking to enforce the Talc Personal Injury Channeling Injunction and to dismiss any such Talc Personal Injury Claims filed against the Reorganized Debtor. For the avoidance of doubt, the Talc Personal Injury Trust shall have standing and authority to file and prosecute such motion to enforce the Talc Personal Injury Channeling Injunction post-Effective Date.

6. Consideration for Talc Personal Injury Channeling Injunction

The assignment, transfer, and conveyance of the Talc Personal Injury Trust Assets (inclusive of the Non-Debtor Affiliates Contribution) to the Talc Personal Injury Trust on the Effective Date supports the imposition of the Talc Personal Injury Channeling Injunction in favor of all of the Protected Parties as of the Effective Date. Without limiting the generality of the foregoing, payment by a Settling Insurer of its Insurance Settlement Amount further supports ratification of the Settling Insurer Injunction and imposition of the Talc Personal Injury Channeling Injunction in favor of such Settling Insurer.

7. Termination of Obligation to Fund the Settlement Payment

Notwithstanding any other provision of the Plan, the obligations of the Non-Debtor

Affiliates to support the Plan and to contribute the Trust Note, shall expire if (a) the Plan is not approved by the required number of voting claimants under the terms of the Bankruptcy Code, (b) the Confirmation Order is not entered by the Confirmation Order Outside Date, or (c) the Effective Date does not occur by the Plan Effective Date Outside Date, unless the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative otherwise agree in writing.

8. Institution and Maintenance of Legal and Other Proceedings

From and after the Effective Date, the Talc Personal Injury Trust shall be empowered and entitled, in its sole and absolute discretion and at its own expense, to pursue, compromise, or settle all legal actions and other proceedings related to any asset, liability, or responsibility of the Talc Personal Injury Trust that is not released pursuant to the Plan, any Settlement Agreement, or Sale Order. For the avoidance of doubt, the Talc Personal Injury Trust shall not retain any authority over, and may not assert or enforce against any Settling Insurer Releasee, any Related Insurance Claim, Released Insurance Claim, or any other Barred Claim of any type.

B. Description of the Consideration Contributed to the Talc Personal Injury Trust

1. Non-Debtor Affiliates Contribution

On or prior to the Effective Date, the Non-Debtor Affiliates will contribute, or cause to be contributed, to the Talc Personal Injury Trust, the Trust Note as the Non-Debtor Affiliates Contribution.

In addition, effective automatically upon the occurrence of the Effective Date, the Non-Debtor Affiliates will release certain claims pursuant to the Related Party Release (which release shall not include the Financing Amount or Intercompany Claims). The Non-Debtor Affiliates Contribution (*i.e.,* the Trust Note and Related Party Release) will be made in settlement of any and all causes of action the Debtor may have against the Non-Debtor Affiliates or Related Parties and in consideration for the Non-Debtor Affiliates (and their Representatives) being included as a Protected Party in connection with the Talc Personal Injury Channeling Injunction as set forth herein and the Confirmation Order.

As part of the Non-Debtor Affiliates Contribution, the Non-Debtor Affiliates will waive, release, and discharge any and all Claims (other than Financing Facility Claim and Intercompany Claims which are Allowed and will be satisfied as set forth in Classes 5 and 6, respectively, above), suits, causes of action, controversies, demands, rights, Liens, indemnities, guarantees, and judgments held by one or more Non-Debtor Affiliates against the Debtor, the Talc Claimants' Committee, the Future Claimants' Representative, and each of their respective predecessors, successors, assigns, and Affiliates and its and their respective parents, subsidiaries, heirs, executors, estates, servants, nominees and Representatives, in each case solely in its capacity as such (the "Related Party Release"). The Related Party Release will be effectuated and effective automatically upon the occurrence of the Effective Date.

As further consideration for the benefits afforded in connection with this Plan, the Non-Debtor Affiliates will upon occurrence of a Settling Insurer's Insurance Settlement Trigger Date waive, release, and forever discharge such Settling Insurer (and the other Settling Insurer Releasees of such Settling Insurer) from any and all past, present, and future: (i) Talc Personal Injury Claims; (ii) Claims or Causes of Action that, directly or indirectly, are under, arise out of, relate to, or connect with such Settling Insurer's Settling Insurer Policies or any other Claims or Causes of Action that are covered or alleged to be covered under any of such Settling Insurer's Settling Insurer Policies, including any Channeled Claims, Barred Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims and Causes of Action that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Chapter 11 Case.

2. Debtor Contribution & Restructuring

On the Effective Date, or as soon as practicable thereafter, the Debtor or Reorganized Debtor (as applicable) will transfer, or cause to be transferred, to the Talc Personal Injury Trust, the Debtor Contributed Cash, the Debtor Guaranty, the Pledge and Security Agreement and the Talc Personal Injury Insurance Assets (collectively, the "Debtor Contribution").

For the avoidance of doubt, from and after the Effective Date, except as provided in the FFIC Settlement Agreement, the Talc Personal Injury Trustee, on behalf of the Talc Personal Injury Trust, shall have the sole right and authority, to assert, prosecute and/or settle any coverage claims under the Transferred Policies for or relating to Talc Personal Injury Claims. To facilitate such settlements, the Talc Personal Injury Trustee may request that the Bankruptcy Court approve such settlements under subsections 363(b), (f), and (m) of the Bankruptcy Code and enter injunctive relief pursuant to section 105 of the Bankruptcy Code. For the further avoidance of doubt, upon occurrence of a Settling Insurer's Insurance Settlement Trigger Date, the Talc Personal Injury Trustee shall neither have nor retain any right or authority to take any action against, or pursue any recovery from, such Settling Insurer for any Claim or Cause of Action settled, released, and/or sold pursuant to such Settling Insurer's Insurance Settlement Agreement (including without limitation Released Insurance Claims and Related Insurance Claims); *provided* that the Talc Personal Injury Trustee may enforce its rights (if any) and/or the obligations of such Settling Insurer under the applicable Insurance Settlement Agreement.

The Debtor Guaranty of the Trust Note shall be secured by a lien on 50.1% of the stock of the Reorganized Debtor (the "Collateral Stock"), and on the Effective Date, the Reorganized Debtor shall deliver certificates (or the legal equivalent thereof) representing 50.1% of the Reorganized Debtor's stock to the Talc Personal Injury Trust to be held by the Talc Personal Injury Trustee in accordance with the Debtor Guaranty and Pledge and Security Agreement. Upon payment in full of the Trust Note in accordance with its terms, the Collateral Stock shall be free of any security interest and shall be returned to the Debtor to be held in treasury, subject to any subsequent vote of the Reorganized Debtor's Board.

On the Effective Date, the Reorganized Debtor Stock shall be deemed issued (or reissued) to treasury and Holders of the Debtor's Equity, subject to the terms of the Debtor Guaranty and Pledge and Security Agreement. As set forth in this Plan, section 1145 of the Bankruptcy Code shall apply to any such issuance or reissuance.

The sequence of the foregoing transactions and other Restructuring Transactions to be effectuated on the Effective Date will be set forth in the Implementation Step Plan, which plan shall be in form and substance reasonably acceptable to the Debtor, the Non-Debtor Affiliates, any Settling Insurer, the Talc Claimants' Committee, and the Future Claimants' Representative.

C. Other Key Terms of the Talc Personal Injury Trust Agreement

1. Talc Personal Injury Trust Expenses

The Talc Personal Injury Trust shall pay all Talc Personal Injury Trust Expenses from the Talc Personal Injury Trust Assets. None of the Plan Proponents, the Debtor's Estate, the Reorganized Debtor, nor any other Protected Party shall have any obligation to pay any Talc Personal Injury Trust Expenses or any other liabilities of the Talc Personal Injury Trust. The Talc Personal Injury Trust shall promptly pay all Talc Personal Injury Trust Expenses incurred by the Reorganized Debtor for any and all liabilities, costs, or expenses as a result of taking any action on behalf of, and at the direction of, the Talc Personal Injury Trust.

D. Talc Personal Injury Trust Distribution Procedures

The goal of the Talc Personal Injury Trust is to treat all similarly situated present and future Holders of Talc Personal Injury Claims in substantially the same manner and in accordance with the requirements of section 524(g) of the Bankruptcy Code. To further that goal, the Talc Personal Injury Trust will resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Distribution Procedures, which will be attached to the Plan Supplement and is incorporated herein by reference. The Talc Personal Injury Trust Agreement provides that the Talc Personal Injury Trust will make payments to Holders of eligible Talc Personal Injury Claims pursuant to the Talc Personal Injury Trust Distribution Procedures while maintaining sufficient resources to pay future Holders of eligible Talc Personal Injury Claims in substantially the same manner.

Because of the nature of the Talc Personal Injury Claims pool and the limited resources of the Talc Personal Injury Trust, the Talc Personal Injury Trust Distribution Procedures only provide for the payment of Talc Personal Injury Claims based on certain diseases as described in the Talc Personal Injury Trust Distribution Procedures. The Talc Personal Injury Trustee will supervise the review of filed Talc Personal Injury Claims with the goal of approving only those Talc Personal Injury Claims that provide evidence of the type of exposure that was required by the Debtor for settlement of claims in the tort system.

To qualify for payment from the Talc Personal Injury Trust, claimants must submit specific medical and exposure evidence as provided in the Talc Personal Injury Trust Distribution Procedures. The Talc Personal Injury Trust Distribution Procedures shall require the Talc Personal Injury Trust, with the consent of the Talc Personal Injury Trust Advisory Committee and the Future Claimants' Representative, to develop claims audit procedures.

Solely for purposes of voting to accept or reject the Plan—and not for the purpose of the allowance, distribution or any other purpose, and without prejudice to the rights of any entity in any other context, each holder of a Talc Personal Injury Claim will have a single vote in the amount of $1.00 for voting purposes only.

Claimants will be required to submit a filing fee, in an amount to be set forth in the Talc

Personal Injury Trust Distribution Procedures, to have a Talc Personal Injury Claim processed by the Talc Personal Injury Trust. This fee will be refunded in full to claimants who receive and accept payment of a settlement offer from the Talc Personal Injury Trust.

As a condition to making payment to a claimant with respect to a Talc Personal Injury Claim, the Talc Personal Injury Trust will obtain, for the benefit of the Talc Personal Injury Trust and the Protected Parties, a Talc Personal Injury Claimant Release.

Potential claimants should be aware (and will need to certify and acknowledge as much in the Talc Personal Injury Claimant Release) that any funds they recover from the Talc Personal Injury Trust, or against any "primary plan" as defined in the Medicare Secondary Payer Statute, 42 U.S.C. § 1395y(b) (the "MSPS"), could be subject to repayment obligations owing or potentially owing under the MSPS or related rules, regulations, or guidelines. Potential claimants should also be aware that, as a condition of receiving payment from the Talc Personal Injury Trust or any "primary plan" as defined by the MSPS, the claimants may be asked to certify that they will comply with any obligations owing or potentially owing under the MSPS or related rules, regulations, or guidelines. The TDP requires that to the extent required, the Talc Personal Injury Trust shall act as a reporting entity under 42 U.S.C. § 1395y(b) for any Protected Party.

There can be no certainty as to the precise amounts that will be distributed by the Talc Personal Injury Trust in any particular time period or when eligible Talc Personal Injury Claims will be paid by the Talc Personal Injury Trust. Payments that will be made on eligible Talc Personal Injury Claims will be determined under the Talc Personal Injury Trust Distribution Procedures and will be based, on the one hand, on estimates of the number, types, and amount of current Talc Personal Injury Claims and expected future Demands, and on the other hand, on the value of the assets of the Talc Personal Injury Trust, the liquidity of the Talc Personal Injury Trust, the Talc Personal Injury Trust's expected future income and expenses, and other matters that are likely to affect the sufficiency of funds to pay all holders of Talc Personal Injury Claims.

All Talc Personal Injury Claims paid by the Talc Personal Injury Trust will be subject to a payment percentage. The initial payment percentage will be established by the Trustee following the Effective Date and may be modified from time to time consistent with the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures

ARTICLE VIII.
OTHER ASPECTS OF THE PLAN

A. Distributions Under the Plan on Account of Claims Other than Talc Personal Injury Claims

Other than with respect to payments to be made on account of Talc Personal Injury Claims and Talc Personal Injury Trust Expenses from the Talc Personal Injury Trust, the Reorganized Debtor shall make all Distributions required to be made under the Plan as provided under Article VI of the Plan. All distributions to be made by the Talc Personal Injury Trust shall be made in accordance with the terms of the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

1. Timing and Condition of Distributions

a. Record Date for Holders of Claims

Except as otherwise provided in a Final Order, 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 for objecting to such transfer has not expired by the Distribution Record Date.

b. Timing of Distributions

Except as otherwise provided herein, any Distributions to be made hereunder on account of Allowed Claims (other than Talc Personal Injury Claims and, for the avoidance of doubt, any claims previously paid or otherwise satisfied) shall be made (1) on the Effective Date or as soon thereafter as is practicable for Claims that are Allowed as of the Effective Date or (2) within thirty (30) days of the date on which a Claim becomes Allowed if such Claim becomes Allowed after the Effective Date.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on, or as soon as reasonably practicable after, the next succeeding Business Day, but shall be deemed to have been completed as of the required date, and no interest shall accrue or be payable on any such payment on the basis that such payment was not actually made on the required date.

c. Post-Petition Interest on Claims

Except as otherwise provided in the Plan, the Plan Documents or the Confirmation Order, Holders of Claims and Interests shall not be entitled to interest, dividends, or accruals on the Distributions provided for herein, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

2. Delivery of Distributions

a. Delivery of Distributions in General

All Distributions to any Holder of an Allowed Claim shall be made at the address of such Holder as set forth on (a) any Schedules filed with the Bankruptcy Court, (b) a Proof of Claim filed by or on behalf of such Holder in the Chapter 11 Case, or (c) the books and records of the Debtor, unless the Debtor or the Reorganized Debtor, as applicable, have been notified in writing of a change of address.

If any Holder's Distribution is returned as undeliverable, then no further Distributions to such Holder shall be made unless and until the Reorganized Debtor are notified of such Holder's then-current address, at which time any missed Distribution shall be made to such Holder without interest. A Cash Distribution that is not claimed by the expiration of three (3) months from the date that such Distribution was made – along with any further Distributions withheld under Section VI.E. of the Plan – shall be deemed unclaimed property under section 347(b) of the Bankruptcy

Code and shall revest in the Reorganized Debtor, and the Claim of any Holder to such Distributions or any further Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Debtor or Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

b. Cash Distributions

At the option of the Debtor or Reorganized Debtor, as applicable, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in any applicable agreement.

Checks issued by the Reorganized Debtor in respect of Distributions on Allowed Claims shall be null and void if not presented for payment within ninety (90) days after the date of issuance thereof. Requests for reissuance of any check shall be made in writing to the Reorganized Debtor by the Holder of the Allowed Claim to whom such check originally was issued on or before the expiration of the ninety (90) day period following the date of issuance of such check. All funds held on account of a check voided in accordance with Section VI.E.2. of the Plan shall be returned to the Reorganized Debtor, and the Claim of any Holder to such Distributions shall be discharged and forever barred.

3. Setoff and Recoupment

The Debtor or Reorganized Debtor (or the Talc Personal Injury Trust to the extent it pertains to an Talc Personal Injury Claim) may, but shall not be required to, set off and/or recoup against any Claim (for purposes of determining the Allowed Amount of such Claim on which a Distribution shall be made), any claims of any nature whatsoever that the Debtor or Reorganized Debtor (or the Talc Personal Injury Trust to the extent it pertains to a Talc Personal Injury Claim) may have against the Holder of such Claim, and the failure to do so shall not constitute a waiver or release by the Debtor or Reorganized Debtor of any such claims that the Debtor or Reorganized Debtor may have against the Holder of such Claim.

4. Procedures for Resolving and Treating Disputed Claims Other than Talc Personal Injury Claims and Professional Fee Claims

All Disputed Claims asserted against the Debtor other than Talc Personal Injury Claims and Professional Fee Claims shall be subject to the provisions of Article VII of the Plan.

a. Objection To and Estimation of Claims Other than Talc Personal Injury Claims and Professional Fee Claims

Except as otherwise provided in the Plan, including in Sections VII.C. and VII.D. of the Plan, the Debtor or Reorganized Debtor, as the case may be, shall be entitled to file objections to Claims that have been brought or filed in the Bankruptcy Court (including with the Debtor's Claims Agent) or should properly have been brought in the Bankruptcy Court but were brought in other forums, on or before the date that is one-hundred and twenty (120) days after the Effective Date (unless such day is not a Business Day, in which case such deadline shall be the next Business Day thereafter) (the "Claims Objection Deadline"), as the same may be extended from time to time by the Bankruptcy Court (and upon the filing of a motion by the Reorganized Debtor to extend the

Claims Objection Deadline, such deadline shall automatically be deemed extended until the Bankruptcy Court rules on such motion without the need for any bridge order).

In addition, the Debtor or Reorganized Debtor, as the case may be, may, before the expiration of the Claims Objection Deadline, request that the Bankruptcy Court estimate any contingent, unliquidated or Disputed Claim for any reason pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate such Claim at any time, including, without limitation, during the pendency of litigation concerning any objection to any Claim or of any appeal relating thereto. The Debtor and Reorganized Debtor shall be authorized to settle, compromise, withdraw or litigate to judgment such objections without further approval of the Bankruptcy Court.

The foregoing shall not apply to Talc Personal Injury Claims or Professional Fee Claims.

b. Payments and Distributions with Respect to Disputed Claims

Notwithstanding any other provision of the Plan, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order and the Disputed Claim, or some portion thereof, has become an Allowed Claim.

Holders of Claims, other than Talc Personal Injury Claims, that were required to file proofs of claim and/or serve requests for payment of such Claims prior to any applicable Bar Date(s), and that did not file and serve such a request by such applicable Bar Date(s), including the Bar Date(s) with respect to General Unsecured Claims (including claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code), Administrative Expense Claims, Priority Claims, and/or other governmental Claims, shall be forever barred, estopped and enjoined from asserting such Claims against the Debtor or its property (unless such Claim has been otherwise permitted to be filed as a late claim by the Bankruptcy Court).

c. Resolution of Talc Personal Injury Claims

All Talc Personal Injury Claims shall be resolved by the Talc Personal Injury Trust in accordance with Section IV.E. of the Plan, pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures. Only the Talc Personal Injury Trust will have the right to review and resolve Talc Personal Injury Claims. All Talc Personal Injury Claims must be submitted solely and exclusively to the Talc Personal Injury Trust for resolution which shall be all in accordance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

d. Resolution of Professional Fee Claims

Professional Fee Claims shall be determined and, if Allowed, paid from the Professional Fee Escrow Account in accordance with Section II.B. of the Plan.

B. Means for Implementation of the Plan

1. Generally

On and after the Confirmation Date, the Debtor shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to implement the provisions of the Plan, including, without limitation, the creation of the Talc Personal Injury Trust and the preparations for the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust.

From and after the Effective Date, the Reorganized Debtor shall be governed pursuant to Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation and any other applicable formation documents. The Reorganized Debtor and its officers and directors shall be authorized to issue, execute, deliver, file, or record such agreements, instruments, releases, and other documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Restructuring Transactions, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. The authorizations and approvals contemplated by Section IV.I. of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

2. Reorganized Debtor's Bylaws and Reorganized Debtor's Certificate of Incorporation

On or promptly after the Effective Date, to the extent necessary and amended, the Reorganized Debtor will file Reorganized Debtor's Certificate of Incorporation with the Secretary of State in Florida. After the Effective Date, the Reorganized Debtor may, to the extent necessary, amend and restate Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation and any other constituent documents as permitted by the laws of Florida.

3. Payment of Other Claims

On the Effective Date, the Reorganized Debtor shall (a) with respect to each unpaid Administrative Expense Claim, Priority Tax Claim, Priority Non-Tax Claim, Secured Claim, and General Unsecured Claim, to the extent not simply Reinstated pursuant to this Plan, pay the Allowed Amount of such claim in full in Cash (collectively, the "Effective Date Payment") or reserve Cash sufficient for payment of the Allowed amount of such claim in full and (b) reserve or have access to Cash sufficient for payment of all legal fees and expenses reasonably likely to be incurred by the Reorganized Debtor through the Effective Date, including all legal fees and expenses necessary to defend to final resolution any appeal of the Confirmation Order, hearing on a Professional Fee Claim (the aggregate amount of such reserved Cash pursuant to clause (b), the "Reserve Funds"). The Reorganized Debtor will transfer, or cause to be transferred, to the Talc Personal Injury Trust any Reserve Funds remaining in the Professional Fee Escrow Account following the Reorganized Debtor's payment in full of all Allowed Professional Fee Claims and the Financing Amount.

4. The Reorganized Debtor's Corporate Existence

On the Effective Date, Reorganized Debtor shall issue the Collateral Stock, which

Collateral Stock shall be subject to the security interest in 50.1% of such stock granted to the Talc Personal Injury Trust pursuant to the Pledge and Security Agreement to secure the obligations under the Debtor Guaranty. Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, the Reorganized Debtor will continue to exist after the Effective Date as a separate corporate entity, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which the Reorganized Debtor is incorporated and pursuant to Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation, and any other formation documents in effect following the Effective Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval.

Except as otherwise provided in the Plan, any Insurance Settlement Agreement, Sale Order, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in the Estate, all Causes of Action in favor of the Debtor not otherwise waived, relinquished, exculpated, released, compromised, or settled under the Plan, any Insurance Settlement Agreement, Sale Order, or any other Final Order, and any property acquired or otherwise retained by the Debtor pursuant to the Plan, except for the Professional Fee Escrow Account, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, any Insurance Settlement Agreement, or Sale Order, the 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, approval by or further order of the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtor may pay the charges it incurs on or after the Effective Date for the fees, disbursements, and expenses of the Debtor's Retained Professionals incurred from and after the Effective Date without application to the Bankruptcy Court.

5. Directors and Officers of the Reorganized Debtor

On the Effective Date, the Reorganized Debtor's Board, as well as the officers of Reorganized Debtor, shall consist of the individuals identified in the Plan Supplement.

6. Operations of the Debtor Between Confirmation and the Effective Date

The Debtor shall continue to operate as debtor and debtor-in-possession during the period from the Confirmation Date through and until the Effective Date.

7. Corporate Action

Upon the Effective Date, all actions contemplated by or necessary to effectuate the Plan shall be deemed authorized and approved in all respects, including: (1) assumption of Executory Contracts, except as otherwise provided in the Plan Supplement, or any order of the Bankruptcy Court; (2) appointment and, if necessary to the extent of any changes to the current board of directors, installation of the Reorganized Debtor's Board as set forth in the Plan Supplement; (3) execution and entry into the Talc Personal Injury Trust Documents; (4) implementation of the Restructuring Transactions contemplated by the Plan (including by way of (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law, (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the Plan and having other terms to which the applicable parties agree, and (c) the filing of appropriate certificates of formation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law); and (5) all other actions contemplated by the Plan (whether occurring before on or after the Effective Date). Except as expressly provided in Article IV of the Plan, all matters provided for in the Plan involving the corporate structure of the Reorganized Debtor, and any corporate action required by the Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, manager(s), members, directors, or officers of the Debtor or the Reorganized Debtor.

C. Treatment of Executory Contracts

1. General Treatment

As of the Effective Date, the Debtor shall be deemed to have assumed any and all Executory Contracts to which any Debtor is a party, except for (1) any Executory Contracts listed on the Rejected Executory Contract and Unexpired Lease List, (2) any Executory Contracts specifically addressed pursuant to an order of the Bankruptcy Court that becomes a Final Order on or before the Effective Date, and (3) any Settling Insurer Policy (which shall be sold back in accordance with the applicable Insurance Settlement Agreements). As of the Effective Date, the Debtor shall be deemed to have assumed any and all Executory Contracts not otherwise listed on the Rejected Executory Contract and Unexpired Lease List (or otherwise rejected pursuant to other order of the Bankruptcy Court), provided that the Debtor shall not be deemed to have assumed any Settling Insurer Policy (which shall be sold back in accordance with the applicable Insurance Settlement Agreements). The Debtor shall provide notice of any amendment to the Rejected Executory Contracts and Unexpired Lease List to the counterparties affected by such amendment and to the parties on any master service list established by the Bankruptcy Court in the Chapter 11 Case. The fact that any contract or lease is listed on the Rejected Executory Contract and Unexpired Lease List shall not constitute or be construed to constitute an admission that such contract or lease is an Executory Contract within the meaning of section 365 of the Bankruptcy Code or that the Debtor or of its successors in interest (including the Reorganized Debtor) has any liability thereunder.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections or assumptions, as the case may be, pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, subject to the Debtor's right to amend the Assumed Executory Contract and Unexpired Lease List at any time prior to the Effective Date.

2. Cure of Defaults

On or as soon as reasonably practicable after the Effective Date, in accordance with section 365(b)(1) of the Bankruptcy Code, any monetary amounts by which each Executory Contract on being assumed and not otherwise included on the Rejected Executory Contract and Unexpired

Lease List shall be satisfied in full by the payment of such obligation in the ordinary course and/or other agreed proposed cure amount. In the event of a dispute regarding (1) the nature or amount of any cure payment, (2) the ability of the Debtor or the Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract to be assumed, or (3) any other matter pertaining to the assumption, the payment of the cure amount, if any, shall occur following entry of a Final Order resolving the dispute.

3. Rejection Damages Claims

In the event that the rejection of an Executory Contract by the Debtor pursuant to the Plan results in damages to a non-Debtor counterparty to such Executory Contract, a claim for such damages shall be forever barred and shall not be enforceable against the Debtor or the Reorganized Debtor, any of their Affiliates, or any of their respective properties or interests in property, and the non-Debtor counterparty shall be barred from receiving any Distribution under the Plan on account of such Claim, unless a Proof of Claim with respect to such damages is filed with the Bankruptcy Court and served upon counsel for the Debtor on or before the Rejection Damages Claims Bar Date. All Rejection Damages Claims shall remain Disputed, subject to the procedures for disputed claims set forth in Article VII of the Plan, unless and until, and only to the extent, such Rejection Damages Claim has become Allowed pursuant to (1) a Final Order of the Bankruptcy Court, (2) the terms of an agreement by and among the Holder(s) of such Rejection Damages Claim and the Debtor (or Reorganized Debtor, as the case may be), or (3) a provision of the Plan expressly allowing such Rejection Damages Claim.

D. Effect of Confirmation

1. Discharge of Talc Claimants' Committee and Future Claimants' Representative

Except as provided in Section XII.D. of the Plan, the Talc Claimants' Committee and the Future Claimants' Representative shall continue in existence until the Effective Date.

Except as provided in Section XII.D. of the Plan, on and after the Effective Date, the rights, duties, and responsibilities of the Future Claimants' Representative shall be assumed by the Post-Effective Date Future Claimants' Representative set forth in the Talc Personal Injury Trust Agreement.

On and after the Effective Date, the Talc Claimants' Committee and the Future Claimants' Representative shall continue in existence and shall have post-Effective Date standing and capacity (i) to complete matters, if any, including litigation, appeals, or negotiations pending as of the Effective Date that are not released pursuant to the Plan; (ii) to grant or withhold, in their sole discretion, any consent contemplated or required under the Plan; (iii) to prosecute or defend any Professional Fee Claims of the Talc Claimants' Committee or Future Claimants' Representative; (iv) to oppose any appeals of the Confirmation Order; and (v) to prepare and prosecute applications for the payment of fees and reimbursement of expenses of their respective professionals. In all events, the Talc Claimants' Committee's professionals, and the Future Claimants' Representative and its professionals, shall have the right to seek, and shall be entitled to, reasonable fees and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code for services rendered, including those services arising from or connected with any matter authorized or described in Section XII.D. of the Plan.

The Debtor shall pay or reserve in the Professional Fee Escrow Account such reasonable fees and expenses incurred or projected to be incurred through the Effective Date, in accordance with the procedures set forth in the Plan and in accordance with the Bankruptcy Code, Bankruptcy Rules or other orders relating to interim and final fee applications approved by the Bankruptcy Court during the Chapter 11 Case. The Talc Personal Injury Trust shall pay such reasonable fees and expenses relating to any post-Effective Date activities authorized or described in Section XII.D. of the Plan without the necessity of approval by the Bankruptcy Court.

Upon (i) the completion of all matters authorized and described in Section XII.D. of the Plan and (ii) the irrevocable and indefeasible payment in full of all Allowed Professional Fee Claims of the Talc Claimants' Committee, the Talc Claimants' Committee shall be automatically dissolved, and the members thereof shall be discharged of and from all further authority, duties, responsibilities, liabilities, and obligations related to, or arising from, the Chapter 11 Case.

Upon (i) the completion of all matters authorized and described in Section XII.D. of the Plan and (ii) the irrevocable and indefeasible payment in full of all Allowed Professional Fee Claims of the pre-Effective Date Future Claimants' Representative, the pre-Effective Date Future Claimants' Representative shall be discharged of and from all further authority, duties, responsibilities, liabilities, and obligations related to, or arising from, the Chapter 11 Case.

Upon the dissolution of the Talc Claimants' Committee, the Talc Personal Injury Advisory Committee shall succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Talc Claimants' Committee and shall enjoy the work product protections that were applicable or available to the Talc Claimants' Committee before its dissolution.

Upon the discharge of the pre-effective date Future Claimants' Representative, the Post-Effective Date Future Claimants' Representative shall succeed to, and exclusively hold, the attorney client privilege and any other privilege held by the pre-Effective Date Future Claimants' Representative and shall enjoy the work product protections that were applicable or available to the pre-Effective Date Future Claimants' Representative before his discharge.

Notwithstanding the foregoing dissolution and/or discharge of the pre-Effective Date Future Claimants' Representative and the Talc Claimants' Committee on the Effective Date, to the extent the Effective Date occurs prior to the entry of a Final Order with respect to final fee applications of Professionals retained by order of the Bankruptcy Court during the Chapter 11 Case, consistent with sub-section (c) above, the Talc Claimants' Committee and the Future Claimants' Representative may, at their option, continue to serve and their professionals shall be compensated with respect to prosecution of Final Fee Applications and/or matters related to any appeals (if any) with respect to the Confirmation Order until a Final Order is entered with respect to such proceedings. All reasonable and necessary post-Effective Date fees and expenses of the professionals retained by the Talc Claimants' Committee and the Future Claimants' Representative shall be paid from available funds, if any, in the Professional Fee Escrow Account (provided that to the extent such account lacks sufficient funds to pay any such post-Effective Date fees, such fees shall be paid and satisfied by the Talc Personal Injury Claims Trust). If any dispute regarding the payment of such fees and expenses arises, the parties shall attempt to resolve such dispute in good faith. If they fail to resolve such dispute, they shall submit the dispute to the Bankruptcy Court for resolution.

2. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to any Insurance Settlement Agreement, any Sale Order, the Debtor Release, and the release of Preference Actions), the Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action in its favor, whether arising before or after the Petition Date, and the Reorganized Debtor's rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtor may pursue such Causes of Action, as appropriate, in accordance with the best interest of the Reorganized Debtor. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtor or Reorganized Debtor, as applicable, will not pursue any and all available Causes of Action. Except with respect to Causes of Action as to which the Debtor or Reorganized Debtor have expressly released any Person or Entity on or prior to the Effective Date (including pursuant to any Insurance Settlement Agreement, any Sale Order, the Debtor Release, or otherwise), the Debtor or Reorganized Debtor, as applicable, expressly reserves all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, any Insurance Settlement Agreement, or Sale Order. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, any Insurance Settlement Agreement, Sale Order, or other Bankruptcy Court order, the Reorganized Debtor expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. For the avoidance of doubt, and notwithstanding anything to the contrary in the foregoing or otherwise herein, neither the Debtor nor the Reorganized Debtor shall retain any Related Insurance Claim or Released Insurance Claim, or any other Claim or Cause of Action released, settled, and/or sold back to a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement; all such Claims and Causes of Action shall upon a Settling Insurer's Insurance Settlement Trigger Date be forever barred, released, waived, relinquished, and enjoined as against such Settling Insurer.

Further, all Holders of Talc Personal Injury Claims shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action in their favor, whether arising before or after the Petition Date, except for those Causes of Action released, channeled, or otherwise enjoined hereunder or under any Sale Order. For the avoidance of doubt, and notwithstanding anything to the contrary in the foregoing or otherwise herein, Holders of Channeled Claims (including Holders of Talc Personal Injury Claims and Future Demand Holders) shall not be entitled to assert, commence, pursue, or otherwise enforce or collect any portion of a Channeled Claim or Barred Claim (including for the avoidance of doubt, a Talc Personal Injury Claim) from any Settling Insurer Releasee or the property or assets thereof (including the

Purchased Property).

3. Insurance Provisions

(a) Other than the permissibility of the Insurance Assignment as provided for in the Plan, or as otherwise provided in the Bankruptcy Code, applicable law, or the findings made by the Bankruptcy Court in the Confirmation Order, nothing in the Plan shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms of any Transferred Policy, or the rights or obligations of the parties under the Transferred Policies, to the extent such rights and obligations are otherwise available shall be determined pursuant to applicable law.

(b) Nothing in Section IV.O. of the Plan is intended or shall be construed to preclude otherwise applicable principles of res judicata or collateral estoppel from being applied against any Entity.

(c) Certain Settling Insurer Matters

(i) Each Insurance Settlement Agreement is effective and binding upon the Talc Personal Injury Trust, the Talc Personal Injury Trustee, all Entities who have notice (including constructive notice, to the extent applicable), and any of the foregoing Entities' successors and assigns, upon entry of the Sale Order approving such Insurance Settlement Agreement and satisfaction of all conditions precedent. Payment of a Settling Insurer's Insurance Settlement Amount, and the releases by the Debtor (including on behalf of any Insured) of such Settling Insurer shall occur and/or be effective according to the terms of such Settling Insurer's Insurance Settlement Agreement. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan. The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Sale Order approving such Insurance Settlement Agreement. No provision of the Plan or Confirmation Order shall be interpreted to affect or limit the protections afforded to any Settling Insurer by (i) such Settling Insurer's Insurance Settlement Agreement (and corresponding Sale Order), including without limitation the Settling Insurer Injunction, or (ii) the Debtor Discharge Injunction, Insurance Entity Injunction, and/or Talc Personal Injury Channeling Injunction.

(ii) In consideration of the Talc Personal Injury Channeling Injunction and releases and other covenants set forth in the Plan, upon a Settling Insurer's Insurance Settlement Trigger Date, each of the Non-Debtor Affiliates: (a) ratifies the releases of such Settling Insurer set forth in such Settling Insurer's Insurance Settlement Agreement; and (b) ratifies and further consents to the sale of the Purchased Property to such Settling Insurer in accordance with such Settling Insurer's Insurance Settlement Agreement and to the contribution of the proceeds therefrom to the Professional Fee Escrow Account and the Talc Personal Injury Trust, as set forth in the Plan.

(iii) Neither the Insurance Settlement Agreements nor any of the Settling Insurers' actions or inactions in this Chapter 11 Case shall be construed as support for the

Insurance Assignment, the Talc Personal Injury Trust Distribution Procedures, or any findings or determinations (including those that will or may be set forth in the Confirmation Order) related to either, and no party shall in any proceeding argue that the Settling Insurers agreed to or acquiesced in such findings or determinations, the Insurance Assignment, or the Talc Personal Injury Trust Distribution Procedures; the Settling Insurers take no position on any of the foregoing.

4. Medicare Provisions

None of the Protected Parties will have any reporting obligations in respect of their contributions to the Talc Personal Injury Trust, or in respect of any payments, settlements, resolutions, awards, or other liquidations of Claims, Demands, or Causes of Action by the Trust, under the reporting provisions of MSPA or MMSEA. To that end, the following shall apply (and the Confirmation Order shall so provide):

(a) The Talc Personal Injury Trust shall register as a "Responsible Reporting Entity" under the reporting provisions of MMSEA.

(b) With respect to all Talc Personal Injury Claims, the Talc Personal Injury Trust shall maintain sufficient funds to pay any and all Medicare Claims.

(c) The Talc Personal Injury Trust shall confirm whether the Holder of any Talc Personal Injury Claim is enrolled in Medicare Parts A and B (fee-for-service), Part C (Medicare Advantage), or Medicare Part D (drug coverage). This includes implementing an appropriate process to gather the necessary information for querying CMS on such determination, including: the Holder's first and last name, date of birth, gender, address, and social security number or health insurance claim number.

(d) The Talc Personal Injury Trust shall timely submit all reports required under MMSEA because of any Talc Personal Injury Claims (including Demands) settled, resolved, paid, or otherwise liquidated by the Talc Personal Injury Trust. The Trust, as a Responsible Reporting Entity, shall follow all applicable guidance published by the CMS and/or any other agency or successor Entity charged with responsibility for tracking, assessing, or receiving reports made under MMSEA to determine whether, and, if so, how, to report to such agency or agencies under MMSEA.

(e) Before remitting funds to any Entity on account of a Talc Personal Injury Claim, the Talc Personal Injury Trustee shall obtain (i) a certification that said Entity (or such Entity's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under the MSPA provisions, or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim, and (ii) an agreement that such Entity indemnify the Trust for any such obligations. The failure by one or more Holders of Talc Personal Injury Claims to follow these provisions shall not delay or impair the payment by the Talc Personal Injury Trust to any other Holder following these provisions.

(f) Upon request, the Talc Personal Injury Trust shall provide to a Settling Insurer information sufficient to perform their own queries to CMS, to the extent they wish to do so, including a report setting forth: (a) each Holder of a Talc Personal Injury Claim who the Talc

Personal Injury Trustee has determined to be a Medicare beneficiary; and (b) the amount of (i) all Conditional Payments to each such Medicare beneficiary and (ii) the reserve maintained by the Talc Personal Injury Trust for each Medicare Claim based upon such Conditional Payments.

(g) The Talc Personal Injury Trust shall submit reimbursement to the CMS relating to Talc Personal Injury Claims.

(h) With respect to all Talc Personal Injury Claims, the Talc Personal Injury Trust shall maintain sufficient funds to pay any potential reimbursements to the CMS in full and consider the potential future interests of the CMS.

(i) The Social Security Administration may change (or may have already changed) its processes and/or procedures in a manner that is inconsistent with the foregoing. The Talc Personal Injury Trustee shall make best efforts to comply meaningfully with the foregoing while adhering to the Social Security Administration's most recent processes, procedures, and requirements.

Nothing in the Plan shall imply or constitute an admission that the Protected Parties are "applicable plans" within the meaning of MMSEA or that they have any legal obligation to report any actions undertaken by the Talc Personal Injury Trust or contributions to the Talc Personal Injury Trust under MMSEA or any other statute or regulation.

5. Exemption from Certain Taxes and Fees; Securities Law Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of any Security or other property pursuant hereto, as well as any sale transactions consummated by the Debtor in accordance with the Plan on and after the Confirmation Date through and including the Effective Date, shall not be subject to any stamp, real estate, transfer, mortgage recording or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien, or other security interest, (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction, or (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan.

Pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, reissuance and distribution of the Interests (including the Collateral Stock) pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, reissuance, distribution, or sale of the Interests (including Collateral Stock) as Securities.

E. Releases, Injunctions, and Indemnification of Claims

1. Discharge of Debtor and the Reorganized Debtor

Except as specifically provided in the Plan, Confirmation Order, any Insurance Settlement Agreement, or any Sale Order, pursuant to sections 524 and 1141(d)(1)(A) of the Bankruptcy Code, confirmation of the Plan shall discharge the Debtor and Reorganized Debtor on the Effective Date from any and all Claims and Demands of any nature whatsoever, including, without limitation, all Claims and liabilities that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code whether or not: (1) a Proof of Claim based on such Claim was filed under section 501 of the Bankruptcy Code, or such Claim was listed on the Debtor's Schedules; (2) such Claim is or was allowed under section 502 of the Bankruptcy Code; or (3) the Holder of such Claim has voted on or accepted the Plan; provided, however, that the confirmation of the Plan shall not discharge the Debtor or Reorganized Debtor from any Claims, liabilities, or obligations under the Insurance Settlement Agreements or Sale Order(s). Except as otherwise specifically provided for in the Plan, any Insurance Settlement Agreement, or any Sale Order, as of the Effective Date, the rights provided in the Plan to Holders of Claims, Demands and Interests shall be in exchange for and in complete satisfaction, settlement and discharge of all Claims (including, without limitation, Talc Personal Injury Claims) and Demands against, Liens on, and Interests in the Debtor, the Reorganized Debtor and all of their respective assets and properties. For the avoidance of doubt, neither the Debtor nor the Reorganized Debtor (nor any of their respective assets or properties) shall be discharged of any Claims, liabilities, or obligations under the Insurance Settlement Agreements or Sale Order(s).

2. Debtor Discharge Injunction

Except as specifically provided in the Plan, Confirmation Order, any Insurance Settlement Agreement, or any Sale Order, all Entities who have held, hold or may hold Claims or Demands against the Debtor are permanently enjoined, on and after the Effective Date, from: (1) commencing or continuing in any manner any action or other proceeding of any kind against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (2) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (3) creating, perfecting, or enforcing any Encumbrance of any kind against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to the Debtor or against the property or interests in property of the Debtor, with respect to such Claim or Demand; and/or (5) commencing or continuing any action, in any manner and in any place in the world, against the Debtor, Reorganized Debtor, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of the Debtor including, without limitation, the Reorganized Debtor and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or Demand. The discharge and injunction provided in this provision shall not apply to any Claims against, or liabilities or obligations of, the Debtor and/or Reorganized Debtor under

any Insurance Settlement Agreement or Sale Order.

3. Talc Personal Injury Channeling Injunction

a. Terms. Pursuant to section 524(g) of the Bankruptcy Code, from and after the Effective Date, the sole recourse of any Holder of a Channeled Claim on account of such Channeled Claim shall be to the Talc Personal Injury Trust pursuant to Section VIII.C.1. of the Plan and the Talc Personal Injury Trust Distribution Procedures, and such Holder shall have no right whatsoever at any time to assert its Channeled Claim against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all present and future Holders of Channeled Claims shall be permanently and forever stayed, restrained, barred and enjoined from taking any of the following actions for the purpose of, directly, indirectly, or derivatively, collecting, recovering, or receiving payment of, on, or with respect to any Channeled Claim other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interests in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; and

(v) proceeding in any manner in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Talc Personal Injury Trust, except in conformity and compliance with the Talc

Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

b. **__Reservations__. This Talc Personal Injury Channeling Injunction shall not stay, restrain, bar, or enjoin:**

(i) **the rights of Holders of Talc Personal Injury Claims to assert Talc Personal Injury Claims against the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Distribution Procedures;**

(ii) **the rights of the Talc Personal Injury Trust to assert any claims against any Entity that is not a Settling Insurer Releasee with respect to the Transferred Policies from and after the Effective Date;**

(iii) **the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust; and**

(iv) **the rights of Holders of Talc Personal Injury Claims to assert any claims against anyone other than a Protected Party, in their capacity as such; provided that the Settling Insurer Injunction stays, restrains, bars, and enjoins Holders of Talc Personal Injury Claims from asserting Barred Claims against any Settling Insurer Releasee or the property or assets (including the Purchased Property) thereof.**

4. **Insurance Entity Injunction**

a. **__Purpose__. In order to protect the Talc Personal Injury Trust and to preserve the Talc Personal Injury Trust Assets, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the Insurance Entity Injunction; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Non-Settling Insurer, and no Non-Settling Insurer is a third-party beneficiary of the Insurance Entity Injunction.**

b. **__Terms Regarding Claims Against Insurers__. Subject to the provisions of Sections VIII.C. and VIII.D.1. of the Plan, all Entities that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, Demand or Cause of Action (including any Talc Personal Injury Claim or any Claim or Demand for or respecting any Talc Personal Injury Trust Expense) against any Insurer based upon, attributable to, arising out of, or in any way connected with a Transferred Policy, a Settling Insurer Policy, or any Talc Personal Injury Claim (including Indirect Talc Personal Injury Claims and Demands), whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the**

world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Claim, Demand, or Cause of Action including, without limitation:

(i) commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, Demand, or Cause of Action against any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action;

(iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any Encumbrance against any Insurer, or the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action; and

(iv) except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand or Cause of Action;

(v) *provided, however*, **that (i) the injunction set forth in Section VIII.D. of the Plan shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Non-Settling Insurer; and (ii) the Talc Personal Injury Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the injunction set forth in Section VIII.D. of the Plan with respect to any Non-Settling Insurer upon express written notice to such Non-Settling Insurer;** *provided further* **that the Talc Personal Injury Trust shall not have any authority to terminate, reduce or limit the scope of the injunction herein with respect to any Settling Insurer (and may not bring against a Settling Insurer any Released Insurance Claim, Related Insurance Claim, or other Claim or Cause of Action released, settled, barred, enjoined, and/or otherwise sold pursuant to such Settling Insurer's Insurance Settlement**

Agreement) unless such Settling Insurer fails to pay its Insurance Settlement Amount in accordance with the terms of such Settling Insurer's Insurance Settlement Agreement.

c. Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:

(i) the rights of Entities to the treatment accorded them under the Plan, as applicable, including the rights of Holders of Talc Personal Injury Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;

(ii) the rights of Entities to assert any Claim, debt, obligation, Cause of Action or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust;

(iii) the rights of the Talc Personal Injury Trust to prosecute against any Non-Settling Insurer any action based on or arising from the Transferred Policies;

(iv) the rights of the Talc Personal Injury Trust to assert against any Non-Settling Insurer any Claim, debt, obligation, Cause of Action or liability for payment based on or arising from the Transferred Policies or Talc Personal Injury Insurance Assets; and

(v) the rights of any Insurer to assert any Claim, debt, obligation, Cause of Action or liability for payment against any Non-Settling Insurer.

5. Exculpation and Section 1125(e) Protection

Upon the Effective Date, none of the Exculpated Fiduciaries shall have or incur any liability based on any act or omission of the Exculpated Fiduciaries occurring or which is alleged to have occurred between November 14, 2025 to the Effective Date to any Entity for any act or omission in connection with, related to, or arising out of the: (1) Chapter 11 Case; (2) negotiation, formulation and preparation of the Chapter 11 Case, Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (3) solicitation of votes in favor of the Plan and pursuit of confirmation of the Plan; (4) consummation of the Plan; (5) releases and injunctions contained in the Plan; or (6) management or operation of the Debtor during the Chapter 11 Case, except for Claims or Causes of Action arising out of or related to any act or omission by any Entity that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, nothing in this paragraph shall impact or modify the scope of the (a) discharge injunction as set forth in Section VIII.B. of the Plan, (b) the Talc Personal Injury Channeling Injunction as set forth

in Section VIII.C. of the Plan, or (c) the Insurance Entity Injunction as set forth in Section VIII.D. of the Plan.

The Debtor and its directors, officers and professionals shall be deemed to have acted in "good faith" under section 1125(e) in connection with the solicitation of the Plan. The Debtor and its directors, officers and professionals shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

6. Releases by Debtor and Estate and Related Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Reorganized Debtor, and any Entity seeking to exercise the rights of the Estate, in each case, whether individually or collectively, including, without limitation, any successor to the Debtor or any Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, shall, and shall be deemed to, completely and forever release, waive, and discharge, unconditionally, the Non-Estate Representative Released Parties from any and all claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities which the Debtor, its Estate, or the Reorganized Debtor is entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, whether direct, indirect, or derivative, based upon, attributable to, or arising out of, in whole or in part, any act or omission, transaction, or occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) (other than the rights under the Plan, the Plan Documents, and the contracts, instruments, releases, and other agreements or documents delivered or to be delivered hereunder) and, including, without limitation, the Non-Estate Representative Released Party Claims.

Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Reorganized Debtor, and any Entity seeking to exercise the rights of the Estate, in each case whether individually or collectively, including, without limitation, any successor to the Debtor or any Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, shall, and shall be deemed to, completely and forever release, waive and discharge, unconditionally, the Released Parties from any and all claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities which the Debtor, its Estate, or Reorganized Debtor is entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, or otherwise, whether direct, indirect, or derivative, based upon, attributable to, arising out of, in whole or in part, any act or omission, transaction, or occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) (other than the rights under the Plan, the Plan Documents, any Insurance Settlement Agreement, and the contracts, instruments, releases and other agreements or documents delivered or to be delivered hereunder); <u>provided</u>, <u>however</u>, that nothing contained in Section VIII.F.2. of the Plan is intended to operate as a release of any liability based upon gross negligence or willful

misconduct as determined by a Final Order.

Except as provided in the Plan or the Confirmation Order, the Debtor, the Reorganized Debtor, and any and all Entities seeking to exercise the rights of the Debtor's Estate, in each case, whether individually or collectively, including, without limitation, any successor to the Debtor or the Debtor's Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, are permanently enjoined from taking any of the following actions on account of or based upon any and all Claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities released pursuant to Section VIII.F. of the Plan: (a) commencing or continuing any action or other proceeding against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (b) enforcing, attaching, collecting, or recovering any judgment, award, decree, or order against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (c) creating, perfecting or enforcing any Encumbrance against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Released Parties or the Non-Estate Representative Released Parties or against their respective property; and (e) commencing or continuing any action, in any manner and in any place in the world, against the Released Parties or the Non-Estate Representative Released Parties that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

On the Effective Date, the Debtor and the Reorganized Debtor are deemed to release and waive all Preference Actions.

7. Gatekeeper Injunction

To the extent permitted by law, no Enjoined Party may commence or pursue against any Protected Party (a) a Talc Personal Injury Claim or (b) any other Claim or Cause of Action that arose, arises from, or is related to a Talc Personal Injury Claim, the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind-down or reorganization of the business of the Debtor, the Reorganized Debtor, the administration of the Talc Personal Injury Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action against a Protected Party and (ii) subject in all respects to the injunctions contained herein (including the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction) or in any Sale Order (including the Settling Insurer Injunction) specifically authorizing such Enjoined Party to bring such Claim or Cause of Action against any such Protected Party. The Bankruptcy Court will have concurrent jurisdiction (x) to determine whether a Claim or Cause of Action is colorable and, to the extent legally permissible, (y) to adjudicate the underlying colorable Claim or Cause of Action.

8. Supplemental Settling Insurer Injunction

Pursuant to sections 105(a), 363, 524(g)(4)(A)(ii)(III), and 1123 of the Bankruptcy

Code, and in consideration of the undertakings of the Settling Insurers under the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Purchased Property free and clear of all Claims, Liens, Encumbrances, Demands, and Causes of Action pursuant to section 363(f) of the Bankruptcy Code, the Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the Settling Insurer Injunction set forth in the Sale Order(s) in all respects.

9. Certain Waivers

Although the Debtor does not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, the Debtor hereby affirms that it understands and waives the effect of section 1542 of the California Civil Code to the extent that such section is applicable to the Debtor or the Debtor's Estate. Section 1542 of the California Civil Code provides:

> **§ 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

THE DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND THE DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH THE DEBTOR OR DEBTOR'S ESTATE MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, THE DEBTOR HEREBY WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH THE DEBTOR OR DEBTOR'S ESTATE MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

The foregoing waiver of the effects of section 1542 of the California Civil Code shall not alter, modify or otherwise impact the treatment, releases, and/or channeling injunction with respect to Talc Personal Injury Claims and shall not affect or alter the requirement that all Holders of Talc Personal Injury Claims (whether present, future, known or unknown) must execute a Talc Personal Injury Claimant Release as a precondition to receiving payment on account of their Talc Personal Injury Claims from the Talc Personal Injury Trust.

10. Disallowed Claims

The Confirmation Order, except as otherwise provided therein or in the Plan, shall constitute an order: (1) disallowing all Claims (other than Talc Personal Injury Claims) to the extent such Claims are not allowable under any provision of section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims, and Claims for unmatured interest, and (2) disallowing or subordinating, as the case may be, any Claims, or portions of Claims, for penalties or non-compensatory damages. On and after the Effective Date, the Debtor and its Estate shall be fully and finally discharged from any liability or obligation on a Disallowed Claim, and any order creating a Disallowed Claim that is not a Final Order as of the Effective Date solely because of an Entity's right to move for reconsideration of such order pursuant to section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become and be deemed to be a Final Order on the Effective Date.

11. Indemnification Obligations

a. Indemnification and Reimbursement of Certain Representatives

For purposes of the Plan, the obligations of the Debtor to indemnify and reimburse persons who are, or were as of the Petition Date or at any time thereafter, directors, officers, or employees of the Debtor against and for any obligations as provided in the Debtor's certificate of incorporation, by-laws, applicable state law, or other agreement, or any combination of the foregoing, shall survive confirmation of the Plan, remain unaffected thereby, and not be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with an event occurring before, on, or after the Petition Date.

b. Responsibility of the Talc Personal Injury Trust for Indemnified Claims

The Talc Personal Injury Trust shall defend, indemnify, and hold harmless each Settling Insurer, as set forth in such Settling Insurer's Insurance Settlement Agreement, from each and every one of the following "*Indemnified Claims*": any and all Channeled Claims, Barred Claims, and Claims, Causes of Action, or Demands otherwise enjoined by or subject to the Settling Insurer Injunction and/or such Settling Insurer's Insurance Settlement Agreement, including all such Claims, Causes of Action, and Demands made by (i) any Entity claiming to be an Insured (as a named insured, additional insured, or otherwise) under any of the Settling Insurer Policies; (ii) any Entity who has made, will make, or can make (a) a Related Insurance Claim, (b) a Released Insurance Claim, or (c) a Talc Personal Injury Claim (including without limitation Indirect Talc Personal Injury Claims and Demands); and (ii) any Entity who has actually or allegedly acquired or been assigned the right to make a Claim (or bring a Cause of Action or Demand) under or with respect to any of the Settling Insurer Policies. For the avoidance of doubt, to the extent Section VIII.L. of the Plan conflicts or is inconsistent with the provisions of any Insurance Settlement Agreement that relate to Indemnified Claims, the provisions of the applicable Insurance Settlement Agreement will control and govern.

Each Settling Insurer shall have the right (but not the obligation) to defend any Indemnified Claims brought or made against such Settling Insurer and shall do so in good faith. Each Settling

Insurer (a) may, upon receipt of an Indemnified Claim brought or made against such Settling Insurer, undertake the defense of the Indemnified Claim but is not required to do so and (b) agrees to notify the Talc Personal Injury Trustee as soon as practicable of such Indemnified Claim(s) and of the Settling Insurer's choice of counsel. If a Settling Insurer declines to defend an Indemnified Claim brought or made against it, the Talc Personal Injury Trust shall undertake the defense thereof.

The Talc Personal Injury Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by each Settling Insurer defending an Indemnified Claim. Such Settling Insurer may settle or otherwise resolve the Indemnified Claim only with the prior consent of the Talc Personal Injury Trustee, which consent shall not be unreasonably withheld. The Talc Personal Injury Trust may settle or otherwise resolve an Indemnified Claim only with the prior consent of the applicable Settling Insurer, which consent shall not be unreasonably withheld. A Settling Insurer's defense, settlement, or other resolution of any Indemnified Claim brought or made against such Settling Insurer shall not diminish the obligations of the Talc Personal Injury Trust to indemnify the Settling Insurer for the Indemnified Claim, as set forth in Section VIII.L of the Plan.

The indemnification and hold harmless undertaking set forth in Section VIII.L. of the Plan also extends to and for the benefit of the other Settling Insurer Releasees, all of which are third-party beneficiaries of the terms hereof.

F. Miscellaneous Provisions

1. Immediate Binding Effect

Notwithstanding Federal Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Reorganized Debtor, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062. Upon Confirmation of the Plan, the Confirmation Order shall be deemed to be in recordable form and shall be accepted by any recording officer for filing and recording purposes without further or additional orders, certifications, or other supporting documents.

2. Additional Documents

On or before the Effective Date, the Debtor may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtor or Reorganized Debtor, as applicable, and all Holders receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

3. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at the Confirmation Hearing shall be paid on or prior to the Effective Date. On and after the Effective Date, the Reorganized Debtor shall pay all such fees when due and payable and shall file with the Bankruptcy Court quarterly reports until the Reorganized Debtor's case has been closed, converted or dismissed, whichever occurs first.

4. Tax Reporting and Compliance

In connection with the Plan and all instruments issued in connection therewith and Distributions thereon, the Debtor and the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. No Holder of an Allowed Claim against the Debtor shall effectuate any withholding with respect to the cancellation or satisfaction of such Allowed Claim under the Plan. Reorganized Debtor is hereby authorized to request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all taxable periods of the Debtor ending after the Petition Date through and including the Effective Date of the Plan.

5. Reservation of Rights

The Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

6. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

7. Entire Agreement

Except for the Insurance Settlement Agreements or as otherwise indicated in an order of the Bankruptcy Court (including without limitation any Sale Order), the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which shall become merged and integrated into the Plan on the Effective Date.

8. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), or an exhibit hereto, or an instrument, agreement or other document executed in connection with the Plan provides otherwise, the rights, duties and obligations arising under the Plan, and the instruments, agreements and other documents executed in connection with the Plan, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

9. Exhibits

All exhibits and documents included in the Plan (including the Plan Supplement and the documents incorporated therein) are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtor's counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website.

10. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan and the other Plan Documents is: (1) valid and enforceable; (2) integral to the Plan and may not be amended, deleted, modified or supplemented except as provided therein and herein; and (3) non-severable and mutually dependent.

11. Closing of Chapter 11 Case

The Reorganized Debtor shall, promptly after the full administration of the Chapter 11 Case (which, for the avoidance of doubt, may be deemed to have occurred on the Effective Date), File with the Bankruptcy Court all documents required by Federal Bankruptcy Rule 3022 and a proposed form of any applicable order necessary to close the Chapter 11 Case. Furthermore, the Claims Agent is authorized to destroy all paper/hardcopy records related to this matter two (2) years after the Effective Date has occurred.

12. Further Assurances

The Debtor, the Reorganized Debtor, all Holders of Claims and Interests receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

ARTICLE IX.
CONFIRMATION OF THE PLAN

A. Combined Hearing on Confirmation of the Plan and Final Approval of Disclosure Statement and Solicitation

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Debtor has filed a motion requesting that the Bankruptcy Court set a date and time to consider the Conditional Approval Motion, approving this Disclosure Statement on an interim basis, and scheduling the Confirmation Hearing and related dates.

The Debtor has also requested that the Bankruptcy Court approve this Disclosure Statement on a final basis at the Confirmation Hearing. The Confirmation Hearing, once set, may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served on those parties who have requested notice under Bankruptcy Rule 2002 and the entities who have filed an objection to the Plan, if any, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may establish additional procedures governing the Confirmation Hearing. Subject to section 1127 of the Bankruptcy Code, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation. The Debtor, in the same motion requesting a date for the Confirmation Hearing, has requested that the Bankruptcy Court set a date and time for parties in interest to file Plan objections. Notice of the Confirmation Hearing will be provided to Holders of Claims and Interests or their agents or representatives as established in the order establishing the schedule for the Confirmation Hearing and related objections (the "Notice of Combined Disclosure Statement and Confirmation Hearing"). All objections to the Disclosure Statement and the Plan must be filed with the Bankruptcy Court by the date set forth in the Notice of Combined Disclosure Statement and Confirmation Hearing and will be governed by Bankruptcy Rules 3020(b) and 9014 and the local rules of the Bankruptcy Court. **UNLESS AN OBJECTION IS TIMELY FILED AND SERVED, IT WILL NOT BE CONSIDERED BY THE COURT.**

B. Requirements for Confirmation of the Plan

Among the requirements for Confirmation are that the Plan is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class, is feasible, and is in the "best interests" of Holders of Claims and Interests that are Impaired under the Plan. The following requirements must be satisfied pursuant to section 1129(a) of the Bankruptcy Code before the Bankruptcy Court may confirm a plan of reorganization. The Plan fully complies with the statutory requirements for Confirmation listed below.

- The proponents of the Plan have complied with the applicable provisions of the Bankruptcy Code.

- The Plan has been proposed in good faith and not by any means forbidden by law.

- Any payment made or to be made by the Debtor for services or for costs and expenses in or in connection with the Chapter 11 Case, in connection with the Plan and incident to the Chapter 11 Case is subject to the approval of the Bankruptcy Court as reasonable.

- The Debtor has disclosed the identity and affiliations of any individual proposed to serve, after Confirmation, as a director, or officer, of the Reorganized Debtor, any Affiliate of the Debtor reorganized under the Plan, or any successor to the Debtor under the Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and Holders of Interests and with public policies.

- The Debtor has disclosed the identity of any Insider that will be employed or retained by the Reorganized Debtor and the nature of any compensation for such Insider.

- With respect to each Holder within an Impaired Class of Claims or Interests, (a) each such Holder has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date.

- With respect to each Class of Claims or Interests, such Class (a) has accepted the Plan or (b) is Unimpaired under the Plan (subject to the “cram-down” provisions discussed below).

- The Plan provides for treatment of Claims, as applicable, in accordance with the provisions of section 507(a) of the Bankruptcy Code.

- If a Class of Claims or Interests is Impaired under the Plan, at least one Class of Claims or Interests that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any Insider.

- Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtor, or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

- All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for the payment of all such fees on the Effective Date.

C. Issuance of Talc Personal Injury Channeling Injunction Pursuant to Section 524(g) of the Bankruptcy Code

The Bankruptcy Court shall be asked to issue the Talc Personal Injury Channeling Injunction if the Plan has been accepted by at least two-thirds (2/3) in amount of those Holders of Class 4 Talc Personal Injury Claims actually voting on the Plan, in accordance with section 1126(c) of the Bankruptcy Code, and seventy-five percent (75%) in number of those Holders of Class 4 Talc Personal Injury Claims actually voting on the Plan, in accordance with section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code. The amount of the Claim for each Class 4 Claim

Holder for voting purposes shall be as set forth in the Solicitation Procedures Order.

If the Bankruptcy Court or the District Court does not enter the Talc Personal Injury Channeling Injunction, the Effective Date shall not occur.

D. Best Interests of Creditors / Liquidation Analysis

Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtor was liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the Debtor were liquidated under chapter 7, the Bankruptcy Court must first determine the aggregate dollar amount that would be generated from the Debtor's assets if the Chapter 11 Case was converted to a case under chapter 7 of the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a sale of the Debtor's assets by a chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced by the claims of any secured creditors to the extent of the value of their collateral, by the costs and expenses of liquidation, and by other administrative expenses and costs of both the chapter 7 case and the Chapter 11 Case. Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the Debtor in the Chapter 11 Case (such as compensation of attorneys, financial advisors, and accountants) that are allowed in the chapter 7 case, litigation costs, and any claims arising from the operations of the Debtor during the pendency of the Chapter 11 Case.

Once the bankruptcy court ascertains the recoveries in liquidation of secured creditors and priority claimants, if any, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If such probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under the plan, then the plan is not in the best interests of creditors and equity security holders.

One Class is Impaired under the Plan: Talc Personal Injury Claims (Class 4). The Holders of Talc Personal Injury Claims, as the only Voting Class under the Plan, must accept the Plan in order for the Plan to be confirmed, thereby satisfying clause (a) above.

Here, the Plan is in the best interests of claimants (including Holders of Talc Personal Injury Claims) and meets the requirements of section 1129(a)(7) of the Bankruptcy Code. As shown in the Liquidation Analysis that will be attached as an exhibit to the Plan Supplement, there will be substantially more assets available to pay Holders of Claims under the Plan than would be the case if there were no Plan because of, among other reasons, the Trust Note and the funds received from the policy buyback as part of the FFIC Settlement Agreement. The Plan is the result of extensive negotiations and will resolve Talc Personal Injury Claims without the need for costly and time- consuming litigation that would deplete the funds available for creditors.

All of these factors, and the Liquidation Analysis, demonstrate that the Plan provides greater recoveries to creditors (including the Holders of Talc Personal Injury Claims) and Demand holders than would be realized in a chapter 7 liquidation, the costs of which would deplete much of the recoveries from the liquidation of the Debtor's assets.

E. Feasibility of the Plan

In connection with Confirmation of the Plan, the Bankruptcy Court will be required to determine that the Plan is feasible pursuant to section 1129(a)(11) of the Bankruptcy Code, which means that the Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor.

To support its belief in the feasibility of the Plan, the Debtor has relied upon the Financial Projections, which will be attached as an exhibit to the Plan Supplement.

The Financial Projections indicate that the Reorganized Debtor should have sufficient cash flow to fund its operations. Accordingly, the Debtor believes that the Plan complies with the financial feasibility standard of section 1129(a)(11) of the Bankruptcy Code. The Financial Projections also show that the Non-Debtor Affiliates will have adequate cash flow to meet the obligations under the Trust Note.

The Financial Projections cover the operations of the Reorganized Debtor through **March 2028**. The Financial Projections are based on various assumptions, including confirmation and consummation of the Plan in accordance with its terms; realization of the operating strategy of the Reorganized Debtor; no material adverse changes in general business and economic conditions; and other matters, some of which will be beyond the control of the Reorganized Debtor.

Although they are presented with numerical specificity and are based on assumptions considered reasonable by the Debtor, the assumptions and estimates underlying the Financial Projections are subject to business and economic uncertainties, some of which will be beyond the control of the Debtor and Reorganized Debtor. Accordingly, the Financial Projections are only estimates and are necessarily speculative in nature. It can be expected that actual results may vary from the Financial Projections, which variations may be material and may increase over time. The Debtor does not intend to update or otherwise revise the Financial Projections. In light of the foregoing, readers are cautioned not to place undue reliance on the Financial Projections. The Financial Projections were not prepared in accordance with standards for projections promulgated by the American Institute of Certified Public Accountants or with a view to compliance with published guidelines of the SEC regarding projections or forecasts. The Financial Projections have not been audited, reviewed, or compiled by the Debtor's independent public accountants. The projected financial information contained in this Disclosure Statement should not be regarded as a representation or warranty by the Debtor, other Plan Proponents, the Debtor's advisors, or any other Person or Entity that the Financial Projections can or will be achieved.

The Financial Projections should be read in conjunction with Article X below, entitled "Risk Factors," and with the assumptions and qualifications to the Financial Projections set forth therein.

F. Conditions to Confirmation and Consummation of the Plan

1. Conditions Precedent to Confirmation of the Plan

The following are conditions precedent to confirmation of the Plan that are designed, among other things, to ensure that the injunctions, releases, and discharges set forth in Article VIII of the Plan shall be effective, binding, and enforceable and that must be satisfied, unless waived in accordance with Section IX.C. of the Plan:

(a) The Bankruptcy Court shall have entered an order, acceptable in form and substance to the Plan Proponents, approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

(b) The Confirmation Order shall be acceptable in form and substance to the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, the Future Claimants' Representative, and the Settling Insurers.

(c) The Confirmation Order shall, among other things:

(i) order that the Confirmation Order shall supersede any Bankruptcy Court orders issued prior to the Confirmation Date that may be inconsistent with the Confirmation Order, *excluding* any Sale Order (which, in the event of any inconsistency with the Confirmation Order, shall control and govern in all respects);

(ii) provide that, except with respect to obligations (i) specifically preserved in the Plan or (ii) arising in or under any Insurance Settlement Agreement or Sale Order, the Debtor is discharged effective on the Effective Date (in accordance with the Plan) from any Talc Personal Injury Claims and Demands, and the Debtor's liability in respect thereof, whether reduced to judgment or contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, or known or unknown, that arose from any agreement of the Debtor entered into or obligation of the Debtor incurred before the Effective Date, or from any conduct of the Debtor prior to the Effective Date, whether such liability accrued before or after the Petition Date, is extinguished completely (*excluding* any liability or obligation arising in or under any Insurance Settlement Agreement or Sale Order);

(iii) authorize the implementation of the Plan in accordance with its terms;

(iv) approve the Talc Personal Injury Channeling Injunction (subject to appropriate findings that Class 4 voted in requisite numbers and amounts in favor of the Plan as required by sections 524(g), 1126, and 1129 of the Bankruptcy Code), approve the Insurance Entity Injunction, and ratify the Settling Insurer Injunction;

(v) provide that the Collateral Stock shall be issued as of the Effective Date, subject to terms of the Debtor Guaranty and Pledge and Security Agreement;

(vi) provide that the Non-Debtor Affiliates shall deliver the Trust Note to the Talc Personal Injury Trust;

(vii) provide that the Debtor shall deliver the Debtor Guaranty and the Pledge and Security Agreement;

(viii) provide that all transfers of assets of the Debtor contemplated under the Plan shall be free and clear of all Claims and Encumbrances against or on such assets except as otherwise provided in the Plan;

(ix) provide that (y) the Insurance Assignment is authorized and permissible notwithstanding any terms of the foregoing or provisions of applicable law that may be argued to prohibit the Insurance Assignment; and (z) the Bankruptcy Code authorizes the assignment of the Talc Personal Injury Insurance Assets to the Talc Personal Injury Trust pursuant to Section IV.B.2. of the Plan, and from and after the Insurance Assignment, no Non-Settling Insurer may assert under any Transferred Policy (i) any defense that the Plan or any other Plan Document does not comply with the Bankruptcy Code or (ii) any defense that the assignment of the Talc Personal Injury Insurance Assets to the Talc Personal Injury Trust pursuant Section IV.B.2. of the Plan, or any other action contemplated by Section IV of the Plan is prohibited by any Transferred Policy;

(x) except as otherwise provided in the Plan, any Insurance Settlement Agreement, any Sale Order, or the Confirmation Order, provide that the assets revesting in the Reorganized Debtor shall be free and clear of all Claims and Encumbrances;

(xi) provide that any transfers effected or entered into, or to be effected or entered into, under the Plan shall be and are exempt under section 1146(a) of the Bankruptcy Code from any state, city, or other municipal transfer taxes, mortgage recording taxes and any other stamp or similar tax;

(xii) provide that pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the Interests (including the Collateral Stock) pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of the Interests as Securities;

(xiii) provide that the transfers of property by the Debtor to the Reorganized Debtor (i) are or will be legal, valid, and effective transfers of property; (ii) vest or will vest the Reorganized Debtor with good title to such property; (iii) do not and will not constitute avoidable transfers under the Bankruptcy Code or under other applicable bankruptcy or non-bankruptcy law; and (iv) do not and will not subject the Reorganized Debtor to any liability by reason of such transfer under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, any laws affecting or effecting successor or transferee liability;

(xiv) provide that all Executory Contracts assumed or assumed and assigned by the Debtor during the Chapter 11 Case or under the Plan, if any, shall remain in full force and effect for the benefit of the Reorganized Debtor or any assignee thereof notwithstanding any provision in such contract (including those provisions described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits such assignment or transfer or that enables or requires termination of such contract or lease;

(xv) require, as a condition to receiving any distributions of any kind from the Talc Personal Injury Trust, that each Holder of a Talc Personal Injury Claim execute the Talc Personal Injury Claimant Release; and

(xvi) approve in all respects the other settlements, transactions and agreements to be effected pursuant to the Plan, including, without limitation, the Talc Personal Injury Trust Agreement, the Talc Personal Injury Trust Distribution Procedures, and the other Talc Personal Injury Trust Documents, and the releases herein of the Released Parties and Non-Estate Representative Released Parties.

(d) In addition to the foregoing, the Confirmation Order shall contain the following findings of fact and conclusions of law, among others:

(i) the Plan complies with all applicable provisions of the Bankruptcy Code, including, without limitation, those requiring that the Plan be proposed in good faith and that the Confirmation Order not be procured by fraud;

(ii) the Plan and its acceptance otherwise comply with sections 524(g) and 1126 of the Bankruptcy Code, and confirmation of the Plan is in the best interests of all creditors;

(iii) the Plan does not provide for the liquidation of all or substantially all of the property of the Debtor, the Reorganized Debtor will operate as an ongoing business and continue in business as a separate corporate entity, and confirmation of the Plan is not likely to be followed by the liquidation of the Reorganized Debtor or the need for further financial reorganization;

(iv) as of the Petition Date, the Debtor had been named as a defendant in personal injury, wrongful death, or property damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, talc or talc-containing products and/or asbestos or asbestos-containing products;

(v) upon the Effective Date, the Talc Personal Injury Trust shall assume (i) the liabilities of the Debtor with respect to all Channeled Claims and (ii) the liabilities of the Settling Insurers with respect to all Barred Claims;

(vi) the Talc Personal Injury Trust is to be funded by contribution of the Talc Personal Injury Trust Assets, the Debtor's Contribution and the Non-Debtor Affiliates' Contribution;

(vii) the Holders of Equity Interests and the Reorganized Debtor shall on the Effective Date own one hundred percent (100%) of the Reorganized Debtor's Stock and all rights to receive dividends or other distributions on account of such stock (subject to the pledge of 50.1% of such stock (the Collateral Stock) to the Talc Personal Injury Trust in connection with the issuance of the Trust Note and the Debtor's Guaranty);

(viii) the Talc Personal Injury Trust is to use its assets and income to (i) resolve all Channeled Claims and pay all Talc Personal Injury Trust Expenses consistent with the terms of the Talc Personal Injury Trust Agreement and (ii) defend, indemnify, and hold harmless the Settling Insurers from all Indemnified Claims;

(ix) the Debtor is likely to be subject to substantial future Demands for payment arising out of the same or similar conduct or events that gave rise to the Talc Personal Injury Claims, and all such Demands and other Channeled Claims are subject to the Talc Personal Injury Channeling Injunction;

(x) the actual amounts, numbers, and timing of Demands cannot be determined;

(xi) pursuit of Demands outside the procedures prescribed by the Plan and the Talc Personal Injury Trust Distribution Procedures is likely to threaten the Plan's purpose to deal equitably with Talc Personal Injury Claims;

(xii) the Plan separately classifies Talc Personal Injury Claims in Class 4, and at least two-thirds (2/3) in amount and seventy-five percent (75%) of the members in such Class that actually voted on the Plan have voted to accept the Plan;

(xiii) the Talc Personal Injury Trust will have the sole and exclusive authority as of the Effective Date to satisfy or defend against all Talc Personal Injury Claims and other Channeled Claims;

(xiv) pursuant to: (i) the Talc Personal Injury Trust Distribution Procedures; (ii) court order; or (iii) otherwise, the Talc Personal Injury Trust will operate through mechanisms such as structured, periodic, or supplemental payments, pro rata distributions, matrices, or periodic review of estimates of the numbers and values of Talc Personal Injury Claims or other comparable mechanisms, that provide reasonable assurance that the Talc Personal Injury Trust will value, and be in a financial position to pay current and future Talc Personal Injury Claims in substantially the same manner regardless of the timing of the assertion of such Talc Personal Injury Claims;

(xv) the Future Claimants' Representative was appointed by the Bankruptcy Court pursuant to sections 105 and 524(g) of the Bankruptcy Code as part of the proceedings leading to the issuance of the Talc Personal Injury Channeling Injunction for the purpose, among other things, of protecting the interests of Future Demand Holders;

(xvi) the Talc Personal Injury Channeling Injunction is to be implemented in accordance with the Plan;

(xvii) the Talc Personal Injury Channeling Injunction and the Insurance Entity Injunction are essential to the Plan and the Debtor's reorganization efforts, as is ratification of the Settling Insurer Injunction;

(xviii) the terms of the Talc Personal Injury Channeling Injunction, the Insurance Entity Injunction, and the other injunctions contained in the Plan, including any provisions barring actions against third parties, are set forth in the Plan and the Disclosure Statement;

(xix) the Non-Debtor Affiliates Contribution is essential to the feasibility of the Plan and the successful reorganization of the Debtor;

(xx) the Debtor Contribution and Non-Debtor Affiliates Contribution collectively constitute a sufficient basis upon which to provide the Protected Parties with the protections afforded to them under the Plan, Plan Documents, and Confirmation Order;

(xxi) in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by or on behalf of each Protected Party, the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction is fair and equitable to all Holders of Channeled Claims (including Holders of Talc Personal Injury Claims and Future Demand Holders), as is ratification of the Settling Insurer Injunction;

(xxii) the release received by the Debtor, the Representatives of the Debtor, the Non-Debtor Affiliates, and the Representatives of the Non-Debtor Affiliates in exchange for the Debtor Contribution and Non-Debtor Affiliates Contribution, respectively, is essential to the global settlement of Talc Personal Injury Claims arising from the conduct or products of the Debtor reflected in the Plan.

(e) The Bankruptcy Court shall have entered an order approving the FFIC Settlement Agreement, which order shall be in form and substance acceptable to FFIC in its sole and absolute discretion (the "FFIC Settlement Agreement Approval Order").

2. Conditions Precedent to the Effective Date of the Plan

The following are conditions precedent to occurrence of the Effective Date of the Plan that must be satisfied, unless waived in accordance with Section IX.C. of the Plan:

(a) all conditions precedent to the Confirmation Date shall have been satisfied or waived and shall continue to be satisfied or waived, and the Confirmation Date shall have occurred on or before the Confirmation Order Outside Date unless otherwise mutually agreed in writing (including via confirmatory email from counsel for each of these parties) by the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative, and (ii) each Settling Insurer whose rights, remedies, or obligations are affected by such condition(s) precedent;

(b) the Confirmation Order, in acceptable form and substance in accordance with Section IX.A.2. of the Plan (and containing, among other things, the provisions described in Section IX.A.3. of the Plan) shall have been entered by the Bankruptcy Court and affirmed by the District Court or issued by the District Court;

(c) no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending;

(d) no fact or circumstance shall exist that would prevent the Talc Personal Injury Channeling Injunction or Insurance Entity Injunction from coming into full force and effect immediately upon the occurrence of the Effective Date;

(e) the Confirmation Order is a Final Order;

(f) the FFIC Settlement Agreement Approval Order is a Final Order;

(g) no fact or circumstance shall prevent the Talc Personal Injury Trust from being funded by the Debtor Contribution and the Non-Debtor Affiliates Contribution upon occurrence of the Effective Date;

(h) all Plan Documents shall have been executed and delivered; and all other actions, documents and agreements necessary to implement those provisions of the Plan to be effectuated on or prior to the Effective Date, in form and substance satisfactory to the Plan Proponents, shall have been effected or executed and delivered; and

(i) the Talc Personal Injury Trust shall have been formed.

3. Waiver of Conditions Precedent

To the fullest extent permitted by law, any of the conditions precedent set forth in Sections IX.A. and IX.B. of the Plan may be waived or modified, in whole or in part, by the Plan Proponents with the written consent (including via confirmatory email from counsel) of the Talc Claimants' Committee and Future Claimants' Representative (which consent shall not be unreasonably withheld); provided, however, that each Settling Insurer must consent in writing (including via confirmatory email from counsel) to a waiver of any condition affecting such Settling Insurer's rights, remedies, or obligations (which consent shall not be unreasonably withheld). Any such waiver or modification may be effected at any time without leave or order of the Bankruptcy Court or District Court, and without any other formal action.

4. Failure to Achieve the Effective Date

If each of the conditions to the Effective Date is not met or duly waived in accordance with Section IX.C. of the Plan, then upon motion by the Debtor and notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated by the Bankruptcy Court. If (1) the Plan Proponents revoke or withdraw the Plan, (2) the Confirmation Order is vacated, (3) the Plan is otherwise not confirmed by a Final Order consistent with the Confirmation Order, or (4) the Plan is confirmed and does not become effective for any other reason, then the rights of all parties in interest in the Chapter 11 Case are and shall be reserved in full. In any such event, the Plan shall become null and void in all respects; any settlement or compromise embodied in the Plan, any assumption or rejection of Executory Contracts effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and nothing contained in the Plan or the Confirmation Order, if previously entered, and no acts taken in preparation for Consummation of the Plan, shall: (a) constitute or be deemed to constitute a waiver, release or settlement of any Claims by or against, or any Interests in, the Debtor or any other Entity, (b) prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor; nor (c) constitute an admission of any sort by the Debtor or any other Entity. Notwithstanding the foregoing, each Insurance Settlement Agreement (including any release or waiver of Claims, Demands, or Causes of Action in accordance with the terms thereof) shall continue and survive, in accordance with its terms and to the extent set forth therein.

ARTICLE X.
RISK FACTORS

HOLDERS OF CLAIMS AGAINST THE DEBTOR SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED BY REFERENCE HEREIN), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS ARE NOT EXHAUSTIVE AND SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION, OR ALTERNATIVES TO THE PLAN. THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE DEBTOR'S ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM THOSE THEY MAY PROJECT, AND THE DEBTOR UNDERTAKES NO OBLIGATION TO UPDATE ANY SUCH STATEMENT.

A. Overall Risks to Recovery by Holders of Claims and Interests

The ultimate recoveries under the Plan to Holders of Claims depend upon a number of factors. Prior to voting on the Plan, each Holder of a Claim should consider carefully the risk factors specified or referred to below, including the exhibits annexed hereto, as well as all of the information contained in the Plan.

B. Certain Bankruptcy Considerations

Although the Plan Proponents believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no guarantee that the Bankruptcy Court will reach the same conclusion, or that the Confirmation Order, if challenged on appeal, will be affirmed. There also can be no assurance that the Plan, as proposed, will be accepted by the requisite number of Holders or amounts of Claims, that modifications to the Plan will not be required for confirmation, that any such modifications will not necessitate the re-solicitation of votes, or that the Bankruptcy Court will enter an order confirming the Plan containing the findings of fact and conclusions of law that are conditions precedent to Confirmation of the Plan. In addition, although the Plan Proponents believe that the Effective Date will occur soon after the

Confirmation Date, there can be no assurance as to such timing. There can also be no assurance that the District Court will accept and affirm or issue the order confirming the Plan (as required pursuant to section 524 of the Bankruptcy Code), that such acceptance and affirmance or issuance will become a Final Order and that the Talc Personal Injury Channeling Injunction will therefore become valid and enforceable.

If the Plan is not confirmed or the Chapter 11 Case becomes protracted, there is no assurance that the Talc Personal Injury Trust Contributions will be made. In addition, if the Plan is not confirmed and consummated, it is possible that the Chapter 11 Case could be converted to a liquidation. Any alternative plan of reorganization might not be on terms as favorable to the Holders of Claims as the terms of the Plan given the global settlement contemplated by the Plan. If a liquidation or protracted reorganization were to occur, there is a substantial risk that the value of the Debtor's assets would be substantially eroded to the detriment of all stakeholders and that the Plan may not be confirmed.

C. Objections to the Plan's Classification or Amounts of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtor believes that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtor created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that parties in interest will not object to the classification or amounts of Claims and Interests under the Plan, or that the Bankruptcy Court will approve such classification or amounts.

D. Conditions Precedent to the Effective Date of the Plan

As more fully set forth in Section IX.B of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not satisfied or waived, the Effective Date will not occur.

E. Voting Requirements

If sufficient votes are received to enable the Bankruptcy Court to confirm the Plan, the Debtor intends to seek, as promptly as practicable thereafter, Confirmation. If sufficient votes are not received, the Debtor may seek to confirm an alternative chapter 11 plan or may seek other relief (including but not limited to conversion or dismissal of the case). There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

F. Proposal of Alternative Plans

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative plan of reorganization. Under the Bankruptcy Code, a debtor-in-possession initially has the exclusive right to propose and solicit acceptance of a plan of reorganization for a period of 120 days from filing, subject to extension not greater than eighteen (18) months after the Petition Date.

However, the Bankruptcy Court has the authority to reduce or terminate the exclusivity period, in which case other parties in interest could then propose one or more alternative plans of reorganization.

G. Conversion to Chapter 7

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of Holders of Claims and Interests, the Chapter 11 Case may be converted to a liquidation under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to sell the Debtor's assets and distribute the sale proceeds in accordance with the priorities established by the Bankruptcy Code. See the liquidation analysis attached as an exhibit to the Plan Supplement for a discussion of the effects that a Chapter 7 liquidation could have on the recoveries of Holders of Claims and Interests.

H. Non-Consensual Confirmation

The Debtor shall seek Confirmation notwithstanding the deemed rejection of the Plan by any rejecting Class of Interests. The Bankruptcy Court may confirm the Plan pursuant to the "cram-down" provisions of the Bankruptcy Code if the Plan satisfies section 1129(b) of the Bankruptcy Code. To confirm a plan over the objection of a dissenting class, the Bankruptcy Court also must find that at least one Impaired Class (which cannot be an "insider" class) has accepted the Plan.

I. Projected Financial Information

The Financial Projections depend upon numerous assumptions, including Confirmation and consummation of the Plan in accordance with its terms, the anticipated future performance of the Reorganized Debtor, general business and economic conditions, and other matters, many of which are beyond the control of the Debtor. Accordingly, there can be no assurance that such assumptions will prove to be valid. In addition, unanticipated and unforeseeable future events and/or circumstances may affect the actual financial results of the Reorganized Debtor. Although the Debtor believes that the Financial Projections are reasonable and attainable, variations between the actual financial results and those projected may be material.

J. Appointment of a Different Future Claimants' Representative

The Debtor seeks approval to appoint an official Future Claimants' Representative to represent the interests of persons who might in the future assert future Talc Personal Injury Claims (including Demands).[12] However, there remains a potential that other parties seek the removal of the Debtor's selected representative or the appointment of a different representative. Such an event may result in a delay of the Chapter 11 Case and create a risk that the value of the Debtor's assets would be eroded to the detriment of all stakeholders. The appointment of a different Future Claimants' Representative could adversely affect the Debtor's ability to implement the Plan.

---

[12] The Debtor has or will file a motion authorizing the appointment of a Future Claimants' Representative in the Chapter 11 Case.

K. Appointment of a Different Talc Personal Injury Trustee and/or Different Members of the Talc Personal Injury Trust Advisory Committee for the Talc Personal Injury Trust

The Plan Supplement will identify the initial Talc Personal Injury Trustee, and the initial members of the Talc Personal Injury Trust Advisory Committee. The Bankruptcy Court, however, may reject or otherwise decline to approve the appointment of such proposed Talc Personal Injury Trustee, or one or more of the proposed members of the Talc Personal Injury Trust Advisory Committee. In that case, an alternate Talc Personal Injury Trustee and/or alternative proposed members of the Talc Personal Injury Trust Advisory Committee would have to be nominated, potentially resulting in delays in the occurrence of the Confirmation Date and Effective Date. The selection of a different Talc Personal Injury Trustee or different Talc Personal Injury Trust Advisory Committee member(s) could impact the administration of the Talc Personal Injury Trust.

L. Distributions Under the Talc Personal Injury Trust Distribution Procedures

Payments that will be made on Talc Personal Injury Claims will be determined under the Talc Personal Injury Trust Distribution Procedures and will be based, on the one hand, on estimates of the number, types, and amount of current and expected future Talc Personal Injury Claims, and on the other hand, on the value of the assets of the Talc Personal Injury Trust, the liquidity of the Talc Personal Injury Trust, the Talc Personal Injury Trust's expected future income and expenses, among other matters. There can be no certainty as to the precise amounts that will be distributed by the Talc Personal Injury Trust in any particular time period or when Talc Personal Injury Claims will be paid by the Talc Personal Injury Trust. Subject to the exceptions set forth in Section IV.D.8. of the Plan, the Talc Personal Injury Trust retains and may assert all defenses to Talc Personal Injury Claims that would be available to the Debtor in the tort system; provided, however, that no such claims, defenses, Causes of Action, or counterclaims may be asserted against any Protected Party. The Talc Personal Injury Trust shall be deemed to be the appointed representative of the Debtor and the Reorganized Debtor for purposes of evaluating, defending against, litigating and/or resolving Talc Personal Injury Claims and may pursue, litigate, compromise, and settle any rights, claims, or Causes of Action transferred to it, as appropriate.

Nothing in the Plan is intended to or shall be deemed to (a) waive or assign to the Talc Personal Injury Trust the attorney-client privilege, common interest privilege, or attorney work product with respect to documents or communications of or involving the Debtor, Reorganized Debtor, or Non-Debtor Affiliates (or their respective Representatives); or (b) require the Debtor, Reorganized Debtor, or Non-Debtor Affiliates (or their respective Representatives) or any other party to assign, provide or produce to the Talc Personal Injury Trust any documents or communications that are subject to the attorney-client privilege, common interest privilege or attorney work product (and for the avoidance of doubt, any agreement contained in the Cooperation Agreement to provide documents or communications to the Talc Personal Injury Trust shall be pursuant to Fed. R. Evid. 502(d) and therefore without waiver of any privilege notwithstanding the production of documents or communications thereunder).

Holders of Talc Personal Injury Claims who (a) are Medicare beneficiaries and (b) receive a distribution from the Talc Personal Injury Trust may be required to reimburse Medicare for medical expenses paid on behalf of such Holder. See 42 U.S.C. § 1395y(b)(2)(B)(ii); 42 C.F.R. §

411.22. Additionally, excessive legal fees may not qualify as a "procurement cost" within the meaning of 42 C.F.R. § 411.37(a)(1)(i), which may effect of a Holder of a Talc Personal Injury Claim's reimbursement obligations.

M. The Talc Personal Injury Channeling Injunction and Other Plan Releases and Exculpation Provisions

The Talc Personal Injury Channeling Injunction, which, among other things, bars the assertion of Talc Personal Injury Claims against the Debtor and the other Protected Parties, is a necessary element of the Plan. In 1994, Congress added subsections (g) and (h) to section 524 of the Bankruptcy Code in order to confirm the authority of the Bankruptcy Court, subject to the conditions specified therein, to issue injunctions such as the Talc Personal Injury Channeling Injunction with respect to present and future asbestos-related personal injury, wrongful death and related Claims and Demands.

Although the Plan, the Talc Personal Injury Trust Agreement, and the Talc Personal Injury Trust Distribution Procedures all have been drafted with the intention of complying with sections 524(g) and (h) of the Bankruptcy Code, and satisfaction of the conditions imposed by sections 524(g) and (h) is a condition precedent to confirmation of the Plan, there is no guarantee that the validity and enforceability of the Talc Personal Injury Channeling Injunction or sections 524(g) and (h) or the application of the Talc Personal Injury Channeling Injunction to Talc Personal Injury Claims will not be challenged, either before or after Confirmation of the Plan.

Furthermore, the Plan provisions regarding the Discharge Injunction, Exculpation provisions, Debtor and estate releases and injunction, and consensual releases by Holders of Claims and Interest as fully set forth in Article VIII of the Plan have all been drafted in accordance with applicable law (including the Bankruptcy Code) and/or rulings of the United States Bankruptcy Court for the Middle District of Florida, the United States Court of Appeals for the Eleventh Circuit, and/or the United States Supreme Court. Accordingly, the Debtor believes that these Plan provisions should be approved. However, there can be no guarantee that the Bankruptcy Court or other appellate court will approve these provisions, as drafted.

ARTICLE XI.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Plan Proponents believe that the Plan affords Holders of Claims the greatest opportunity for recovery on account of their Claims and, therefore, is in the best interests of such Holders. If the Plan is not confirmed, however, the hypothetical alternatives include (a) liquidation of the Debtor under chapter 7 of the Bankruptcy Code, or (b) an alternative plan of reorganization.

A. Liquidation Under Chapter 7 or Chapter 11

If no plan can be confirmed, the Chapter 11 Case could be converted to a case under chapter 7 of the Bankruptcy Code in which a trustee would be appointed to liquidate the remaining assets of the Debtor for distribution to the creditors in accordance with the priorities established by the Bankruptcy Code. The trustee would retain professionals and liquidate the Debtor's remaining assets, and if necessary, investigate and pursue Causes of Action. The Plan Proponents believe that the conversion of the case to chapter 7 would increase the costs of administration and reduce and delay the distribution to Holders of Allowed Claims. Any proceeds available to satisfy Claims would be paid in the priority established in the Bankruptcy Code. Under a chapter 7 liquidation, the Debtor believes that any recovery to the Holders of Talc Personal Injury Claims would be less than that provided for under the Plan. For these reasons, the Debtor has concluded that Holders of Allowed Claims are more likely than not to receive an amount under the Plan that is more than the amount such Holder would receive under a chapter 7 liquidation.

B. Alternative Plan(s) of Reorganization

If the Plan is not confirmed, the Debtor or another party-in-interest could attempt to formulate a different plan. Such a plan might involve a reorganization, an orderly liquidation of assets, or some combination of both.

The Plan Proponents believe that the Debtor remaining as debtor-in-possession during a lengthy chapter 11 process while trying to further negotiate a plan will erode assets to be used for distribution to Holders of Allowed Claims. The Plan Proponents further believe that the Plan, which is the result of extensive negotiations among the Debtor, Non-Debtor Affiliates, Insurers, the Talc Claimants' Committee, the Future Claimants' Representative and their advisors, enables Holders of Claims to realize the greatest possible value under the circumstances and that, compared to any later alternative plan of reorganization, the Plan has the greatest chance to be confirmed and consummated.

ARTICLE XII.
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

THE FOLLOWING DISCUSSION SUMMARIZES CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE IMPLEMENTATION OF THE PLAN TO HOLDERS OF TALC PERSONAL INJURY CLAIMS. THE FOLLOWING SUMMARY DOES NOT DISCUSS THE FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS WHOSE CLAIMS ARE ENTITLED TO PAYMENT IN FULL IN CASH OR ARE OTHERWISE UNIMPAIRED UNDER THE PLAN OR TO HOLDERS OF EQUITY INTERESTS OR INTERCOMPANY CLAIMS.

THE FOLLOWING SUMMARY IS BASED ON THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "<u>INTERNAL REVENUE CODE</u>"), TREASURY REGULATIONS PROMULGATED THEREUNDER, JUDICIAL DECISIONS AND PUBLISHED ADMINISTRATIVE RULES AND PRONOUNCEMENTS OF THE INTERNAL REVENUE SERVICE AS IN EFFECT ON THE DATE HEREOF. CHANGES IN SUCH RULES OR NEW INTERPRETATIONS THEREOF MAY HAVE RETROACTIVE EFFECT AND COULD SIGNIFICANTLY AFFECT THE FEDERAL INCOME TAX CONSEQUENCES DESCRIBED BELOW.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND ARE SUBJECT TO SIGNIFICANT UNCERTAINTIES. THE PLAN PROPONENTS DO NOT INTEND TO SEEK A RULING FROM THE INTERNAL REVENUE SERVICE CONCERNING ANY OF THE TAX ASPECTS OF THE PLAN. IN

ADDITION, THIS SUMMARY DOES NOT ADDRESS FOREIGN, STATE, OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (SUCH AS FOREIGN TAXPAYERS, BROKER-DEALERS, BANKS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, THRIFTS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, REAL ESTATE INVESTMENT COMPANIES, TAX-EXEMPT ORGANIZATIONS, TRADERS IN SECURITIES THAT ELECT TO USE A MARK-TO- MARKET METHOD OF ACCOUNTING, AND PASS-THROUGH ENTITIES).

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A CLAIMHOLDER. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE TO THEM UNDER THE PLAN.

A. Treatment of the Talc Personal Injury Trust

It is intended that the Talc Personal Injury Trust will be treated as a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code and the Treasury regulations promulgated thereunder. The applicable Treasury regulations provide that to be treated as a qualified settlement fund, a fund, account, or trust must be (i) established pursuant to an order of, or be approved by, a governmental authority, including a court, and must be subject to the continuing jurisdiction of that governmental authority; (ii) established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event (or related series of events) that has occurred and that has given rise to at least one claim asserting, among other things, liability arising out of a tort, breach of contract or violation of law; and (iii) a trust under applicable state law or have its assets physically segregated from the other assets of the transferor and persons related to the transferor.

Provided that the Talc Personal Injury Trust is treated as a qualified settlement fund, the Talc Personal Injury Trust will generally be subject to an entity level tax at the maximum rate applicable to trusts and estates, and, in determining the taxable income of the Talc Personal Injury Trust, (i) any amounts transferred by the Debtor to the Talc Personal Injury Trust to resolve or satisfy a liability for which the Talc Personal Injury Trust is established generally will be excluded from the Talc Personal Injury Trust's income; (ii) any dividends, interest and payments received as compensation for delayed transfers generally will constitute taxable income to the Talc Personal Injury Trust; (iii) any sale, exchange or distribution of property by the Talc Personal Injury Trust generally will result in the recognition of gain or loss in an amount equal to the difference between the fair market value of the property on the date of disposition and the adjusted tax basis of such property; and (iv) administrative costs (including state and local taxes) incurred by the Talc Personal Injury Trust generally will be deductible. In general, the adjusted tax basis of property received (or treated as received for federal income tax purposes) by a qualified settlement fund from a transferor will be the fair market value of such property at the time of receipt.

B. Consequences to Holders of Talc Personal Injury Claims

Each Talc Personal Injury Claim will be liquidated and resolved by the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Distribution Procedures. The federal income tax treatment of the receipt of payments from the Talc Personal Injury Trust by a Holder of such a Talc Personal Injury Claim generally will depend upon the nature of the Talc Personal Injury Claim. Because the amounts received by a Holder of a Talc Personal Injury Claim (other than an Indirect Talc Personal Injury Claim or Talc Personal Injury Trust Expenses) generally will be attributable to, and compensation for, such Holder's personal physical injuries or sickness, within the meaning of section 104 of the Internal Revenue Code, any such amounts received by the Holder generally should be nontaxable. However, to the extent payments from the Talc Personal Injury Trust to a Holder of a Talc Personal Injury Claim are attributable to medical expense deductions allowed under section 213 of the Internal Revenue Code for a prior taxable year, such payments will be taxable as ordinary income to the recipient. To the extent that the payments from the Talc Personal Injury Trust to Holders of Talc Personal Injury Claims constitute amounts received on account of claims other than personal injury or sickness, such payments generally will be includable in the gross income of such Holders.

C. Information Reporting and Withholding

All distributions to Holders of Talc Personal Injury Claims under the Plan are subject to applicable information reporting and withholding. Under federal income tax law, interest, dividends and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then-applicable rate. Backup withholding generally applies if the Holder (i) fails to furnish his or her social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails properly to report interest or dividends, or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is his or her correct number and that he or she is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent that it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

D. Reservation of Rights

The foregoing discussion is subject to change (possibly substantially) based on, among other things, subsequent changes to the Plan and events that may subsequently occur that may impact the timeline for the transactions contemplated by the Plan. The Debtor and its advisors reserve the right to further modify, revise or supplement this Article XII and the other tax related sections of the Plan and Disclosure Statement in accordance with the terms of the Plan and the Bankruptcy Code.

ARTICLE XIII.
CONCLUSION AND RECOMMENDATION

The Plan Proponents believe that confirmation and implementation of the Plan is preferable to any of the alternatives described above because it will result in the greatest and most certain recoveries to Holders of Claims (including Talc Personal Injury Claims). Other alternatives would involve significant delay, uncertainty and substantial additional administrative costs.

In the opinion of the Plan Proponents, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtor's creditors (including the Holders of Talc Personal Injury Claims) than would otherwise result from any other scenario. Any alternative to Confirmation of the Plan, moreover, could result in extensive delays and increased administrative expenses. Accordingly, the Plan Proponents urge all Holders of Talc Personal Injury Claims and their attorneys of record in the Voting Class to evidence their acceptance of the Plan by returning their Ballots and/or Master Ballots so that they are actually received by the Claims Agent on or before the Voting Deadline of **___________, 2026 at 4:00 p.m. (ET)**.

Dated: March 16, 2026

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

/s/ Patricia A. Redmond
Patricia A. Redmond, Esq.
Florida Bar No. 303739
150 West Flagler Street
Miami, Florida 33130
Telephone: (305) 789-3553
Facsimile: (305) 789-3395
predmond@stearnsweaver.com

-and-

VERRILL DANA LLP
Robert J. Keach, Esq. (admitted *pro hac vice*)
Letson D. Boots, Esq. (admitted *pro hac vice*)
Jennifer S. Novo, Esq. (admitted *pro hac vice*)
One Portland Square, 10th Floor
Portland, Maine 04101-4054
Telephone: (207) 774-4000
Facsimile: (207) 774-7499
rkeach@verrill-law.com
lboots@verrill-law.com
jnovo@verrill-law.com

Counsel to the Debtor and Debtor in Possession

<u>Exhibit A</u>
Plan of Reorganization

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

PLAN OF REORGANIZATION OF THE STEPHAN CO.
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Dated: March 16, 2026

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

TABLE OF CONTENTS

EXHIBITS TO BE CONTAINED IN PLAN SUPPLEMENT

Exhibit A	Reserved
Exhibit B	Form of Talc Personal Injury Claimant Release
Exhibit C	Talc Personal Injury Trust Agreement
Exhibit D	Talc Personal Injury Trust Distribution Procedures
Exhibit E	Cooperation Agreement
Exhibit G	List of Non-Debtor Affiliates
Exhibit H	Name of Future Claimants' Representative, Talc Personal Injury Trustee, and Members of the Talc Personal Injury Trust Advisory Committee
Exhibit I	Rejected Executory Contract and Unexpired Lease List
Exhibit J	Reorganized Debtor's Bylaws
Exhibit K	Reorganized Debtor's Certificate of Incorporation
Exhibit L	List of Members of Reorganized Debtor Board, and List of Officers of Reorganized Debtor
Exhibit M	Trust Note, Debtor Guaranty, and Pledge and Security Agreement
Exhibit N	Financial Projections and Financial Statements (both as defined in the Disclosure Statement)
Exhibit O	Liquidation Analysis (as defined in the Disclosure Statement)

INTRODUCTION

The Stephan Co., as debtor and debtor in possession, together with the Non-Debtor Affiliates (as defined below) propose this plan of reorganization for the resolution of the Claims against and Interests in the Debtor pursuant to section 1121(a) of Title 11 of the United States Code.

Holders of Claims and Interests should refer to the Disclosure Statement (as defined below) for a discussion of the Debtor's history, assets, and financial information, as well as a summary and description of the Plan.

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

A. Definitions

Capitalized terms used in the Plan and not otherwise defined shall have the meanings set forth below:

1. *"Administrative Expense Claim"* means any right to payment constituting a cost or expense of administration of the Chapter 11 Case incurred on or prior to the Effective Date and allowable under section 327, 328, 330, or 503(b) of the Bankruptcy Code and entitled to priority under section 507(a)(2) or 507(b) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary post-petition costs and expenses of preserving the Debtor's Estate; (b) any indebtedness or obligation incurred or assumed by the Debtor as a debtor in possession during the Chapter 11 Case; (c) any Professional Fee Claims; (d) all fees and charges assessed against the Estate pursuant to sections 1911-1932 of chapter 123 of Title 28 of the United States Code; and (e) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Case pursuant to section 503(b)(3), (4) and (5) of the Bankruptcy Code.

2. *"Administrative Expense Claims Bar Date"* means the deadline to file a request for payment of an Administrative Expense Claim, which shall be the first Business Day that is thirty (30) days after the Effective Date; *provided, however*, that Professional Fee Claims shall not be subject to the Administrative Expense Claims Bar Date and shall be filed on or before the Professional Fee Claims Bar Date.

3. *"Affiliate"* has the meaning set forth in section 101(2) of the Bankruptcy Code and shall include non-Debtor entities.

4. *"Allowed"* means, when used with respect to any Claim against the Debtor, including Administrative Expense Claims, but excluding Talc Personal Injury Claims, such Claim or portion thereof: (a) arising on or before the Effective Date as to which a Proof of Claim has been timely filed consistent with any applicable Bar Date(s) (or other applicable orders of the Bankruptcy Court) and as to which no objection to allowance, priority, or secured status has been made and no request for estimation or other challenge has been interposed and that is not otherwise subject to continuing dispute by the Debtor or Reorganized Debtor within the applicable period fixed by the Plan (including the Claims Objection Deadline) or applicable law (and as to which proof of such Claim or application for payment of a Professional Fee Claim has been properly and

timely filed to the extent required by the Plan, any order or local rules of the Bankruptcy Court); (b) that is listed in the Schedules as liquidated, non-contingent, and undisputed, and is not superseded by a Proof of Claim (provided, however, that to the extent that the Holder of a Claim listed in the Schedules and is superseded by a filed Proof of Claim, any such Claims listed on the Schedules for such Holder shall not be deemed Allowed, unless otherwise Allowed hereunder); (c) as to which any objection or request for estimation that has been filed has been settled, waived, released or denied by a Final Order; or (d) that is allowed (i) pursuant to the terms of a Final Order, (ii) pursuant to the terms of an agreement by and among the Holder(s) of such Claim and the Debtor (or Reorganized Debtor, as the case may be), or (iii) expressly under the terms of the Plan or Confirmation Order; provided, however, that for the purposes of determining the status (i.e., Allowed, Disputed, or Disallowed) of a particular Claim prior to the expiration of the period fixed for filing objections to the allowance or disallowance of such Claim (including the Claims Objection Deadline), any such Claim which has not been previously allowed or disallowed by a Final Order of the Bankruptcy Court shall be deemed a Disputed Claim unless such Claim is specifically identified by the Debtor in the Plan or other filing with the Bankruptcy Court as being an Allowed Claim; provided further, however, that the Reorganized Debtor shall retain all claims and defenses (including setoff and/or recoupment rights) with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan (including, for the avoidance of doubt, Administrative Expense Claims not paid prior to the Effective Date). Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code (and subject to the waiver of all Preference Actions as set forth below) shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtor or Reorganized Debtor. “Allow” and “Allowance” shall have correlative meanings.

5. *“Allowed Amount”* means, with respect to any Claim, including Administrative Expense Claims but excluding Talc Personal Injury Claims, the Allowed dollar amount of such Claim. Unless otherwise provided in the Plan or a Final Order, the Allowed Amount of a Claim shall not include interest or penalties accruing on such Claim from and after the Petition Date.

6. *“Ballot”* means the form of ballot distributed to Holders of Talc Personal Injury Claims in Class 4 entitled to vote on the Plan by which such Holders may indicate acceptance or rejection of the Plan pursuant to the terms and instructions set forth in the Solicitation Materials.

7. *“Bankruptcy 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 that are made retroactive to the Petition Date, as the same may exist on any relevant date to the extent applicable to the Chapter 11 Case.

8. *“Bankruptcy Court”* means the United States Bankruptcy Court for the Middle District of Florida having jurisdiction over the Chapter 11 Case.

9. *“Bankruptcy Rules”* means the Federal Bankruptcy Rules, as promulgated by the United States Supreme Court under section 2075 of Title 28 of the United States Code, 28 U.S.C. § 2705, and the general, local, and chambers rules of the Bankruptcy Court, in each case as applicable to the Chapter 11 Case and as amended from time to time.

10. *"Bar Date"* means, with respect to any particular Claim, the applicable date set by the Bankruptcy Court as the deadline for filing a proof of claim (including claims pursuant to section 503(b)(9) of the Bankruptcy Code) or a request for allowance of an Administrative Expense Claim or a proof of interest, against the Debtor in this Chapter 11 Case as relevant for the applicable Claim. For the avoidance of doubt, there is no bar date set by the Bankruptcy Court or in this Plan for the filing of a Talc Personal Injury Claim. All Talc Personal Injury Claims will be resolved in accordance with the Talc Personal Injury Trust Distribution Procedures.

11. *"Barred Claim"* means all Channeled Claims (specifically including, but not limited to, Talc Personal Injury Claims (including Contribution Claims and all other Indirect Talc Personal Injury Claims), Medicare Claims, Extra-Contractual Claims, and Demands), Released Insurance Claims, Related Insurance Claims, Direct Action Claims, and every other Claim, Demand, or Cause of Action that (a) is under, arises out of, relates (directly or indirectly) to, or connects in any way with a Talc Personal Injury Claim or any of the Settling Insurer Policies or (b) is released pursuant to any Insurance Settlement Agreement.

12. *"Business Day"* means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Federal Bankruptcy Rule 9006(a)(6)).

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

14. *"Cause of Action"* means any action, Claim, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, loss, suit, debt, damage, remedy, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, Secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any claim under any state or foreign law, including any fraudulent transfer or similar claim.

15. *"Channeled Claim"* means any Demand, Talc Personal Injury Claim, Medicare Claim, Extra-Contractual Claim, or any other Claim or Cause of Action against the Debtor or any Protected Party arising from or related in any way to a Talc Personal Injury Claim or any of the Settling Insurer Policies, whenever and wherever arising or asserted, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including without limitation all Claims, Demands, and Causes of Action by way of direct action, subrogation, contribution, indemnity, alter ego, successor liability, derivative claims, statutory or regulatory action, or otherwise, and Claims, Demands, or Causes of Action for exemplary or punitive damages, for attorneys' fees and other expenses, or for any equitable remedy. For the avoidance of doubt, a Channeled Claim includes any Claim, Demand, or Cause of Action against a Protected Party based on allegations that it is an alter ego and/or successor of a Person that is not a Protected Party or that the Protected Party's corporate veil should be pierced on account of Claims, Demands, or

Causes of Action against an Entity that is not a Protected Party or based on any other theory under which the legal separateness of any Entity and any other Entity may be disregarded to impose liability for a Claim, Demand, or Cause of Action on either such Entity.

16. *"Chapter 11 Case"* means the case filed for the Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

17. *"Claim"* has the meaning assigned to that term in section 101(5) of the Bankruptcy Code and further includes, without limitation, all "interests" as that term is used in section 363 of the Bankruptcy Code, and all other rights of any nature, whether at law or in equity, arising under the laws of any jurisdiction (federal, state, or foreign).

18. *"Claims Agent"* means Kroll Restructuring Administration LLC or its affiliates in its capacity as claims, noticing, solicitation, and balloting agent for the Debtor.

19. *"Claims Objection Deadline"* has the meaning ascribed to such term in Section VII.A. of the Plan.

20. *"Claims Register"* means the official register of Claims and Interests maintained by the Claims Agent.

21. *"Class"* means a category of Claims or Interests classified under Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

22. *"Confirmation"* means the entry of the Confirmation Order on the docket of the Chapter 11 Case.

23. *"Confirmation Date"* means the date on which the order of the Bankruptcy Court confirming the plan under section 1129 of the Bankruptcy Code is issued or affirmed by the District Court pursuant to section §524(g) of the Bankruptcy Code.

24. *"Confirmation Hearing"* means the hearing(s) to be held by the Bankruptcy Court and/or District Court pursuant to section 1128(a) of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing(s) may be adjourned or continued from time to time.

25. *"Confirmation Order"* means (a) the order of the District Court confirming the Plan under section 1129 of the Bankruptcy Code or (b) collectively, the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code and the order of the District Court affirming such order (or otherwise confirming the Plan), which in either case shall contain the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction, shall ratify the Settling Insurer Injunction, and shall be in form and substance reasonably satisfactory to the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, the Future Claimants' Representative, and the Settling Insurers.

26. "*Confirmation Order Outside Date*" means June 30, 2026, which date may be further extended without seeking leave to the Bankruptcy Court by consent of the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative.

27. *"Consummation"* means the occurrence of the Effective Date.

28. *"Contribution Claim"* means any Claim, Demand, or Cause of Action (a) against the Debtor or any other Insured for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, arising from or related to any Talc Personal Injury Claim; or (b) held by a Non-Settling Insurer by which such Insurer contends that it has paid more than its equitable or proportionate share of a Talc Personal Injury Claim, whether expressed in terms of contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, allocation, reallocation, reimbursement, or any other direct, indirect, or derivative recovery.

29. *"Cooperation Agreement"* means the cooperation agreement with respect to certain records entered into as of the Effective Date, which shall be in form and substance reasonably acceptable to the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, the Future Claimants' Representative and any Settling Insurer (to the extent affecting any Settling Insurer) and be included in the Plan Supplement.

30. *"Cure Claim"* means a Claim based on the Debtor's monetary default(s) under an Executory Contract existing as of the time such Executory Contract is assumed by the Debtor pursuant to section 365 of the Bankruptcy Code.

31. *"Debtor"* means The Stephan Co., and includes any entity that was, at any time, merged or consolidated with the Debtor, including, without limitation, Old 97 Company.

32. *"Debtor Bankruptcy Fees and Costs Contribution Reduction Amount"* means the total amount incurred (or to be incurred) by the Debtor and/or the Non-Debtor Affiliates with respect to the following pre-petition bankruptcy related fees and costs (incurred from and after September 1, 2025) and post-petition bankruptcy related fees and costs:

(i) the Professional Fee Reserve Amount;

(ii) the Previously Paid Post-Petition Professional Fee and Cost Amount; and

(iii) the Financing Amount.

Notwithstanding the foregoing, Debtor Bankruptcy Fees and Costs Contribution Reduction Amount shall not include any fees or costs incurred by the Debtor and/or any Retained Professional with respect to any objection or litigation related to a General Unsecured Claim, Priority Tax Claim, Priority Non-Tax Claim, Intercompany Claim, or any Rejection Damages Claim.

33. *"Debtor Contributed Cash"* means the amount remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fees and the Financing Facility Claim, which amount shall be contributed to the Talc Personal Injury Trust.

34. *"Debtor Contribution"* has the meaning assigned to that term in Section IV.B.2. below.

35. *"Debtor Equity Interest"* means Interests in The Stephan Co. or, following the Effective Date, in the Reorganized Debtor.

36. *"Debtor Guaranty"* means the Debtor's unconditional guaranty of the Trust Note.

37. *"Debtor Release"* means the releases of the Released Parties and the Non-Estate Representative Released Parties, respectively, provided for in Section VIII.F. below.

38. *"Demand"* means any demand for payment, present or future, against the Debtor or any other Protected Party, which is referred to in section 524(g) of the Bankruptcy Code and that (a) was not a Claim prior to the Effective Date, and (b) arises out of the same or similar conduct or events that gave rise to Talc Personal Injury Claims and is based on, arises from, or is attributable to personal injury or wrongful death allegedly caused by talc or asbestos.

39. *"Direct Action Claim"* means any Claim or Cause of Action against a Settling Insurer identical or similar to a Demand or Talc Personal Injury Claim, whether arising by contract, in tort, or under the laws of any jurisdiction, including any statute that gives a third-party a direct cause of action against an insurer.

40. *"Disallowed"* means, when used with respect to a Claim against the Debtor, other than a Talc Personal Injury Claim, a Claim that: (a) is denied, dismissed, expunged, overruled, or disallowed in whole or in part (but solely to the extent of such disallowance) by Final Order; (b) has been withdrawn, in whole or in part (but solely to the extent of such withdrawal), by the Holder thereof; (c) if listed in the Schedules as zero or as disputed, contingent, partially liquidated, or unliquidated and in respect of which a proof of Claim has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code, or any Final Order or other applicable law or Bankruptcy Rule; (d) was not timely or properly filed; (e) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; (f) has been paid or satisfied, and, with respect to such Claim, a notice of satisfaction of Claim has been filed or will be filed prior to the Claims Objection Deadline and the Holder of such Claim fails to object to or respond to such notice of satisfaction (in which case such Claim shall be deemed Disallowed); and (g) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 548, 549 or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such Property, for which such Person, Entity or transferee is liable under section 522(i), 542, 543, 550 or 553 of the Bankruptcy Code.

41. *"Disclosure Statement"* means the Disclosure Statement for the Plan of Reorganization of The Stephan Co. Pursuant to Chapter 11 of the Bankruptcy Code, dated March __, 2026, as amended, supplemented, or modified from time to time (as agreed to by the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, the Future Claimants' Representative, and any Settling Insurer) including all exhibits and schedules thereto, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.

42. *"Disputed"* means, with respect to any Claim or Interest or any portion thereof, other than Talc Personal Injury Claims, that is neither Allowed nor Disallowed in accordance with

the terms of this Plan or other Final Order of the Bankruptcy Court. For the purposes of this Plan, a Claim shall be considered a Disputed Claim in its entirety prior to the Claims Objection Deadline if: (a) the amount or classification of the Claim specified in a relevant Proof of Claim exceeds the amount or classification of any corresponding Claim scheduled in the Schedules; (b) any corresponding Claim scheduled by the Debtor has been scheduled as zero, disputed, contingent, unliquidated, or unknown; or (c) no corresponding Claim has been scheduled by the Debtor in its Schedules.

43. *"Distribution"* means any: (a) Cash; (b) property; or (c) interest in property to be paid or distributed hereunder to the Holders of Allowed Claims, other than Talc Personal Injury Claims, on account of such Claims, and shall include the means by which any Claim is Reinstated in the event that reinstatement is the means for satisfying said Claim pursuant to the Plan.

44. *"Distribution Record Date"* means the record date for determining an entitlement to receive a Distribution under the Plan on account of an Allowed Claim, other than a Talc Personal Injury Claim, which date shall be the Confirmation Date.

45. *"District Court"* means the United States District Court for the Middle District of Florida.

46. *"Effective Date"* means the Business Day selected by the Debtor as of which all conditions precedent to the occurrence of the Effective Date have been satisfied or waived pursuant to Article IX hereof, which shall be agreed upon by the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative, and which shall occur within ten (10) Business Days after all conditions precedent to occurrence of the Effective Date of the Plan have been satisfied pursuant to Section IX.B. hereof unless waived in accordance with Section IX.C.

47. *"Effective Date Payment"* has the meaning assigned to that term in Section IV.E. below.

48. *"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, without limitation, 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.

49. *"Enjoined Party"* means all Entities who have held, hold, or may hold Claims, Causes of Action, or Demands that have been released or discharged or are subject to injunction or exculpation, including, without limitation, under the Talc Personal Injury Channeling Injunction, the Insurance Entity Injunction, or the Settling Insurer Injunction, pursuant to this Plan, the Confirmation Order, or the Sale Order(s).

50. *"Entity"* has the meaning assigned to that term in section 101(15) of the Bankruptcy Code and includes a Person.

51. *"Estate"* means, the estate created with respect to the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

52. *"Exculpated Fiduciaries"* means each of: (a) the Debtor; (b) the Talc Claimants' Committee, and its members, solely in their respective capacities as such; (c) the Future Claimants' Representative; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), each such Entity's directors, officers, and professionals, in each case solely in their capacity as such.

53. *"Executory Contract"* means any unexpired lease or executory contract to which the Debtor is a party and that is subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

54. *"Extra-Contractual Claim"* means any Claim or Cause of Action against any Settling Insurer Releasee, in its capacity as an Insurer, seeking any type of relief other than coverage or benefits under, or with respect to, the Talc Insurance Policies or Settling Insurer Policies. Extra-Contractual Claims include Claims and Causes of Action for compensatory, exemplary, or punitive damages, or attorneys' fees, interests, costs, or any other type of relief, alleging any of the following with respect to (i) any Talc Insurance Policy or Settling Insurer Policy; (ii) any Claim, Demand, or Cause of Action allegedly or actually covered under a Talc Insurance Policy or Settling Insurer Policy; or (iii) the conduct of a Settling Insurer with respect to (i) or (ii): (a) bad faith; (b) failure to provide insurance coverage under any Talc Insurance Policy or Settling Insurer Policy, including any failure to investigate or to provide a defense or adequate defense; (c) failure or refusal to compromise and settle any Claim, Demand, or Cause of Action insured under any Talc Insurance Policy or Settling Insurer Policy; (d) failure to act in good faith; (e) violation or breach of any covenant or duty of good faith and fair dealing, whether express, implied, or otherwise; (f) violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; (g) violation of any unfair claims practices act or similar statute, regulation or code, including any statute, regulation, or code relating to unlawful, unfair, or fraudulent competition, business, or trade practices, and/or untrue or misleading advertising; (h) any type of misconduct; or (i) any other act or omission of any type by a Settling Insurer Releasee for which the claimant seeks relief other than coverage or benefits under a Talc Insurance Policy or Settling Insurer Policy. Extra-Contractual Claims further include all Claims and Causes of Action relating to any Settling Insurer Releasee's (x) handling of any Claims, Demands, or Causes of Action under any Talc Insurance Policy or Settling Insurer Policy, (y) conduct in negotiating the Insurance Settlement Agreements and/or the Plan, and (z) conduct in the settlement of any Claims, Demands, or Causes of Action.

55. *"File," "Filed"* or *"Filing"* means file, filed, or filing with the Bankruptcy Court or the District Court in the Chapter 11 Case.

56. *"Final Order"* means, as applicable, an order or judgment of the Bankruptcy Court, the District Court or other court of competent jurisdiction, which has not been reversed, vacated, stayed, modified, or amended, and as to (a) which the time to appeal, petition for certiorari, or motion for a new trial, reargument or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing is pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing has been sought,

such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari, a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order or judgment, or such appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have otherwise been dismissed with prejudice, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment; and provided further that nothing herein shall be construed to limit the scope or effect of section 363(m) of the Bankruptcy Code with respect to any order entered prior to the Effective Date including, without limitation, the FFIC Settlement Approval Order.

57. *"Financing Amount"* means the entire outstanding amount (inclusive of principal and accrued interest) owed by the Debtor to Non-Debtor Affiliates based on the amounts funded from the Non-Debtor Affiliates to the Debtor on and after September 1, 2025 under the Financing Facility prior to and as of the Effective Date.

58. *"Financing Facility"* means that certain unsecured loan facility by and between the Non-Debtor Affiliates, as Lender, and the Debtor, as Borrower dated as of September 1, 2025 and evidencing the obligation to repay the Financing Amount.

59. *"Financing Facility Claim"* means the Financing Amount as of the Effective Date, which amount shall be deemed an Allowed Claim and treated pursuant to Class 5 of the Plan.

60. *"FFIC"* means Fireman's Fund Insurance Company of Wisconsin.

61. *"FFIC Settlement Agreement"* means the Settlement Agreement, Release, and Insurance Policy Buyback by and between FFIC and the Debtor.

62. "*FFIC Settlement Agreement Approval Order*" shall have the meaning ascribed to such term in Section IX.A.5. hereof.

63. *"Future Claimants' Representative"* means the person appointed by the Bankruptcy Court (or any court-appointed alternative or successor), in his or her capacity as the court-appointed legal representative for all Future Demand Holders pursuant to sections 105(a) and 524(g) of the Bankruptcy Code.

64. *"Future Demand Holder"* means an Entity that holds or might subsequently hold a Demand.

65. *"General Unsecured Claim"* means a Claim arising prior to the Petition Date against the Debtor that is not secured by a valid and enforceable Lien against property of the Debtor and that is not an Administrative Expense Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an Intercompany Claim, or a Talc Personal Injury Claim.

66. *"Governmental Unit"* has the meaning assigned to that term in section 101(27) of the Bankruptcy Code.

67. *"Holder"* means an Entity holding a Claim, Demand, or Interest, as applicable, the estate of a deceased individual who held a Claim, Demand, or Interest, as applicable, the executor or personal representative of the estate of a deceased individual who held a Claim, Demand, or Interest, as applicable, or the assignee of any of the foregoing, as the case may be.

68. *"Impaired"* means, with respect to a Claim, Interest, or Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

69. *"Implementation Step Plan"* means that certain Implementation Step Plan to be filed with the Bankruptcy Court not less than ten (10) days prior to the Effective Date, which Implementation Step Plan shall set forth the restructurings, transfers, and other transactions that the Plan Proponents determine to be necessary or appropriate to effectuate the Plan, including, without limitation, the execution and delivery of the Talc Personal Injury Trust and the Non-Debtor Affiliates' Contribution and the Debtor Contribution to the Talc Personal Injury Trust in compliance with the Bankruptcy Code and other applicable law and, to the maximum extent possible, in a tax efficient manner.

70. *"Indemnified Claims"* has the meaning ascribed to such term in Section VIII.L. of this Plan.

71. *"Indirect Talc Personal Injury Claim"* means (a) all Contribution Claims; and (b) any other cross-claim, contribution claim, subrogation claim, reimbursement claim, indemnity claim, guaranty claim, or other similar indirect Claim, Demand, or Cause of Action to the extent based on, arising out of, or attributable to a Talc Personal Injury Claim, and arising in any jurisdiction around the world against the Debtor or any other Protected Party, whether or not such Claim, Demand, or Cause of Action is or has been reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, whether or not the facts of or legal bases therefor are known or unknown, and whether in the nature of or sounding in tort, or under contract or implied by law (as governed by the applicable non-bankruptcy law), statutory right, warranty, guaranty, contribution, joint liability, joint and several liability, subrogation, reimbursement, or indemnity, or any other theory of law, equity, or admiralty, whether based on statute, treaty, regulation, restatement or common law, whether or not diagnosable or manifested before the Effective Date, caused or allegedly caused, in whole or in part, directly or indirectly (i) by talc or asbestos-containing products manufactured, supplied, distributed, handled, stored, or sold by the Debtor or (ii) by services, actions, or operations provided, completed, or taken by the Debtor with respect to talc, or asbestos-containing products. For the avoidance of doubt, Indirect Talc Personal Injury Claims may be subject to disallowance by the Talc Personal Injury Trust pursuant to section 502(e) of the Bankruptcy Code and/or subordination under section 509(c) of the Bankruptcy Code. Indirect Talc Personal Injury Claim shall not include any claim based on an indemnification obligation contained in a written contract with the Debtor that has been waived or released by the contract counter-party in writing prior to the Petition Date.

72. "*Insurance Assignment*" means the assignment and transfer to the Talc Personal Injury Trust of Talc Personal Injury Insurance Assets, pursuant to Section IV.B.2. below.

73. "*Insurance Entity Injunction*" means the injunction provided for in Section VIII.D. of this Plan.

74. *"Insurance Settlement Agreement"* means each of (a) the FFIC Settlement Agreement and (b) any other settlement agreement that is either (i) agreed to by the Plan Proponents and any Insurer, and approved by an order of the Bankruptcy Court (including the Confirmation Order) entered on or prior to the Effective Date, or (ii) agreed to after the Effective Date by the Talc Personal Injury Trustee and any Insurer.

75. *"Insurance Settlement Amount"* means the settlement amount paid by a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement.

76. *"Insurance Settlement Trigger Date"* means, with respect to any Settling Insurer, the date on which such Settling Insurer pays the Insurance Settlement Amount due under such Settling Insurer's Insurance Settlement Agreement.

77. *"Insured"* means, any Entity that (a) is, or allegedly is, insured or covered under a Settling Insurer Policy (as a named insured, additional insured, or otherwise) and/or (b) has actually or allegedly acquired or been assigned the right to make a Claim or Demand for coverage under a Settling Insurer Policy.

78. *"Insurer*" means any Entity that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in a Talc Insurance Policy, and each of its affiliates, predecessors in interest, and agents in relation to such Talc Insurance Policy, including those insurers who issued, subscribed to, or have acquired the obligations of an issuing or subscribing insurer through assignment, conveyance, merger, acquisition or other legal theory. For avoidance of doubt, FFIC and Liberty are each an Insurer under the Plan.

79. *"Intercompany Claim"* means any Claim against the Debtor held by an Affiliate of the Debtor, other than the Financing Facility Claim.

80. *"Intercompany Receivables"* means all intercompany receivables owed to any of the Non-Debtor Affiliates by the Debtor, other than a Financing Facility Claim.

81. *"Interest"* means any equity security (as defined in section 101(16) of the Bankruptcy Code) of the Debtor, including all issued, unissued, authorized, or outstanding shares or common stock, preferred stock, or other instruments, including restricted stock units, evidencing any fixed or contingent ownership interest in the Debtor together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, as well as any partnership, limited liability company, or similar interest of the Debtor, as applicable.

82. *"Internal Revenue Code"* means the Internal Revenue Code of 1986, as amended from time to time.

83. "*Liberty*" means Liberty Mutual Insurance Company, and any Affiliates, predecessors, or successors of such entity.

84. *"Lien"* has the meaning assigned to that term in section 101(37) of the Bankruptcy Code.

85. *"Master Ballot"* means the form of ballot distributed to attorneys of record representing the Holders of Claims in Class 4 entitled to vote on the Plan by which such parties may indicate acceptance or rejection of the Plan on behalf of Holders of Claims in Class 4 that they represent pursuant to the terms and instructions set forth in the Solicitation Materials.

86. *"Medicare Claim"* means all Claims and Causes of Action of CMS, and/or any agent or successor of CMS charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA or pursuing Claims or Causes of Action under MSPA, relating to any payments in respect of any Talc Personal Injury Claim or Demand, including Claims and Causes of Action for reimbursement of payments made to Holders of Talc Personal Injury Claims or Demands (including Future Demand Holders) who recover or receive any consideration from the Talc Personal Injury Trust, and all Claims and Causes of Action relating to reporting obligations.

87. *"Medicare Eligible"* means the Holder of a Talc Personal Injury Claim or Demand (including Future Demand Holders) who is eligible to receive, is receiving, or has received Medicare benefits.

88. *"MMSEA"* means section 111 of the "Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173)" which imposes reporting obligations on those Entities with payment obligations under the MSPA.

89. *"MSPA"* means 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto.

90. *"Non-Debtor Affiliates"* means (a) all current and former Affiliates of the Debtor and (b) all former Affiliates and predecessors of the Debtor, and their respective successors and assigns, solely in their respective capacities as such. Without limiting the foregoing, Non-Debtor Affiliates shall include those entities identified as Non-Debtor Affiliates in the Plan Supplement, but shall specifically include 614 Barber Supply, Inc., Bowman Beauty & Barber Supply, Inc. and Morris Flamingo-Stephan, Inc.

91. *"Non-Debtor Affiliates Contribution"* means the Trust Note in the amount of One Million Dollars ($1,000,000) executed and delivered by the Non-Debtor Affiliates to and payable to the Talc Personal Injury Trust.

92. *"Non-Estate Representative Released Parties"* means (a) the Non-Debtor Affiliates, and (b) any Representative of the Entities set forth in clause (a) of this definition.

93. *"Non-Estate Representative Released Party Claims"* means any claim of the Debtor, the Estate, and/or any other person or entity whether direct or derivative, against any Non-Estate Representative Released Party relating to, associated with, arising from or on account of: (a) Talc Personal Injury Claims and any other Claims related to or arising from, directly or indirectly, the manufacture, sale, distribution or related activity of any talc or asbestos-containing product historically manufactured, sold, or distributed by, or branded with the name of or under a

license granted by, the Debtor, (b) any amounts due or allegedly due to the Debtor from any Related Party for any reason whatsoever, including, without limitation, amounts related to (i) payments made by any of the Related Parties on behalf of the Debtor; (c) payments made by the Related Parties on behalf of the Debtor for legacy operational, pension, and employee benefit obligations, (d) any dividends made by the Debtor to the Related Parties, or (e) any other claim, including, without limitation, any amounts due to the Debtor by the Non-Estate Representative Released Parties for any reason whatsoever, including, without limitation, any amounts due with respect to any acts, omissions, events, or occurrences in connection with the Chapter 11 Case, including, without limitation, any acts, omissions, events or occurrences in connection with the formulation, negotiation, solicitation, confirmation, Consummation, administration, and implementation of the Plan, and the transactions and other matters contemplated in the Plan. For the avoidance of doubt, Non-Estate Representative Released Party Claims include any claims based upon any such entity being an alter ego of the Debtor, upon piercing the corporate veil, or successor liability of any kind.

94. *"Non-Settling Insurer"* means any Insurer that is not a Settling Insurer.

95. *"Notice of Effective Date"* means the notice that all conditions precedent to the Effective Date have been satisfied or waived in accordance with Article IX hereof.

96. *"Person"* has the meaning assigned to that term in section 101(41) of the Bankruptcy Code.

97. *"Petition Date"* means the date on which the Debtor commenced the Chapter 11 Case.

98. *"Plan"* means this Plan of Reorganization of The Stephan Co. pursuant to Chapter 11 of the Bankruptcy Code, including the Plan Supplement, which is incorporated herein by reference, and any other supplements and exhibits hereto, either in its present form or as the same may be modified, amended or supplemented from time to time in accordance with the terms hereof.

99. *"Plan Documents"* means, collectively, (a) the Plan, (b) the Disclosure Statement, (c) the Talc Personal Injury Trust Documents, (d) the Plan Supplement, and (e) any other document necessary to implement the Plan.

100. "*Plan Effective Date Outside Date*" means July 30, 2026.

101. *"Plan Proponents"* means, collectively, the Debtor and the Non-Debtor Affiliates.

102. *"Plan Supplement"* means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, including the Cooperation Agreement, the Rejected Executory Contract and Unexpired Lease List, Trust Note, Debtor Guaranty, Pledge and Security Agreement, Talc Personal Injury Trust Agreement, Talc Personal Injury Trust Distribution Procedures, Reorganized Debtor's Bylaws (to the extent amended from the current bylaws), Reorganized Debtor's Certificate of Incorporation (to the extent amended from the current certificate of incorporation), and Reorganized Debtor's board of directors and management, in each case in form and substance reasonably acceptable to the Debtor and the Non-Debtor Affiliates (and with respect to (a) the Cooperation Agreement, also reasonably acceptable to the Talc Claimants' Committee,

and the Future Claimants' Representative, and (b) the Talc Personal Injury Trust Agreement, also acceptable to FFIC).

103. *"Plan Supplement Filing Date"* means the date that is ten (10) Business Days prior to the deadline scheduled for the filing of objections to entry of the Confirmation Order.

104. "*Pledge and Security Agreement*" means the Pledge and Security Agreement providing not less than 50.1% of the Interests in the Reorganized Debor as of the Effective Date as collateral security for the Debtor Guaranty, in substantially the form included in the Plan Supplement, to be dated as of the Effective Date, by and among the Reorganized Debtor and the Talc Personal Injury Trust.

105. *"Post-Effective Date Future Claimants' Representative"* means, subject to approval of the Bankruptcy Court, on and after the Effective Date, the person appointed by the Bankruptcy Court in his or her capacity as the post-Effective Date legal representative for all Future Demand Holders, or any successor thereto appointed pursuant to the Talc Personal Injury Trust Agreement.

106. *"Preference Action"* means any actual or potential claim or cause of action to avoid, pursuant to section 547 of the Bankruptcy Code, or similar applicable state or federal statutes and common law, a transfer of property of the Debtor, whether or not litigation has been commenced with respect to such claim as of the Effective Date. Pursuant to Section VIII.F.4. of this Plan, all Preference Actions are released.

107. *"Priority Non-Tax Claim"* means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment under section 507(a) of the Bankruptcy Code.

108. *"Priority Tax Claims"* means any Claim of a Governmental Unit entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

109. *"Professional Fee Claim"* means any Claim of a (a) Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of expenses pursuant to sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code or (b) member representative of the Talc Claimants' Committee for reimbursement of costs and expenses, in each case incurred in the Chapter 11 Case on or before the Effective Date (or with respect to reasonable amounts incurred in connection with prosecuting final professional fee applications or any appeals of the Confirmation Order, to the extent incurred after the Effective Date).

110. *"Professional Fee Claims Bar Date"* means the date that is sixty (60) days after the Effective Date.

111. *"Professional Fee Escrow Account"* means an account in an amount equal to the Professional Fee Reserve Amount plus the Financing Amount funded from the Insurance Settlement Amount paid by FFIC and maintained by the Reorganized Debtor (or its agent) solely for the purpose of paying all Allowed and unpaid Professional Fee Claims, all Allowed and unpaid

fees and expenses of the Claims Agent under section 156 of the Bankruptcy Code, and the Financing Amount.

112. *"Professional Fee Reserve Amount"* means the aggregate amount of all fees, costs, and expenses accrued, incurred and unpaid, or projected to be incurred by (a) Retained Professionals and (b) the Claims Agent under section 156 of the Bankruptcy Code from the Petition Date through the Effective Date as estimated in good faith and in accordance with Section II.B. by the Retained Professionals and approved by the Debtor, in consultation with the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative.

113. *"Proof of Claim"* means a written proof of claim Filed with the Bankruptcy Court or submitted to the Claims Agent pursuant to section 501 of the Bankruptcy Code and Federal Bankruptcy Rule 3001 or 3002 and in accordance with any procedures approved by the Court against the Debtor.

114. *"Protected Party"* means (i) the Debtor, (ii) the Reorganized Debtor, (iii) the Non-Debtor Affiliates, (iv) any Settling Insurer, (v) Representatives of any of the parties included in (i) through (iv), solely in their capacity as such, or a successor-in-interest of any of the parties included in (i) through (v), solely in their capacity as such, and (vi) any and all Insureds.

115. *"Purchased Property"* means the Settling Insurer Policies and all Claims, Demands, and Causes of Action purchased by, and sold to, a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement.

116. *"Reinstated"* means, with respect to Claims, the treatment provided for in section 1124 of the Bankruptcy Code.

117. *"Rejected Executory Contract and Unexpired Lease List"* means the list that shall be included in the Plan Supplement of Executory Contracts (including any amendments or modifications thereto), if any, that will be rejected by the Debtor pursuant to the provisions of Article V of the Plan, which list (a) shall be determined by the Debtor, and (b) may be amended at any time prior to the Effective Date pursuant to the terms of the Plan.

118. *"Rejection Damages Claim"* means a Claim arising from the rejection of an Executory Contract pursuant to section 365 of the Bankruptcy Code.

119. *"Rejection Damages Claims Bar Date"* means, with respect to any given Rejection Damages Claim, the date that is thirty (30) days after the Effective Date.

120. *"Related Insurance Claims"* means:

(i) all Claims, Causes of Action, and enforceable rights against any Settling Insurer Releasee, whether sounding in contract, tort, or otherwise, including equity and bad faith, held by the Debtor, any Non-Debtor Affiliate, any Insured, or any Talc Personal Injury Claimant for any reason related to any Talc Personal Injury Claim or Demand asserted or alleged against the Debtor, any Non-Debtor Affiliate, or Insured, including those for (i) indemnity and payment of any such Talc Personal Injury Claim or Demand;

(ii) any Settling Insurer's failure or refusal to provide insurance coverage for any such Talc Personal Injury Claim or Demand under any Talc Insurance Policy or Settling Insurer Policy; (iii) any Settling Insurer's tortious or wrongful claims handling including the failure or refusal of any Settling Insurer to timely compromise and settle any such Talc Personal Injury Claims or Demands against the Debtor, any Non-Debtor Affiliate, or Insured pursuant to any Talc Insurance Policy or Settling Insurer Policy; (iv) to the extent not otherwise encompassed by sections (i)-(ii) above, any Settling Insurer's failure or refusal to cover or compromise and settle such Talc Personal Injury Claims or Demands; and (v) the interpretation or enforcement of the terms of any Talc Insurance Policy or Settling Insurer Policy;

(ii) all Extra-Contractual Claims against any Settling Insurer Releasee;

(iii) all other Claims, Causes of Action, and Demands against any Settling Insurer Releasee that are under, arise out of, relate (directly or indirectly) to, or connect in any way with, the Talc Insurance Policies or Settling Insurer Policies.

121. *"Released Insurance Claims"* means all Claims, Causes of Action, and Demands purchased by the Settling Insurers and/or released by the Debtor (whether on its own behalf, or on behalf of an Insured) pursuant to the Insurance Settlement Agreements.

122. *"Released Parties"* means each of: (a) the Debtor; (b) the Reorganized Debtor; (c) the Talc Claimants' Committee, solely in its capacity as such; (d) the Future Claimants' Representative, solely in his capacity as such; (e) to the fullest extent permitted by applicable law, with respect to each of the foregoing Entities in clauses (a) through (d), each such Entity's Representatives; and (f) upon occurrence of a Settling Insurer's Insurance Settlement Trigger Date, such Settling Insurer and all other Settling Insurer Releasees of such Settling Insurer.

123. *"Reorganized Debtor"* means Reorganized The Stephan Co.

124. *"Reorganized The Stephan Co."* means The Stephan Co., as reorganized pursuant to and under the Plan, or any successor thereto, on or after the Effective Date.

125. *"Reorganized Debtor Board"* means the board of directors of Reorganized The Stephan Co., the composition of which shall be disclosed in the Plan Supplement.

126. *"Reorganized Debtor Stock"* means one hundred percent (100%) of the shares of common stock of Reorganized The Stephan Co. to be authorized and issued or deemed authorized and issued or reissued on the Effective Date as described in Section IV.C. of the Plan.

127. *"Reorganized Debtor's Bylaws"* means the bylaws for Reorganized The Stephan Co., which to the extent amended from the current bylaws of The Stephan Co., shall be included in the Plan Supplement.

128. *"Reorganized Debtor's Certificate of Incorporation"* means the Florida certificate of incorporation filed for Reorganized The Stephan Co., which to the extent amended from the current certificate of incorporation of The Stephan Co., shall be included in the Plan Supplement.

129. *"Representative"* means with respect to any specified Entity, any current or former principal, equity holder, member, partner, manager, officer, director, controlling person, employee, agent, attorney, accountant, financial advisor, investment banker, consultant, management company, fund advisor, advisory board member any other professional, and any other representative or any person who controls any of these within the meaning of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, solely in their capacities as such, as well as any of the successors and assigns of the foregoing. For avoidance of doubt, the rights of any successors or assigns are no greater than any predecessors or assignors.

130. *"Reserve Funds"* has the meaning assigned to that term in Section IV.E. below.

131. *"Restructuring Transaction"* means each action by the Reorganized Debtor necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation, certificates of incorporation, operating agreements, by-laws, or other documents containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (d) the execution and delivery of the applicable documents and instruments included in the Plan Supplement; and (e) all other actions the Debtor or Reorganized Debtor determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

132. *"Retained Professional"* means an Entity: (a) retained in the Chapter 11 Case pursuant to a Bankruptcy Court order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been awarded by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code. For the avoidance of doubt, Retained Professionals include the Debtor's, the Talc Claimants' Committee's, and the Future Claims' Representative's professionals.

133. *"Sale Order"* means any or all of (a) the FFIC Settlement Agreement Approval Order and/or (b) any other order approving an Insurance Settlement Agreement.

134. *"Schedules"* means the schedules of assets and liabilities and the statements of financial affairs of the Debtor as Filed with the Bankruptcy Court by the Debtor in accordance with section 521 of the Bankruptcy Code, as such schedules and statements may be amended or supplemented from time to time.

135. *"Related Parties"* means the Non-Debtor Affiliates and their respective officers, directors, shareholders, employees, professionals, and consultants, and the assignees and successors of any of the foregoing (in their respective capacities as such).

136. *"Related Party Release"* has the meaning ascribed to that term in Section IV.B.1. of the Plan.

137. *"Secured Claim"* means a Claim or any portion thereof: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, to the extent of the value of the creditor's interest in the Estate's interest in such property as determined pursuant to section 506(a) of the Bankruptcy Code, (b) subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff as determined pursuant to section 506(a) of the Bankruptcy Code, or (c) Allowed as secured pursuant to the Plan or any Final Order as a secured Claim.

138. *"Securities Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended, together with the rules and regulations promulgated thereunder.

139. *"Securities Exchange Act"* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a-78nn, as amended.

140. *"Security"* has the meaning assigned to that term in section 2(a)(1) of the Securities Act.

141. "*Settling Insurer*" means FFIC, Fireman's Fund Insurance Company and any other Insurer that is party to an Insurance Settlement Agreement. A Settling Insurer's predecessors, successors, assigns, and Affiliates shall receive the benefits and protections afforded to a Settling Insurer under this Plan.

142. *"Settling Insurer Policy"* means any known or unknown contract, binder, certificate, or policy of insurance or certificate of liability coverage that any Settling Insurer issued, subscribed any interest in, or has underwritten any risk in (including without limitation any Talc Insurance Policy issued, subscribed, or underwritten by a Settling Insurer) and that is canceled, settled, or sold back to a Settling Insurer pursuant to the Insurance Settlement Agreement with such Settling Insurer.

143. *"Settling Insurer Releasee"* means:

(i) each Settling Insurer and each of its or their respective past, present, and future parents, subsidiaries, affiliates, and divisions; the foregoing Entities' respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; the foregoing Entities' respective past, present, and future directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, solely in their respective capacities as such; and the foregoing Entities' respective predecessors, successors, assignors, and assigns, whether known or unknown, solely in their respective capacities as such, and all Entities acting on behalf of, by, through, or in concert with them; and

(ii) to the extent not captured by (a), above, each Settling Insurer's respective predecessors, successors, assigns, and present and former shareholders, members, affiliates, subsidiaries, employees, Agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such; and

(iii) the reinsurer(s) and retrocessionaire(s) of each Settling Insurer, solely in their capacity as such.

144. *"Solicitation"* means the solicitation of votes on the Plan.

145. *"Solicitation Materials"* means the Disclosure Statement, the Plan, the letters of transmittal, the Ballots, the Master Ballots, and other documents required to solicit votes from Holders of Claims in Class 4.

146. *"Subordinated Claim"* means a Claim that is subordinated pursuant to section 510(b) of the Bankruptcy Code or any other applicable law.

147. *"Supplemental Settling Insurer Injunction"* or *"Settling Insurer Injunction"* means the permanent injunction provided for in the FFIC Settlement Agreement Approval Order and ratified in Section VIII.H. of this Plan.

148. *"Talc Claimants' Committee"* means both (i) the official committee of asbestos and/or talc personal injury claimants appointed in the Chapter 11 Case, as such committee may be reconstituted from time to time, and its members (solely in their respective capacities as such) and (ii) the ad hoc committee of Talc Claimants that served as the predecessor to the official committee of talc personal injury claimants prior to the Petition Date and its members (solely in their respective capacities as such), except where the context expressly applies to one or the other.

149. "*Talc Insurance Policy*" means any known or unknown insurance policy currently or previously in effect at any time on or before the Effective Date that provides, or may potentially provide, coverage to the Debtor for Talc Personal Injury Claims or Claims related to Talc Personal Injury Claims, including, but not limited to, each policy listed in the Plan Supplement as a Talc Insurance Policy.

150. "*Talc Personal Injury Channeling Injunction*" means the injunction provided for in Section VIII.C. of this Plan.

151. *"Talc Personal Injury Claim"* means any Claim or Demand against the Debtor or any other Protected Party, whether known or unknown, including with respect to any manner of alleged bodily injury, death, sickness, disease or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries or harms (whether physical, emotional, or otherwise and whether or not diagnosable or manifested before the Effective Date),

directly or indirectly arising out of or relating to the presence of or exposure to talc, asbestos, or talc-containing or asbestos-containing products in connection with alleged pre-Effective Date acts or omissions of the Debtor. Talc Personal Injury Claims include, without limitation, any such Claims or Demands directly or indirectly arising out of or relating to: (a) any products previously processed, manufactured, purchased, sold, and/or distributed by the Debtor or based on conduct or status for which the Debtor has liability or is alleged to have liability; (b) any materials present at any premises owned, leased, occupied, or operated by the Debtor or for which the Debtor has, or is alleged to have, liability; or (c) any talc, talc-containing, or allegedly asbestos-containing product sold by the Debtor. Talc Personal Injury Claims include all such claims, whether: (1) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity or admiralty, whether brought, threatened, or pursued (including but not limited to in any United States court or court or other proceeding anywhere in the world); (2) seeking compensatory, special, economic, non-economic, punitive, exemplary, or administrative damages, or any other costs, fees, penalties, injunctive or similar relief, or any other measure of damages; (3) seeking any legal, equitable or other relief of any kind whatsoever, including in the nature of alter ego, veil piercing, successor, or vicarious liability, mere continuation, fraudulent transfer, fraudulent conveyance, or conspiracy, and including, for the avoidance of doubt, any claims arising out of or relating to the presence of or exposure to talc, asbestos, talc-containing or asbestos-containing products assertable against the Debtor or any other Protected Party; or (4) held by claimants residing within the United States or in a foreign jurisdiction. Talc Personal Injury Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Personal Injury Claim" includes, without limitation (i) 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; and (ii) Indirect Talc Personal Injury Claims.

152. *"Talc Personal Injury Claimant Release*" means the contractual release, substantially in the form attached as an exhibit to the Talc Personal Injury Trust Distribution Procedures (or otherwise in a form acceptable to the Protected Parties), that each Holder of a Talc Personal Injury Claim must execute to receive any distribution from the Talc Personal Injury Trust.

153. *"Talc Personal Injury Insurance Assets"* means all of the rights, claims, benefits, or causes of action that the Debtor or Reorganized Debtor has, or may have in the future, with respect to the Transferred Policies, including but not limited to the right to receive proceeds thereunder. For the avoidance of doubt, Talc Personal Injury Insurance Assets include all rights to coverage and receipt of proceeds under the Transferred Policies, as well as the right, on behalf of the Debtor, to compromise with or grant a full release to one or more Non-Settling Insurer with respect to such insurance rights. For the further avoidance of doubt, Talc Personal Injury Insurance Assets shall specifically exclude all Settling Insurer Policies, all Claims, Demands, or Causes of Action against a Settling Insurer settled, sold, and/or released pursuant to the Insurance Settlement Agreement with such Settling Insurer (including, for the avoidance of doubt, Extra-Contractual Claims and Released Insurance Claims), and all other Purchased Property and Related Insurance Claims.

154. *"Talc Personal Injury Trust*" means the personal injury trust established pursuant to section 524(g) of the Bankruptcy Code and in accordance with the Plan, the Confirmation Order, and the Talc Personal Injury Trust Agreement, which trust shall constitute a "qualified settlement fund" under section 468B of the Internal Revenue Code.

155. *"Talc Personal Injury Trust Advisory Committee"* means the advisory committee established pursuant to the terms of the Plan and the Talc Personal Injury Trust Agreement and identified in the Talc Personal Injury Trust Agreement.

156. *"Talc Personal Injury Trust Agreement"* means the agreement, to be dated as of the Effective Date, by and among the Reorganized Debtor, the Talc Personal Injury Trustee, the Future Claimants' Representative, and the Talc Personal Injury Trust Advisory Committee, governing the creation and the terms of the Talc Personal Injury Trust, which shall be included in the Plan Supplement.

157. *"Talc Personal Injury Trust Assets"* means, collectively: (a) the Talc Personal Injury Trust Contributions; (b) all other assets, rights, and benefits assigned, transferred or conveyed to the Talc Personal Injury Trust in connection with the Plan or any Plan Documents; and (c) all proceeds of the foregoing. For the avoidance of doubt, Talc Personal Injury Trust Assets shall specifically exclude all Settling Insurer Policies, all Claims, Demands, or Causes of Action against a Settling Insurer settled, sold, and/or released pursuant to the Insurance Settlement Agreement with such Settling Insurer (including, for the avoidance of doubt, Extra-Contractual Claims and Released Insurance Claims), and all other Purchased Property and Related Insurance Claims.

158. *"Talc Personal Injury Trust Contributions"* means, collectively, the Debtor Contribution, the Non-Debtor Affiliates Contribution and the Talc Personal Injury Insurance Assets.

159. *"Talc Personal Injury Trust Distribution Procedures"* means the trust distribution procedures for the Talc Personal Injury Trust substantially in the form to be attached to the Plan Supplement and, with respect to any material departures from such procedures that impact (i) the applicability of section 524(g) and section 105 of the Bankruptcy Code to the Plan, the Confirmation Order, or the Talc Personal Injury Trust, (ii) the efficacy or enforceability of the Talc Personal Injury Channeling Injunction or any other injunction, release or other protection issued or granted in connection with the Plan to the Protected Parties, must be reasonably acceptable to the Debtor, the Non-Debtor Affiliates and any affected Settling Insurer.

160. *"Talc Personal Injury Trust Documents"* means, collectively: (a) the Talc Personal Injury Trust Agreement and any exhibits thereto; (b) the Talc Personal Injury Trust Distribution Procedures and any exhibits thereto; and (c) any other agreements, instruments and documents governing the establishment and administration of the Talc Personal Injury Trust, which shall be materially consistent with the terms of (i) the Plan, the Talc Personal Injury Trust Agreement, and the Talc Personal Injury Trust Distribution Procedures, as the same may be amended or modified from time to time, in accordance with the terms thereof, and (ii) the Insurance Settlement Agreements and the Sale Order(s).

161. *"Talc Personal Injury Trust Expenses"* means any of the liabilities, costs, or expenses incurred by or on behalf of the Talc Personal Injury Trust (other than liabilities to Holders of Talc Personal Injury Claims in respect of such Claims), Talc Personal Injury Trust Advisory Committee, and the Post-Effective Date Future Claimants' Representative, in carrying out the terms of the Talc Personal Injury Trust Agreement.

162. *"Talc Personal Injury Trustee"* means the individual set forth in the Talc Personal Injury Trust Agreement and appointed pursuant to the Confirmation Order to serve as the trustee for the Talc Personal Injury Trust in accordance with the terms of the Plan and the Talc Personal Injury Trust Agreement, and any successor trustee thereto appointed in accordance with the Talc Personal Injury Trust Agreement.

163. *"Transferred Policy"* means any Talc Insurance Policy that any Non-Settling Insurer issued, subscribed any interest in, or has underwritten any risk in. For the avoidance of doubt, no Settling Insurer Policy is a Transferred Policy.

164. *"Trust Note"* means a promissory note issued by the Non-Debtor Affiliates to the Talc Personal Injury Trust in the original principal sum of One Million Dollars ($1,000,000) bearing interest at 5 percent (5%) per annum with a five-year maturity. Principal and interest payments shall be paid on an annual basis. The Trust Note shall be guaranteed by the Reorganized Debtor pursuant to the Debtor Guaranty and such Debtor Guaranty shall be secured by a lien on 50.1% of the stock of Reorganized Debtor which stock shall be issued pursuant to this Plan for such purpose. The Trust Note shall be prepayable in whole or in part at any time at par plus accrued interest without any prepayment premium or penalty.

165. *"Unclaimed Distribution"* means any Distribution under the Plan on account of an Allowed Claim to a Holder that has not: (a) accepted a particular Distribution or, in the case of Distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtor of an intent to accept a particular Distribution; (c) responded to the Debtor's or Reorganized Debtor's requests for information necessary to facilitate a particular Distribution; or (d) taken any other action necessary to facilitate such Distribution.

166. *"Unimpaired"* means, with respect to a Claim, Interest or Class of Claims or Interests, not "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

167. *"U.S. Trustee"* means the United States Trustee for the Middle District of Florida.

B. Rules of Interpretation

Unless otherwise specified, all article, section or exhibit references in the Plan are to the respective article, section in or exhibit to the Plan, as the same may be amended or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained herein and have the same meaning as "in the Plan," "of the Plan," "to the Plan," and "under the Plan," respectively. The words "includes" and "including" are not limiting. The headings in the Plan are for convenience of reference only and shall not limit, expand or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (3) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Federal Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

E. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and a document Filed as part of the Plan Supplement, the terms of the document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or the Confirmation Order). In the event of any inconsistency between the Plan, the Plan Supplement or the Disclosure Statement, on one hand, and the Confirmation Order on the other hand, the Confirmation Order shall control. In the event of a conflict or any inconsistency between the Plan, a document Filed as part of the Plan Supplement, any Talc Personal Injury Trust Document, or the Disclosure Statement, on the one hand, and any Insurance Settlement Agreement, on the other, the terms of the Insurance Settlement Agreement shall control and govern in all respects. In the event of a conflict or any inconsistency between the Confirmation Order, on the one hand, and any Sale Order, on the other, the terms of the Sale Order shall control and govern in all respects. For the avoidance of doubt, but without limiting the generality of the foregoing, nothing in this Plan, the Plan Supplement (including any document Filed as a part thereof), the Talc Personal Injury Trust Documents, the Disclosure Statement, or the Confirmation Order shall limit (or be deemed or construed to limit) the rights and benefits afforded to a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement and Sale Order.

ARTICLE II
ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims (including Professional Fee Claims and Cure Costs) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Expense Claims Other Than Professional Fee Claims

Except as provided below with respect to Administrative Expense Claims that are Professional Fee Claims or Cure Costs, and except to the extent that a Holder of an Allowed Administrative Expense Claim agrees with the Debtor to a less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Expense Claim that is unpaid as of the Effective Date shall receive, on account and in full satisfaction of such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed Amount of such Administrative Expense Claim, to be paid on or as soon as is reasonably practicable after the latest of (1) the Effective Date, (2) the date that such Allowed Administrative Expense Claim becomes Allowed, and (3) the date that such Allowed Administrative Expense Claim becomes due and owing in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

Except as provided in Section II.B. of the Plan, requests for payment of Administrative Expense Claims that are not Professional Fee Claims or Cure Costs that are required to file a request for payment of such Claims and that do not file such requests by the Administrative Expense Claims Bar Date (or, in the case of tax claims, such later date as may be applicable pursuant to Section II.C. below) shall be forever barred from asserting such Claims against the Debtor, the Reorganized Debtor, any of their Affiliates, or any of their respective property.

B. Professional Fee Claims

1. Final Fee Applications

Retained Professionals asserting a Professional Fee Claim for services rendered or expenses incurred on or before the Effective Date must File and serve on Reorganized Debtor and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or any other applicable order of the Bankruptcy Court, an application for final allowance of such Professional Fee Claim no later than the Professional Fee Claims Bar Date. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Professional Fee Claims. All Allowed Professional Fee Claims to the extent unpaid and/or not previously paid by the Debtor shall be paid in full in Cash on or prior to the Effective Date or, if after the Effective Date, from the Professional Fee Escrow Account.

2. Professional Fee Escrow Account

The Reorganized Debtor shall fund from the Insurance Settlement Amounts paid by FFIC the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Retained Professionals plus the Financing Amount. The Professional Fee Escrow Account shall be maintained in trust for the Retained Professionals and the Holders of Class 5 Claims. Such funds in the Professional Fee Escrow Account shall not constitute property of the Debtor's Estate or property of the Reorganized Debtor. The amount of Professional Fee Claims owing to the Retained Professionals on and after the Effective Date shall be paid in Cash to such Retained Professionals from funds held in the Professional Fee Escrow Account, without interest or other earnings therefrom, as soon as reasonably practicable after such Claims are Allowed by a

Bankruptcy Court order. When all Allowed Professional Fee Claims and the Financing Amount have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall be paid to the Talc Personal Injury Trust and shall be considered part of the Debtor Contributed Cash.

3. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Retained Professionals shall estimate their aggregate fees, costs and expenses accrued and incurred and unpaid prior to and as of the Confirmation Date, along with an estimate of all fees, costs and expenses to be incurred through and including the Effective Date, and shall deliver such estimates to the Debtor; provided, however, that such estimates shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. If a Retained Professional does not provide such estimates, the Reorganized Debtor may estimate the projected fees and expenses of such Retained Professional. The total amount so estimated from the Petition Date through and including the Effective Date shall comprise the Professional Fee Reserve Amount. The amount of the Professional Fee Reserve Amount may be adjusted by consent of the Debtor, the Talc Claimants' Committee and the Future Claimants' Representative at any time prior to the Effective Date.

4. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Effective Date, Reorganized Debtor shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the legal, professional, or other fees and expenses related to the implementation and Consummation of the Plan incurred by Reorganized Debtor following the Effective Date. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized Debtor may employ and pay any Retained Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

The Professional Fee Escrow Account shall be funded with sufficient funds to pay and satisfy any unpaid Professional Fee Claims incurred (or fee and expenses estimated to be incurred) by the Debtor, the Future Claimants' Representative, the Talc Claimants' Committee, and their respective professionals with respect to any post-confirmation appeals and/or the prosecution of any final fee applications.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees with the Debtor to a less favorable treatment, the Holder of each Allowed Priority Tax Claim shall receive, on account and in full satisfaction of such Allowed Priority Tax Claim, Cash in an aggregate amount equal to the Allowed Amount of such Priority Tax Claim on or as soon as reasonably practicable following the Effective Date. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business or under applicable non-bankruptcy law as such obligations become due.

ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class for purposes of distribution only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code and as described in Article II, the Debtor has not classified Administrative Expense Claims (including Professional Fee Claims) and Priority Tax Claims.

B. Summary of Classification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. All of the potential Classes for the Debtor are set forth herein.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:

Class	Designation	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Presumed to Accept
2	Secured Claims	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Unimpaired	Presumed to Accept
4	Talc Personal Injury Claims	Impaired	Entitled to Vote
5	Financing Facility Claim	Unimpaired	Presumed to Accept
6	Intercompany Claims	Unimpaired	Deemed to Accept
7	Debtor Equity Interests	Unimpaired	Deemed to Accept

C. Treatment of Claims and Interests

1. Class 1 – Priority Non-Tax Claims

(a) *Classification:* Class 1 consists of all Priority Non-Tax Claims.

(b) *Treatment:* Except to the extent a Holder of an Allowed Priority Non-Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Non-Tax Claim shall receive, in full satisfaction, settlement, and discharge of, and in exchange for such Priority Non-Tax Claim, Cash to be paid by the Reorganized Debtor in an amount equal to the unpaid portion of such Allowed Priority Non-Tax

Claim on the later of: (i) the Effective Date; and (ii) the date the Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as practicable. All Allowed Priority Non-Tax Claims not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.

(c) *Voting:* Class 1 is Unimpaired by the Plan, and each Holder of a Class 1 Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – Secured Claims

(a) *Classification:* Class 2 consists of all Secured Claims of the Debtor arising out of Debtor's prepetition guarantees of the debts of Non-Debtor Affiliates to the extent such guarantees are wholly or partially Secured.

(b) *Treatment:* Except to the extent a Holder of an Allowed Secured Claim has been paid prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Secured Claim shall receive, in full satisfaction, settlement, and discharge of, and in exchange for such Secured Claim, (i) Reinstatement of such Claim; or (ii) Cash to be paid by the Reorganized Debtor in an amount equal to the unpaid portion of such Allowed Secured Claim on the later of: (y) the Effective Date; and (z) the date the Secured Claim becomes an Allowed Secured Claim, or as soon thereafter as practicable. All Allowed Secured Claims not due and payable on or before the Effective Date shall be paid by the Reorganized Debtor in the ordinary course of business in accordance with the terms thereof or shall be Reinstated.

(c) *Voting:* Class 2 is Unimpaired by the Plan, and each Holder of a Class 2 Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – General Unsecured Claims

(a) *Classification:* Class 3 consists of General Unsecured Claims.

(b) *Treatment:* Except to the extent a Holder of an Allowed General Unsecured Claim agrees to different treatment of that General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall be Reinstated and paid in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such General Unsecured Claim, or otherwise provided such treatment to render it Unimpaired, or as otherwise agreed to between the parties.

(c) *Voting:* Class 3 is Unimpaired by the Plan, and each Holder of a Class 3 General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

4. <u>Class 4 – Talc Personal Injury Claims</u>

(a) *Classification:* Class 4 consists of Talc Personal Injury Claims.

(b) *Treatment:* As of the Effective Date, the Talc Personal Injury Trust shall automatically, and without further act, deed, or court order, fully assume: (i) liability for all Talc Personal Injury Claims (including Demands); and (ii) the liability (if any) of the Settling Insurers for all Barred Claims. All Talc Personal Injury Claims and other Channeled Claims shall be channeled solely and exclusively to the Talc Personal Injury Trust in accordance with, and to the extent set forth in, Articles IV and VIII below, the applicable Plan Documents and the Confirmation Order. Each Talc Personal Injury Claim shall be resolved in accordance with the terms, provisions, and procedures of the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures. The Talc Personal Injury Trust shall be funded in accordance with the provisions of Section IV.E. below. The sole recourse of the Holder of a Talc Personal Injury Claim (including Future Demand Holders) or other Channeled Claim on account of such Talc Personal Injury Claim or Channeled Claim shall be to the Talc Personal Injury Trust, and each such Holder shall have no right whatsoever at any time to assert its Talc Personal Injury Claim or Channeled Claim against any Protected Party. Without limiting the generality of the foregoing, and notwithstanding anything therein or herein to the contrary, the Talc Personal Injury Channeling Injunction, Insurance Entity Injunction, and Settling Insurer Injunction prohibit any Entity from asserting, enforcing, or attempting to assert or enforce any Channeled Claim or Barred Claim against any Settling Insurer Releasee or the property or assets of a Settling Insurer Releasee.

(c) *Voting:* Class 4 is Impaired by the Plan, and each Holder of a Class 4 Talc Personal Injury Claim is entitled to vote to accept or reject the Plan.

5. <u>Class 5 – Financing Facility Claim</u>

(a) *Classification:* Class 5 consists of the Financing Facility Claim.

(b) *Treatment:* The Financing Facility Claim shall be Allowed in the amount of the Financing Amount, which Claim, at the option of the Holders thereof, shall be (i) paid in full as of the Effective Date; or (ii) Reinstated in full in the ordinary course in accordance with the terms of the Financing Facility or as otherwise agreed to between the Reorganized Debtor and the Non-Debtor Affiliates.

(c) *Voting:* Class 5 is Unimpaired by the Plan, and the Holder of the Class 5 Financing Facility Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Class 5 Financing Facility Claim is not entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims

(a) *Classification:* Class 6 consists of all Intercompany Claims.

(b) *Treatment:* On or after the Effective Date, all Intercompany Claims shall be Reinstated and paid in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Intercompany Claim, or otherwise provided such treatment to render it Unimpaired, or as otherwise agreed to between the parties.

(c) *Voting:* Class 6 is unimpaired by the Plan, and the Holders of Class 6 Intercompany Claims are conclusively deemed to have accepted the Plan. Therefore, Holders of Class 6 Intercompany Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 – Debtor Equity Interests

(a) *Classification:* Class 7 consists of all Debtor Equity Interests.

(b) *Treatment:* On the Effective Date Holders of Debtor Equity Interests shall retain such interests.[2]

(c) *Voting:* Class 7 is Unimpaired. Holders of Class 7 Debtor Equity Interests are not entitled to vote to accept or reject the Plan.

D. Special Provision Governing Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtor's or Reorganized Debtor's rights in respect of any Unimpaired or Reinstated Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Claims.

[2] Equity in Reorganized Debtor will be reinstated and deemed reissued. In addition, new stock will be issued such that the new stock (the Collateral Stock) will equal at least 50.1% of all issued stock. The Collateral Stock will be returned to treasury upon full payment of the Trust Note or, should the board of directors of Reorganized Stephan Co. so vote and/or elect, distributed *pro rata* to holders of equity interests as of such date.

E. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of any Allowed Claim or Allowed Interest or Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance or Rejection of the Plan

1. Presumed Acceptance of the Plan

Claims in Classes 1, 2, 3, 5, 6 and 7 are Unimpaired under the Plan. The Holders of such Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

2. Voting Classes

Claims in Class 4 are Impaired under the Plan and the Holders of such Claims are entitled to vote to accept or reject the Plan. If Holders of Claims in Impaired Class 4 were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims vote to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

3. Class Acceptance Requirement

Acceptance of the Plan by Class 4 shall be determined in accordance with sections 524(g) and 1126 of the Bankruptcy Code.

4. Issuance of the Talc Personal Injury Channeling Injunction Pursuant to Section 524(g) of the Bankruptcy Code

The Bankruptcy Court shall be asked to issue the Talc Personal Injury Channeling Injunction if the Plan has been accepted by at least two-thirds (2/3) in amount of those Holders of Class 4 Claims actually voting on the Plan, in accordance with section 1126(c) of the Bankruptcy Code, and seventy-five percent (75%) in number of those Holders of Class 4 Claims actually voting on the Plan, in accordance with section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code.

5. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims, determined without including any acceptances of the Plan by any insiders of the Debtor. Should Class 7 be determined to be Impaired, the Debtor shall not be required to solicit the votes of Holders of Interests in Class 7 and the Debtor shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to such rejecting Class 7 since no class of interests junior to the Holders of Interests in Class 7 exists.

ARTICLE IV
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Settlement of Claims and Interests

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, certain of the provisions of the Plan shall constitute a good faith compromise and settlement of certain Claims, Interests and controversies resolved pursuant to the Plan, effective upon the occurrence of the Effective Date. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of certain compromises and settlements in the Plan and the Bankruptcy Court's findings shall constitute its determination that such provisions of the Plan that constitute compromises and settlements are within the range of reasonableness, in the best interests of the Debtor, its estate, its creditors, and other parties in interest, and fair and equitable. Distributions and deliveries made to Holders of Allowed Claims and Interests in any Class are intended to be final.

B. Plan Contributions and Talc Personal Injury Trust Funding

1. Non Debtor Affiliates Contribution.

On or prior to the Effective Date, the Non-Debtor Affiliates will contribute, or cause to be contributed, to the Talc Personal Injury Trust, the Trust Note as the Non-Debtor Affiliates Contribution.

In addition, effective automatically upon the occurrence of the Effective Date, the Non-Debtor Affiliates will release certain claims pursuant to the Related Party Release (which release shall not include the Financing Amount or Intercompany Claims). The Non-Debtor Affiliates Contribution (*i.e.,* the Trust Note and Related Party Release) will be made in settlement of any and all causes of action the Debtor may have against the Non-Debtor Affiliates or Related Parties and in consideration for the Non-Debtor Affiliates (and their Representatives) being included as a Protected Party in connection with the Talc Personal Injury Channeling Injunction as set forth herein and the Confirmation Order.

As part of the Non-Debtor Affiliates Contribution, the Non-Debtor Affiliates will waive, release, and discharge any and all Claims (other than Financing Facility Claim and Intercompany Claims which are Allowed and will be satisfied as set forth in Classes 5 and 6, respectively, above), suits, causes of action, controversies, demands, rights, Liens, indemnities, guarantees, and judgments held by one or more Non-Debtor Affiliates against the Debtor, the Talc Claimants' Committee, the Future Claimants' Representative, and each of their respective predecessors, successors, assigns, and Affiliates and its and their respective parents, subsidiaries, heirs, executors, estates, servants, nominees and Representatives, in each case solely in its capacity as such (the "Related Party Release"). The Related Party Release will be effectuated and effective automatically upon the occurrence of the Effective Date.

As further consideration for the benefits afforded in connection with this Plan, the Non-Debtor Affiliates will upon occurrence of a Settling Insurer's Insurance Settlement Trigger Date waive, release, and forever discharge such Settling Insurer (and the other Settling Insurer Releasees of such Settling Insurer) from any and all past, present, and future: (i) Talc Personal Injury Claims; (ii) Claims or Causes of Action that, directly or indirectly, are under, arise out of, relate to, or connect with such Settling Insurer's Settling Insurer Policies or any other Claims or Causes of Action that are covered or alleged to be covered under any of such Settling Insurer's Settling Insurer Policies, including any Channeled Claims, Barred Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims and Causes of Action that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Chapter 11 Case.

2. <u>Debtor Contribution.</u>

On the Effective Date, or as soon as practicable thereafter, the Debtor or Reorganized Debtor (as applicable) will transfer, or cause to be transferred, to the Talc Personal Injury Trust, the Debtor Contributed Cash, the Debtor Guaranty, the Pledge and Security Agreement and the Talc Personal Injury Insurance Assets (collectively, the "<u>Debtor Contribution</u>").

For the avoidance of doubt, from and after the Effective Date, except as provided in the FFIC Settlement Agreement, the Talc Personal Injury Trustee, on behalf of the Talc Personal Injury Trust, shall have the sole right and authority, to assert, prosecute and/or settle any coverage claims under the Transferred Policies for or relating to Talc Personal Injury Claims. To facilitate such settlements, the Talc Personal Injury Trustee may request that the Bankruptcy Court approve such settlements under subsections 363(b), (f), and (m) of the Bankruptcy Code and enter injunctive relief pursuant to section 105 of the Bankruptcy Code. For the further avoidance of doubt, upon occurrence of a Settling Insurer's Insurance Settlement Trigger Date, the Talc Personal Injury Trustee shall neither have nor retain any right or authority to take any action against, or pursue any recovery from, such Settling Insurer for any Claim or Cause of Action settled, released, and/or sold pursuant to such Settling Insurer's Insurance Settlement Agreement (including without limitation Released Insurance Claims and Related Insurance Claims); *provided* that the Talc Personal Injury Trustee may enforce its rights (if any) and/or the obligations of such Settling Insurer under the applicable Insurance Settlement Agreement.

The Debtor Guaranty of the Trust Note shall be secured by a lien on 50.1% of the stock of the Reorganized Debtor (the "<u>Collateral Stock</u>"), and on the Effective Date, the Reorganized Debtor shall deliver certificates (or the legal equivalent thereof) representing 50.1% of the Reorganized Debtor's stock to the Talc Personal Injury Trust to be held by the Talc Personal Injury Trustee in accordance with the Debtor Guaranty and Pledge and Security Agreement. Upon payment in full of the Trust Note in accordance with its terms, the Collateral Stock shall be free of any security interest and shall be returned to the Debtor to be held in treasury, subject to any subsequent vote of the Reorganized Debtor's Board.

C. Restructuring

1. On the Effective Date, the Reorganized Debtor Stock shall be deemed issued (or reissued) to treasury and Holders of the Debtor's Equity, subject to the terms of the Debtor Guaranty and Pledge and Security Agreement. As set forth in this Plan, section 1145 of the Bankruptcy Code shall apply to any such issuance or reissuance.

2. The sequence of the foregoing transactions and other Restructuring Transactions to be effectuated on the Effective Date will be set forth in the Implementation Step Plan, which plan shall be in form and substance reasonably acceptable to the Debtor, the Non-Debtor Affiliates, any Settling Insurer, the Talc Claimants' Committee, and the Future Claimants' Representative.

D. Talc Personal Injury Trust

1. Creation of the Talc Personal Injury Trust. On the Effective Date, the Talc Personal Injury Trust shall be established in accordance with the Plan Documents, the Talc Personal Injury Trust Documents, and section 524(g) of the Bankruptcy Code and managed pursuant to the terms and conditions of the Talc Personal Injury Trust Documents. On the Effective Date, the Cooperation Agreement shall become effective and the Debtor's talc and asbestos-related records shall be treated in accordance therewith.

2. Purpose of the Talc Personal Injury Trust. The purpose of the Talc Personal Injury Trust shall be (a) to assume all liabilities and responsibility for all Channeled Claims and, with respect to the Settling Insurers and Settling Insurer Releasees, all Barred Claims, and (b) to, among other things: (i) direct the processing, liquidation, and payment of all compensable Talc Personal Injury Claims in accordance with this Plan, the Talc Personal Injury Trust Agreement, the Talc Personal Injury Trust Distribution Procedures, and the Confirmation Order; (ii) preserve, hold, manage, and maximize the assets of the Talc Personal Injury Trust for use in paying and satisfying Talc Personal Injury Claims; and (iii) qualify at all times as a qualified settlement fund. The Talc Personal Injury Trust shall use the Talc Personal Injury Trust's assets and income to resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures in such a way that Holders of Talc Personal Injury Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Claims, and shall otherwise comply in all respects with the requirements of a trust established pursuant to sections 105(a) and 524(g)(2)(B) of the Bankruptcy Code.

3. Talc Personal Injury Trust Assets. On the Effective Date, all right, title, and interest in and to the Talc Personal Injury Trust Assets, and any proceeds thereof, will be transferred to, and vested in, the Talc Personal Injury Trust, free and clear of all Claims, Demands, Interests, Encumbrances, and other interests of any Entity, without any further action of the Bankruptcy Court or any Entity, but subject to (a) the remaining provisions of this Section IV.D. and (b) Section VIII.L. hereof.

4. Appointment of Talc Personal Injury Trustee. The individual nominated by the Talc Claimants' Committee and the Future Claimants' Representative to serve as the initial Talc Personal Injury Trustee shall be identified in an exhibit to the Plan Supplement. On the Effective Date, such individual shall be appointed as the Talc Personal Injury Trustee pursuant to the Plan, the Confirmation Order, and the Talc Personal Injury Trust Agreement, and all costs and expenses of the Talc Personal Injury Trustee shall be paid by the Talc Personal Injury Trust. All subsequent Talc Personal Injury Trustees shall be appointed in accordance with the terms of the Talc Personal Injury Trust Agreement. For purposes of performing the duties and fulfilling the obligations under the Talc Personal Injury Trust Agreement and the Plan, the Talc Personal Injury Trustee shall be deemed to be a party or parties in interest within the meaning of section 1109(b) of the Bankruptcy Code.

5. Appointment of Post-Effective Date Future Claimants' Representative. Subject to approval of the Bankruptcy Court, on the Effective Date, the person previously appointed as the Future Claimant's Representative shall be appointed, pursuant to the Plan, the Confirmation Order, and the Talc Personal Injury Trust Agreement, as the Post-Effective Date Future Claimants' Representative (all costs and expenses of the Post-Effective Date Future Claimants' Representative shall be paid by the Talc Personal Injury Trust). The Post-Effective Date Future Claimants' Representative shall have the functions, duties, and rights provided in, and shall serve in accordance with, the Talc Personal Injury Trust Agreement. In addition to the foregoing, the Post-Effective Date Future Claimants' Representative also may, at his or her option, participate in any: (a) appeal of the Confirmation Order; (b) hearing on a Professional Fee Claim; and (c) adversary proceeding pending on the Effective Date to which the Future Claimants' Representative is a party as of the Effective Date. Successor Post-Effective Date Future Claimants' Representatives will be appointed as provided in the Talc Personal Injury Trust Agreement.

6. Appointment of Talc Personal Injury Trust Advisory Committee Members. The five (5) individuals nominated by the Talc Claimants' Committee to serve as the initial members of the Talc Personal Injury Trust Advisory Committee shall be identified in the Plan Supplement. The Confirmation Order shall constitute an order of the Bankruptcy Court appointing the initial members of the Talc Personal Injury Trust Advisory Committee. The Talc Personal Injury Trust Advisory Committee shall have the functions, duties, and rights provided in, and shall serve in accordance with, the Talc Personal Injury Trust Agreement, and all costs and expenses of the Talc Personal Injury Trust Advisory Committee shall be paid by the Talc Personal Injury Trust as set forth in the Talc Personal Injury Trust Agreement. Successor members of the Talc Personal Injury Trust Advisory Committee will be appointed as provided in the Talc Personal Injury Trust Agreement.

7. Transfer of Claims and Demands to the Talc Personal Injury Trust. In consideration for the property transferred to the Talc Personal Injury Trust, on the Effective Date, all liabilities, obligations, and responsibilities relating to all present and future Channeled Claims, including, without limitation, Talc Personal Injury Claims and Demands, shall be transferred and channeled to the Talc Personal Injury Trust and shall be satisfied solely by the assets held by the Talc Personal Injury Trust. The Talc Personal Injury Trust shall have no liability for any Claims and Demands other than Channeled Claims, Talc Personal Injury Trust Expenses, and Indemnified Claims, and no Claims other than Channeled Claims, Talc Personal Injury Trust Expenses, and Indemnified Claims shall be transferred and channeled to the Talc Personal Injury Trust.

8. Transfer of Rights and Defenses Related to Talc Personal Injury Claims. With the exception of those Claims and Causes of Action released by the Debtor pursuant to Section VIII.F. of the Plan and/or otherwise released pursuant to the Insurance Settlement Agreements (and Sale Order(s)), on the Effective Date all Claims, defenses, rights and Causes of Action of the Debtor and of the Reorganized Debtor relating to Channeled Claims shall be transferred and assigned to the Talc Personal Injury Trust. In accordance with section 1123(b) of the Bankruptcy Code, the Talc Personal Injury Trust shall retain and may enforce such Claims, defenses, rights, and Causes of Action and shall retain and may enforce all defenses and counterclaims to all Claims or Demands asserted against the Talc Personal Injury Trust, including, but not limited to, setoff, recoupment, and any rights under section 502(d) and 502(e) of the Bankruptcy Code; provided, however, that no such Claims, defenses, Causes of Action, or counterclaims may be asserted

against any Protected Party; and provided further that the Talc Personal Injury Trust shall not retain any Related Insurance Claims or Released Insurance Claims and may not assert or enforce against any Settling Insurer Releasee any such Claims or Causes of Action or any other Barred Claim of any type. The Talc Personal Injury Trust shall be deemed to be the appointed representative of the Debtor and the Reorganized Debtor for purposes of evaluating, defending against, litigating and/or resolving Channeled Claims and may pursue, litigate, compromise, and settle any rights, Claims, or Causes of Action transferred to it, as appropriate.

Nothing in this sub-section 8 or elsewhere in the Plan is intended to or shall be deemed to (a) waive or assign to the Talc Personal Injury Trust the attorney-client privilege, common interest privilege, or attorney work product with respect to documents or communications of or involving the Debtor, Reorganized Debtor, or the Non-Debtor Affiliates (or their respective Representatives); or (b) except as set forth in the Cooperation Agreement, require the Debtor, Reorganized Debtor, or the Non-Debtor Affiliates (or their respective Representatives) or any other party to assign, provide or produce to the Talc Personal Injury Trust any documents or communications that are subject to the attorney-client privilege, common interest privilege or attorney work product (and for the avoidance of doubt, any agreement contained in the Cooperation Agreement to provide documents or communications to the Talc Personal Injury Trust shall be pursuant to Fed. R. Evid. 502(d) and therefore without waiver of any privilege notwithstanding the production of documents or communications thereunder). For the further avoidance of doubt, and notwithstanding anything to the contrary in the Confirmation Order or this Plan, no Settling Insurer Releasee shall be required to assign, provide, or produce to the Talc Personal Injury Trust any documents or communications that are protected from disclosure or otherwise subject to any privilege.

9. Talc Personal Injury Claimant Release. In connection with the resolution of Talc Personal Injury Claims, the Talc Personal Injury Trust Distribution Procedures shall provide that all Holders of Talc Personal Injury Claims shall execute a Talc Personal Injury Claimant Release as a precondition to receiving payment on account of their Talc Personal Injury Claims from the Talc Personal Injury Trust. Neither the Talc Personal Injury Claimant Release nor the Talc Personal Injury Trust Distribution Procedures shall be materially amended or modified in any way that impairs (a)(i) the releases of the Debtor and Non-Debtor Affiliates and injunctions contained in this Plan or in the Talc Personal Injury Claimant Release, or (ii) the Talc Personal Injury Trust's "qualified settlement fund" status under section 468B of the Internal Revenue Code, except with the consent of the Reorganized Debtor and the Non-Debtor Affiliates; or (b)(i) the releases of the Settling Insurer Releasees contained in this Plan, the Insurance Settlement Agreements, the Sale Order(s), or the Talc Personal Injury Claimant Release, or (ii) the Talc Personal Injury Channeling Injunction, Insurance Entity Injunction, or Settling Insurer Injunction, without the prior written consent of the Settling Insurers.

10. Talc Personal Injury Claims Asserted Against the Reorganized Debtor Post-Effective Date in Violation of the Talc Personal Injury Channeling Injunction. From and after the Effective Date with respect to any Talc Personal Injury Claims filed against the Reorganized Debtor in violation of the Talc Personal Injury Channeling Injunction, the Talc Personal Injury Trust, at its own cost and expense, shall exercise reasonable efforts to request that the plaintiff consensually dismiss such claim(s) as against the Reorganized Debtor. To the extent that plaintiff does not agree to consensually dismiss such claims, the Talc Personal Injury Trust shall exercise

reasonable efforts to draft, file and prosecute a motion (which the Reorganized Debtor may join in at its own expense) seeking to enforce the Talc Personal Injury Channeling Injunction and to dismiss any such Talc Personal Injury Claims filed against the Reorganized Debtor. For the avoidance of doubt, the Talc Personal Injury Trust shall have standing and authority to file and prosecute such motion to enforce the Talc Personal Injury Channeling Injunction post-Effective Date.

11. Consideration for Talc Personal Injury Channeling Injunction. The assignment, transfer, and conveyance of the Talc Personal Injury Trust Assets (inclusive of the Non-Debtor Affiliates Contribution) to the Talc Personal Injury Trust on the Effective Date supports the imposition of the Talc Personal Injury Channeling Injunction in favor of all of the Protected Parties as of the Effective Date. Without limiting the generality of the foregoing, payment by a Settling Insurer of its Insurance Settlement Amount further supports ratification of the Settling Insurer Injunction and imposition of the Talc Personal Injury Channeling Injunction in favor of such Settling Insurer.

12. Termination of Obligation to Fund the Settlement Payment. Notwithstanding any other provision of the Plan, the obligations of the Non-Debtor Affiliates to support the Plan and to contribute the Trust Note, shall expire if (a) the Plan is not approved by the required number of voting claimants under the terms of the Bankruptcy Code, (b) the Confirmation Order is not entered by the Confirmation Order Outside Date, or (c) the Effective Date does not occur by the Plan Effective Date Outside Date, unless the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative otherwise agree in writing.

13. Institution and Maintenance of Legal and Other Proceedings. From and after the Effective Date, the Talc Personal Injury Trust shall be empowered and entitled, in its sole and absolute discretion and at its own expense, to pursue, compromise, or settle all legal actions and other proceedings related to any asset, liability, or responsibility of the Talc Personal Injury Trust that is not released pursuant to the Plan, any Settlement Agreement, or Sale Order. For the avoidance of doubt, the Talc Personal Injury Trust shall not retain any authority over, and may not assert or enforce against any Settling Insurer Releasee, any Related Insurance Claim, Released Insurance Claim, or any other Barred Claim of any type.

14. Talc Personal Injury Trust Expenses. The Talc Personal Injury Trust shall pay all Talc Personal Injury Trust Expenses from the Talc Personal Injury Trust Assets. None of the Plan Proponents, the Debtor's Estate, the Reorganized Debtor, nor any other Protected Party shall have any obligation to pay any Talc Personal Injury Trust Expenses or any other liabilities of the Talc Personal Injury Trust. The Talc Personal Injury Trust shall promptly pay all Talc Personal Injury Trust Expenses incurred by the Reorganized Debtor for any and all liabilities, costs, or expenses as a result of taking any action on behalf of, and at the direction of, the Talc Personal Injury Trust.

E. Payment of Certain Claims Aside from Professional Fee Claims

On the Effective Date, the Reorganized Debtor shall (a) with respect to each unpaid Administrative Expense Claim, Priority Tax Claim, Priority Non-Tax Claim, Secured Claim, and General Unsecured Claim, to the extent not simply Reinstated pursuant to this Plan, pay the Allowed Amount of such claim in full in Cash (collectively, the "Effective Date Payment") or reserve Cash sufficient for payment of the Allowed amount of such claim in full and (b) reserve or have access to Cash sufficient for payment of all legal fees and expenses reasonably likely to be incurred by the Reorganized Debtor through the Effective Date, including all legal fees and expenses necessary to defend to final resolution any appeal of the Confirmation Order, hearing on a Professional Fee Claim (the aggregate amount of such reserved Cash pursuant to clause (b), the "Reserve Funds"). The Reorganized Debtor will transfer, or cause to be transferred, to the Talc Personal Injury Trust any Reserve Funds remaining in the Professional Fee Escrow Account following the Reorganized Debtor's payment in full of all Allowed Professional Fee Claims and the Financing Amount.

F. Timing of Effective Date Transactions

1. On the Effective Date, the following shall be deemed for all purposes to have occurred simultaneously:

(a) the establishment of the Talc Personal Injury Trust;

(b) the making of the Non-Debtor Affiliates Contribution and the Debtor's Contribution to the Talc Personal Injury Trust; and

(c) the vesting of the Talc Personal Injury Trust Assets in the Talc Personal Injury Trust, as more fully described in Section IV.D.3. above.

2. Also on the Effective Date, but after the occurrence of the events in each of Sections IV.F.1(a) through IV.F.1(c), above, the following events shall be deemed for all purposes to have occurred simultaneously:

(a) the effectiveness of Reorganized Debtor's Bylaws and/or Reorganized Debtor's Certificate of Incorporation;

(b) the appointment of the officers and directors of the Reorganized Debtor, as identified in the Plan Supplement; and

(c) any Distributions required to be made on the Effective Date (or as soon thereafter as is reasonably practicable) and that are actually made on or as soon as reasonably practicable after the Effective Date.

3. Unless the Plan or the Confirmation Order provide otherwise, actions required to be taken on the Effective Date or as soon thereafter as is reasonably practicable shall be deemed to have been made on the Effective Date if made on or as soon as reasonably practicable after the Effective Date.

G. The Reorganized Debtor's Corporate Existence

On the Effective Date, Reorganized Debtor shall issue the Collateral Stock, which Collateral Stock shall be subject to the security interest in 50.1% of such stock granted to the Talc Personal Injury Trust pursuant to the Pledge and Security Agreement to secure the obligations under the Debtor Guaranty. Except as otherwise provided herein or as may be provided in the Plan

Supplement or the Confirmation Order, the Reorganized Debtor will continue to exist after the Effective Date as a separate corporate entity, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which the Reorganized Debtor is incorporated and pursuant to Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation, and any other formation documents in effect following the Effective Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval.

Except as otherwise provided in the Plan, any Insurance Settlement Agreement, Sale Order, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in the Estate, all Causes of Action in favor of the Debtor not otherwise waived, relinquished, exculpated, released, compromised, or settled under the Plan, any Insurance Settlement Agreement, Sale Order, or any other Final Order, and any property acquired or otherwise retained by the Debtor pursuant to the Plan, except for the Professional Fee Escrow Account, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, any Insurance Settlement Agreement, or Sale Order, the 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, approval by or further order of the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtor may pay the charges it incurs on or after the Effective Date for the fees, disbursements, and expenses of the Debtor's Retained Professionals incurred from and after the Effective Date without application to the Bankruptcy Court.

H. Talc Claimants' Committee and Future Claimants' Representative Professional Fees

The Debtor shall, on or prior to the Effective Date, pay (or reserve for in the Professional Fee Escrow Account with respect to the Professional Fee Reserve Amount) the accrued and unpaid reasonable and documented fees and expenses incurred prior to the Effective Date by the Talc Claimants' Committee and the Future Claimants' Representative and their respective professionals. The Professional Fee Escrow Account may also be utilized to reserve for, fund and pay Allowed post-Effective Date fees and expenses, including professional fees and expenses, of the Talc Claimants' Committee and the Future Claimants' Representative; *provided,* that for the avoidance of doubt, (a) any such amounts funded into the Professional Fee Escrow Account shall reduce the Debtor Contributed Cash, and (b) to the extent that the Professional Fee Escrow Account is insufficient to pay all outstanding and unpaid Allowed Professional Fees of the Talc Claimants' Committee and Future Claimants' Representative, any such outstanding and unpaid amounts from and after the Effective Date shall be paid and satisfied solely by the Talc Personal Injury Trust.

I. Effectuating Documents; Further Transactions

On and after the Confirmation Date, the Debtor shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to implement the provisions of the Plan, including, without limitation, the creation of the Talc Personal Injury Trust and the preparations for the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust.

From and after the Effective Date, the Reorganized Debtor shall be governed pursuant to Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation and any other applicable formation documents. The Reorganized Debtor and its officers and directors shall be authorized to issue, execute, deliver, file, or record such agreements, instruments, releases, and other documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Restructuring Transactions, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. The authorizations and approvals contemplated by this Section IV.I. shall be effective notwithstanding any requirements under non-bankruptcy law.

J. Reorganized Debtor's Bylaws and Reorganized Debtor's Certificate of Incorporation

On or promptly after the Effective Date, to the extent necessary and amended, the Reorganized Debtor will file Reorganized Debtor's Certificate of Incorporation with the Secretary of State in Florida. After the Effective Date, the Reorganized Debtor may, to the extent necessary, amend and restate Reorganized Debtor's Bylaws, Reorganized Debtor's Certificate of Incorporation and any other constituent documents as permitted by the laws of Florida.

K. Directors and Officers of the Reorganized Debtor

On the Effective Date, the Reorganized Debtor's Board, as well as the officers of Reorganized Debtor, shall consist of the individuals identified in the Plan Supplement.

L. Corporate Action

Upon the Effective Date, all actions contemplated by or necessary to effectuate the Plan shall be deemed authorized and approved in all respects, including: (1) assumption of Executory Contracts, except as otherwise provided in the Plan Supplement, or any order of the Bankruptcy Court; (2) appointment and, if necessary to the extent of any changes to the current board of directors, installation of the Reorganized Debtor's Board as set forth in the Plan Supplement; (3) execution and entry into the Talc Personal Injury Trust Documents; (4) implementation of the Restructuring Transactions contemplated by the Plan (including by way of (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law, (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the Plan and having other terms to which the applicable parties agree, and (c) the filing of appropriate certificates of formation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law); and (5) all other actions contemplated by the Plan (whether occurring before on or after the Effective Date). Except as expressly provided in this Article IV, all matters provided for in the Plan involving the corporate structure of the Reorganized Debtor, and any corporate action required by the Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, manager(s), members, directors, or officers of the Debtor or the Reorganized Debtor.

M. Exemption from Certain Taxes and Fees; Application of Section 1145 of the Bankruptcy Code

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of any Security or other property pursuant hereto, as well as any sale transactions consummated by the Debtor in accordance with the Plan on and after the Confirmation Date through and including the Effective Date, shall not be subject to any stamp, real estate, transfer, mortgage recording or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien, or other security interest, (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction, or (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan.

Pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, reissuance and distribution of the Interests (including the Collateral Stock) pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, reissuance, distribution, or sale of the Interests (including Collateral Stock) as Securities.

N. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to any Insurance Settlement Agreement, any Sale Order, the Debtor Release, and the release of Preference Actions), the Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action in its favor, whether arising before or after the Petition Date, and the Reorganized Debtor's rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtor may pursue such Causes of Action, as appropriate, in accordance with the best interest of the Reorganized Debtor. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtor or Reorganized Debtor, as applicable, will not pursue any and all available Causes of Action. Except with respect to Causes of Action as to which the Debtor or Reorganized Debtor have expressly released any Person or Entity on or prior to the Effective Date (including pursuant to any Insurance Settlement Agreement, any Sale Order, the Debtor Release, or otherwise), the Debtor or Reorganized Debtor, as applicable, expressly reserves all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, any Insurance Settlement Agreement, or Sale Order. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, any Insurance Settlement Agreement, Sale Order, or other Bankruptcy Court order, the Reorganized Debtor expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. For the avoidance of doubt, and notwithstanding anything to the contrary in the foregoing or otherwise herein, neither the Debtor nor the Reorganized Debtor shall retain any Related Insurance Claim or Released Insurance Claim, or any other Claim or Cause of Action released, settled, and/or sold back to a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement; all such Claims and Causes of Action shall upon a Settling Insurer's Insurance Settlement Trigger Date be forever barred, released, waived, relinquished, and enjoined as against such Settling Insurer.

Further, all Holders of Talc Personal Injury Claims shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action in their favor, whether arising before or after the Petition Date, except for those Causes of Action released, channeled, or otherwise enjoined hereunder or under any Sale Order. For the avoidance of doubt, and notwithstanding anything to the contrary in the foregoing or otherwise herein, Holders of Channeled Claims (including Holders of Talc Personal Injury Claims and Future Demand Holders) shall not be entitled to assert, commence, pursue, or otherwise enforce or collect any portion of a Channeled Claim or Barred Claim (including for the avoidance of doubt, a Talc Personal Injury Claim) from any Settling Insurer Releasee or the property or assets thereof (including the Purchased Property).

O. Insurance Provisions

1. Other than the permissibility of the Insurance Assignment as provided for herein, or as otherwise provided in the Bankruptcy Code, applicable law, or the findings made by the Bankruptcy Court in the Confirmation Order, nothing in the Plan shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms of any Transferred Policy, or the rights or obligations of the parties under the Transferred Policies, to the extent such rights and obligations are otherwise available shall be determined pursuant to applicable law.

2. Nothing in this Section IV.O. is intended or shall be construed to preclude otherwise applicable principles of res judicata or collateral estoppel from being applied against any Entity.

3. Certain Settling Insurer Matters

(a) Each Insurance Settlement Agreement is effective and binding upon the Talc Personal Injury Trust, the Talc Personal Injury Trustee, all Entities who have notice (including constructive notice, to the extent applicable), and any of the foregoing Entities' successors and assigns, upon entry of the Sale Order approving such Insurance Settlement Agreement and satisfaction of all conditions precedent. Payment of a Settling Insurer's Insurance Settlement Amount, and the releases by the Debtor (including on behalf of any Insured) of such Settling Insurer shall occur and/or be effective according to the terms of such Settling Insurer's Insurance Settlement Agreement. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan. The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Sale Order approving such Insurance Settlement Agreement. No provision of the Plan or Confirmation Order shall be interpreted to affect or limit the protections afforded to any Settling Insurer by (i) such Settling Insurer's Insurance Settlement Agreement (and corresponding Sale Order), including without limitation the Settling Insurer Injunction, or (ii) the Debtor Discharge Injunction, Insurance Entity Injunction, and/or Talc Personal Injury Channeling Injunction.

(b) In consideration of the Talc Personal Injury Channeling Injunction and releases and other covenants set forth herein, upon a Settling Insurer's Insurance Settlement Trigger Date, each of the Non-Debtor Affiliates: (a) ratifies the releases of such Settling Insurer set forth in such Settling Insurer's Insurance Settlement Agreement; and (b) ratifies and further consents to the sale of the Purchased Property to such Settling Insurer in accordance with such Settling Insurer's Insurance Settlement Agreement and to the contribution of the proceeds therefrom to the Professional Fee Escrow Account and the Talc Personal Injury Trust, as set forth herein.

(c) Neither the Insurance Settlement Agreements nor any of the Settling Insurers' actions or inactions in this Chapter 11 Case shall be construed as support for the Insurance Assignment, the Talc Personal Injury Trust Distribution Procedures, or any findings or determinations (including those that will or may be set forth in the Confirmation Order) related to either, and no party shall in any proceeding argue that the Settling Insurers agreed to or acquiesced in such findings or determinations, the Insurance Assignment, or the Talc Personal Injury Trust Distribution Procedures; the Settling Insurers take no position on any of the foregoing.

P. Medicare Provisions

None of the Protected Parties will have any reporting obligations in respect of their contributions to the Talc Personal Injury Trust, or in respect of any payments, settlements, resolutions, awards, or other liquidations of Claims, Demands, or Causes of Action by the Trust, under the reporting provisions of MSPA or MMSEA. To that end, the following shall apply (and the Confirmation Order shall so provide):

1. The Talc Personal Injury Trust shall register as a "Responsible Reporting Entity" under the reporting provisions of MMSEA.

2. With respect to all Talc Personal Injury Claims, the Talc Personal Injury Trust shall maintain sufficient funds to pay any and all Medicare Claims.

3. The Talc Personal Injury Trust shall confirm whether the Holder of any Talc Personal Injury Claim is enrolled in Medicare Parts A and B (fee-for-service), Part C (Medicare Advantage), or Medicare Part D (drug coverage). This includes implementing an appropriate process to gather the necessary information for querying CMS on such determination, including: the Holder's first and last name, date of birth, gender, address, and social security number or health insurance claim number.

4. The Talc Personal Injury Trust shall timely submit all reports required under MMSEA because of any Talc Personal Injury Claims (including Demands) settled, resolved, paid, or otherwise liquidated by the Talc Personal Injury Trust. The Trust, as a Responsible Reporting Entity, shall follow all applicable guidance published by the CMS and/or any other agency or successor Entity charged with responsibility for tracking, assessing, or receiving reports made under MMSEA to determine whether, and, if so, how, to report to such agency or agencies under MMSEA.

5. Before remitting funds to any Entity on account of a Talc Personal Injury Claim, the Talc Personal Injury Trustee shall obtain (i) a certification that said Entity (or such Entity's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under the MSPA provisions, or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim, and (ii) an agreement that such Entity indemnify the Trust for any such obligations. The failure by one or more Holders of Talc Personal Injury Claims to follow these provisions shall not delay or impair the payment by the Talc Personal Injury Trust to any other Holder following these provisions.

6. Upon request, the Talc Personal Injury Trust shall provide to a Settling Insurer information sufficient to perform their own queries to CMS, to the extent they wish to do so, including a report setting forth: (a) each Holder of a Talc Personal Injury Claim who the Talc Personal Injury Trustee has determined to be a Medicare beneficiary; and (b) the amount of (i) all Conditional Payments to each such Medicare beneficiary and (ii) the reserve maintained by the Talc Personal Injury Trust for each Medicare Claim based upon such Conditional Payments.

7. The Talc Personal Injury Trust shall submit reimbursement to the CMS relating to Talc Personal Injury Claims.

8. With respect to all Talc Personal Injury Claims, the Talc Personal Injury Trust shall maintain sufficient funds to pay any potential reimbursements to the CMS in full and consider the potential future interests of the CMS.

9. The Social Security Administration may change (or may have already changed) its processes and/or procedures in a manner that is inconsistent with the foregoing. The Talc Personal Injury Trustee shall make best efforts to comply meaningfully with the foregoing while adhering to the Social Security Administration's most recent processes, procedures, and requirements.

Nothing in the Plan shall imply or constitute an admission that the Protected Parties are "applicable plans" within the meaning of MMSEA or that they have any legal obligation to report any actions undertaken by the Talc Personal Injury Trust or contributions to the Talc Personal Injury Trust under MMSEA or any other statute or regulation.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. General Treatment

As of the Effective Date, the Debtor shall be deemed to have assumed any and all Executory Contracts to which any Debtor is a party, except for (1) any Executory Contracts listed on the Rejected Executory Contract and Unexpired Lease List, (2) any Executory Contracts specifically addressed pursuant to an order of the Bankruptcy Court that becomes a Final Order on or before the Effective Date, and (3) any Settling Insurer Policy (which shall be sold back in accordance with the applicable Insurance Settlement Agreements). As of the Effective Date, the Debtor shall be deemed to have assumed any and all Executory Contracts not otherwise listed on the Rejected Executory Contract and Unexpired Lease List (or otherwise rejected pursuant to other order of the Bankruptcy Court), provided that the Debtor shall not be deemed to have assumed any Settling Insurer Policy (which shall be sold back in accordance with the applicable Insurance Settlement Agreements). The Debtor shall provide notice of any amendment to the Rejected Executory Contracts and Unexpired Lease List to the counterparties affected by such amendment and to the parties on any master service list established by the Bankruptcy Court in the Chapter 11 Case. The fact that any contract or lease is listed on the Rejected Executory Contract and Unexpired Lease List shall not constitute or be construed to constitute an admission that such contract or lease is an Executory Contract within the meaning of section 365 of the Bankruptcy Code or that the Debtor or of its successors in interest (including the Reorganized Debtor) has any liability thereunder.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections or assumptions, as the case may be, pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, subject to the Debtor's right to amend the Assumed Executory Contract and Unexpired Lease List at any time prior to the Effective Date.

B. Cure of Defaults

On or as soon as reasonably practicable after the Effective Date, in accordance with section 365(b)(1) of the Bankruptcy Code, any monetary amounts by which each Executory Contract on being assumed and not otherwise included on the Rejected Executory Contract and Unexpired Lease List shall be satisfied in full by the payment of such obligation in the ordinary course and/or other agreed proposed cure amount. In the event of a dispute regarding (1) the nature or amount of any cure payment, (2) the ability of the Debtor or the Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract to be assumed, or (3) any other matter pertaining to the assumption, the payment of the cure amount, if any, shall occur following entry of a Final Order resolving the dispute.

C. Rejection Damages Claims

In the event that the rejection of an Executory Contract by the Debtor pursuant to the Plan results in damages to a non-Debtor counterparty to such Executory Contract, a claim for such damages shall be forever barred and shall not be enforceable against the Debtor or the Reorganized

Debtor, any of their Affiliates, or any of their respective properties or interests in property, and the non-Debtor counterparty shall be barred from receiving any Distribution under the Plan on account of such Claim, unless a Proof of Claim with respect to such damages is filed with the Bankruptcy Court and served upon counsel for the Debtor on or before the Rejection Damages Claims Bar Date. All Rejection Damages Claims shall remain Disputed, subject to the procedures for disputed claims set forth in Article VII, unless and until, and only to the extent, such Rejection Damages Claim has become Allowed pursuant to (1) a Final Order of the Bankruptcy Court, (2) the terms of an agreement by and among the Holder(s) of such Rejection Damages Claim and the Debtor (or Reorganized Debtor, as the case may be), or (3) a provision of the Plan expressly allowing such Rejection Damages Claim.

ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions Generally

Other than with respect to payments to be made on account of Talc Personal Injury Claims and Talc Personal Injury Trust Expenses from the Talc Personal Injury Trust, the Reorganized Debtor shall make all Distributions required to be made under the Plan as provided under this Article VI. All distributions to be made by the Talc Personal Injury Trust shall be made in accordance with the terms of the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

B. Record Date for Holders of Claims

Except as otherwise provided in a Final Order, 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 for objecting to such transfer has not expired by the Distribution Record Date.

C. Timing of Distributions

Except as otherwise provided herein, any Distributions to be made hereunder on account of Allowed Claims (other than Talc Personal Injury Claims and, for the avoidance of doubt, any claims previously paid or otherwise satisfied) shall be made (1) on the Effective Date or as soon thereafter as is practicable for Claims that are Allowed as of the Effective Date or (2) within thirty (30) days of the date on which a Claim becomes Allowed if such Claim becomes Allowed after the Effective Date.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on, or as soon as reasonably practicable after, the next succeeding Business Day, but shall be deemed to have been completed as of the required date, and no interest shall accrue or be payable on any such payment on the basis that such payment was not actually made on the required date.

D. Post-Petition Interest on Claims

Except as otherwise provided in this Plan, the Plan Documents or the Confirmation Order, Holders of Claims and Interests shall not be entitled to interest, dividends, or accruals on the Distributions provided for herein, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

E. Delivery of Distributions

1. Delivery of Distributions in General

All Distributions to any Holder of an Allowed Claim shall be made at the address of such Holder as set forth on (a) any Schedules filed with the Bankruptcy Court, (b) a Proof of Claim filed by or on behalf of such Holder in the Chapter 11 Case, or (c) the books and records of the Debtor, unless the Debtor or the Reorganized Debtor, as applicable, have been notified in writing of a change of address.

If any Holder's Distribution is returned as undeliverable, then no further Distributions to such Holder shall be made unless and until the Reorganized Debtor are notified of such Holder's then-current address, at which time any missed Distribution shall be made to such Holder without interest. A Cash Distribution that is not claimed by the expiration of three (3) months from the date that such Distribution was made – along with any further Distributions withheld under this Section – shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the Reorganized Debtor, and the Claim of any Holder to such Distributions or any further Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Debtor or Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

2. Cash Distributions

At the option of the Debtor or Reorganized Debtor, as applicable, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in any applicable agreement.

Checks issued by the Reorganized Debtor in respect of Distributions on Allowed Claims shall be null and void if not presented for payment within ninety (90) days after the date of issuance thereof. Requests for reissuance of any check shall be made in writing to the Reorganized Debtor by the Holder of the Allowed Claim to whom such check originally was issued on or before the expiration of the ninety (90) day period following the date of issuance of such check. All funds held on account of a check voided in accordance with this Section VI.E.2. shall be returned to the Reorganized Debtor, and the Claim of any Holder to such Distributions shall be discharged and forever barred.

3. Setoff and Recoupment

The Debtor or Reorganized Debtor (or the Talc Personal Injury Trust to the extent it pertains to an Talc Personal Injury Claim) may, but shall not be required to, set off and/or recoup against any Claim (for purposes of determining the Allowed Amount of such Claim on which a

Distribution shall be made), any claims of any nature whatsoever that the Debtor or Reorganized Debtor (or the Talc Personal Injury Trust to the extent it pertains to a Talc Personal Injury Claim) may have against the Holder of such Claim, and the failure to do so shall not constitute a waiver or release by the Debtor or Reorganized Debtor of any such claims that the Debtor or Reorganized Debtor may have against the Holder of such Claim.

ARTICLE VII
PROCEDURES FOR RESOLVING DISPUTED CLAIMS OTHER THAN TALC PERSONAL INJURY CLAIMS AND PROFESSIONAL FEE CLAIMS

All Disputed Claims asserted against the Debtor other than Talc Personal Injury Claims and Professional Fee Claims shall be subject to the provisions of this Article VII.

A. Objection to and Estimation of Claims Other than Talc Personal Injury Claims and Professional Fee Claims

Except as otherwise provided herein, including in Sections VII.C. and VII.D., the Debtor or Reorganized Debtor, as the case may be, shall be entitled to file objections to Claims that have been brought or filed in the Bankruptcy Court (including with the Debtor's Claims Agent) or should properly have been brought in the Bankruptcy Court but were brought in other forums, on or before the date that is one-hundred and twenty (120) days after the Effective Date (unless such day is not a Business Day, in which case such deadline shall be the next Business Day thereafter) (the "Claims Objection Deadline"), as the same may be extended from time to time by the Bankruptcy Court (and upon the filing of a motion by the Reorganized Debtor to extend the Claims Objection Deadline, such deadline shall automatically be deemed extended until the Bankruptcy Court rules on such motion without the need for any bridge order).

In addition, the Debtor or Reorganized Debtor, as the case may be, may, before the expiration of the Claims Objection Deadline, request that the Bankruptcy Court estimate any contingent, unliquidated or Disputed Claim for any reason pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate such Claim at any time, including, without limitation, during the pendency of litigation concerning any objection to any Claim or of any appeal relating thereto. The Debtor and Reorganized Debtor shall be authorized to settle, compromise, withdraw or litigate to judgment such objections without further approval of the Bankruptcy Court.

The foregoing shall not apply to Talc Personal Injury Claims or Professional Fee Claims.

B. Payments and Distributions with Respect to Disputed Claims; Claims Filed After Applicable Bar Date(s)

Notwithstanding any other provision hereof, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order and the Disputed Claim, or some portion thereof, has become an Allowed Claim.

Holders of Claims, other than Talc Personal Injury Claims, that were required to file proofs of claim and/or serve requests for payment of such Claims prior to any applicable Bar Date(s), and that did not file and serve such a request by such applicable Bar Date(s), including the Bar Date(s) with respect to General Unsecured Claims (including claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code), Administrative Expense Claims, Priority Claims, and/or other governmental Claims, shall be forever barred, estopped and enjoined from asserting such Claims against the Debtor or its property (unless such Claim has been otherwise permitted to be filed as a late claim by the Bankruptcy Court).

C. Resolution of Talc Personal Injury Claims

All Talc Personal Injury Claims shall be resolved by the Talc Personal Injury Trust in accordance with Section IV.E. of the Plan, pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures. Only the Talc Personal Injury Trust will have the right to review and resolve Talc Personal Injury Claims. All Talc Personal Injury Claims must be submitted solely and exclusively to the Talc Personal Injury Trust for resolution which shall be all in accordance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

D. Resolution of Professional Fee Claims

Professional Fee Claims shall be determined and, if Allowed, paid from the Professional Fee Escrow Account in accordance with Section II.B. of the Plan.

ARTICLE VIII
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Debtor and Reorganized Debtor

Except as specifically provided in the Plan, Confirmation Order, any Insurance Settlement Agreement, or any Sale Order, pursuant to sections 524 and 1141(d)(1)(A) of the Bankruptcy Code, confirmation of the Plan shall discharge the Debtor and Reorganized Debtor on the Effective Date from any and all Claims and Demands of any nature whatsoever, including, without limitation, all Claims and liabilities that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code whether or not: (1) a Proof of Claim based on such Claim was filed under section 501 of the Bankruptcy Code, or such Claim was listed on the Debtor's Schedules; (2) such Claim is or was allowed under section 502 of the Bankruptcy Code; or (3) the Holder of such Claim has voted on or accepted the Plan; provided, however, that the confirmation of the Plan shall not discharge the Debtor or Reorganized Debtor from any Claims, liabilities, or obligations under the Insurance Settlement Agreements or Sale Order(s). Except as otherwise specifically provided for in the Plan, any Insurance Settlement Agreement, or any Sale Order, as of the Effective Date, the rights provided in the Plan to Holders of Claims, Demands and Interests shall be in exchange for and in complete satisfaction, settlement and discharge of all Claims (including, without limitation, Talc Personal Injury Claims) and Demands against, Liens on, and Interests in the Debtor, the Reorganized Debtor and all of their respective assets and properties. For the avoidance of doubt, neither the Debtor nor the Reorganized Debtor (nor any of their respective assets or properties) shall be discharged of any Claims, liabilities, or obligations under the Insurance Settlement Agreements or Sale Order(s).

*B. **Debtor Discharge Injunction***

Except as specifically provided in the Plan, Confirmation Order, any Insurance Settlement Agreement, or any Sale Order, all Entities who have held, hold or may hold Claims or Demands against the Debtor are permanently enjoined, on and after the Effective Date, from: (1) commencing or continuing in any manner any action or other proceeding of any kind against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (2) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (3) creating, perfecting, or enforcing any Encumbrance of any kind against the Debtor, Reorganized Debtor, or their respective property with respect to such Claim or Demand; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to the Debtor or against the property or interests in property of the Debtor, with respect to such Claim or Demand; and/or (5) commencing or continuing any action, in any manner and in any place in the world, against the Debtor, Reorganized Debtor, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of the Debtor including, without limitation, the Reorganized Debtor and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or Demand. The discharge and injunction provided in this provision shall not apply to any Claims against, or liabilities or obligations of, the Debtor and/or Reorganized Debtor under any Insurance Settlement Agreement or Sale Order.

*C. **Talc Personal Injury Channeling Injunction***

1. **<u>Terms</u>. Pursuant to section 524(g) of the Bankruptcy Code, from and after the Effective Date, the sole recourse of any Holder of a Channeled Claim on account of such Channeled Claim shall be to the Talc Personal Injury Trust pursuant to this Section VIII.C.1. of the Plan and the Talc Personal Injury Trust Distribution Procedures, and such Holder shall have no right whatsoever at any time to assert its Channeled Claim against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all present and future Holders of Channeled Claims shall be permanently and forever stayed, restrained, barred and enjoined from taking any of the following actions for the purpose of, directly, indirectly, or derivatively, collecting, recovering, or receiving payment of, on, or with respect to any Channeled Claim other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures:**

(a) **commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;**

(b) **enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;**

(c) **creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interests in property of any Protected Party;**

(d) **setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; and**

(e) **proceeding in any manner in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Talc Personal Injury Trust, except in conformity and compliance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.**

2. **Reservations. This Talc Personal Injury Channeling Injunction shall not stay, restrain, bar, or enjoin:**

(a) **the rights of Holders of Talc Personal Injury Claims to assert Talc Personal Injury Claims against the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Distribution Procedures;**

(b) **the rights of the Talc Personal Injury Trust to assert any claims against any Entity that is not a Settling Insurer Releasee with respect to the Transferred Policies from and after the Effective Date;**

(c) **the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust; and**

(d) **the rights of Holders of Talc Personal Injury Claims to assert any claims against anyone other than a Protected Party, in their capacity as such; provided that the Settling Insurer Injunction stays, restrains, bars, and enjoins Holders of Talc Personal Injury Claims from asserting Barred Claims against any Settling Insurer Releasee or the property or assets (including the Purchased Property) thereof.**

D. ***Insurance Entity Injunction***

1. **Purpose. In order to protect the Talc Personal Injury Trust and to preserve the Talc Personal Injury Trust Assets, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the Insurance Entity Injunction; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Non-Settling Insurer, and no Non-Settling Insurer is a third-party beneficiary of the Insurance Entity Injunction.**

2. **Terms Regarding Claims Against Insurers. Subject to the provisions of Sections VIII.C. and VIII.D.1. of the Plan, all Entities that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, Demand or Cause of Action (including any Talc Personal Injury Claim or any Claim or Demand for or respecting any Talc Personal Injury Trust Expense) against any Insurer based upon, attributable to, arising out of, or in any way connected with a Transferred Policy, a Settling Insurer Policy, or any Talc Personal Injury Claim (including Indirect Talc Personal Injury Claims and Demands), whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Claim, Demand, or Cause of Action including, without limitation:**

(a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, Demand, or Cause of Action against any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action;**

(b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action;**

(c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any Encumbrance against any Insurer, or the property of any Insurer, with respect to any such Claim, Demand, or Cause of Action; and**

(d) **except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurer, or against the property of any Insurer, with respect to any such Claim, Demand or Cause of Action;**

(e) ***provided, however*, that (i) the injunction set forth in this Section VIII.D. shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Non-Settling Insurer; and (ii) the Talc Personal Injury Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the injunction set forth in this Section VIII.D. with respect to any Non-Settling Insurer upon express written notice to such Non-Settling Insurer; *provided further* that the Talc Personal Injury Trust shall not have any authority to terminate, reduce or limit the scope of the injunction herein with respect to any Settling Insurer (and may not bring against a Settling Insurer any Released Insurance Claim, Related Insurance Claim, or other Claim or Cause of Action released, settled, barred, enjoined, and/or otherwise sold pursuant to such Settling Insurer's Insurance Settlement Agreement) unless such Settling Insurer fails to pay its Insurance Settlement Amount in accordance with the terms of such Settling Insurer's Insurance Settlement Agreement.**

3. **<u>Reservations</u>. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(a) **the rights of Entities to the treatment accorded them under the Plan, as applicable, including the rights of Holders of Talc Personal Injury Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(b) **the rights of Entities to assert any Claim, debt, obligation, Cause of Action or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust;**

(c) **the rights of the Talc Personal Injury Trust to prosecute against any Non-Settling Insurer any action based on or arising from the Transferred Policies;**

(d) **the rights of the Talc Personal Injury Trust to assert against any Non-Settling Insurer any Claim, debt, obligation, Cause of Action or liability for payment based on or arising from the Transferred Policies or Talc Personal Injury Insurance Assets; and**

(e) **the rights of any Insurer to assert any Claim, debt, obligation, Cause of Action or liability for payment against any Non-Settling Insurer.**

E. Exculpation and Section 1125(e) Protection

1. **Upon the Effective Date, none of the Exculpated Fiduciaries shall have or incur any liability based on any act or omission of the Exculpated Fiduciaries occurring or which is alleged to have occurred between November 14, 2025 to the Effective Date to any Entity for any act or omission in connection with, related to, or arising out of the: (1) Chapter 11 Case; (2) negotiation, formulation and preparation of the Chapter 11 Case, Plan and the**

other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (3) solicitation of votes in favor of the Plan and pursuit of confirmation of the Plan; (4) consummation of the Plan; (5) releases and injunctions contained in the Plan; or (6) management or operation of the Debtor during the Chapter 11 Case, except for Claims or Causes of Action arising out of or related to any act or omission by any Entity that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, nothing in this paragraph shall impact or modify the scope of the (a) discharge injunction as set forth in Section VIII.B. of the Plan, (b) the Talc Personal Injury Channeling Injunction as set forth in Section VIII.C. of the Plan, or (c) the Insurance Entity Injunction as set forth in Section VIII.D. of the Plan.

2. **The Debtor and its directors, officers and professionals shall be deemed to have acted in "good faith" under section 1125(e) in connection with the solicitation of this Plan. The Debtor and its directors, officers and professionals shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.**

F. ***Releases by Debtor and Estate and Related Injunction***

1. **Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Reorganized Debtor, and any Entity seeking to exercise the rights of the Estate, in each case, whether individually or collectively, including, without limitation, any successor to the Debtor or any Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, shall, and shall be deemed to, completely and forever release, waive, and discharge, unconditionally, the Non-Estate Representative Released Parties from any and all claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities which the Debtor, its Estate, or the Reorganized Debtor is entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, whether direct, indirect, or derivative, based upon, attributable to, or arising out of, in whole or in part, any act or omission, transaction, or occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) (other than the rights under the Plan, the Plan Documents, and the contracts, instruments, releases, and other agreements or documents delivered or to be delivered hereunder) and, including, without limitation, the Non-Estate Representative Released Party Claims.**

2. **Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Reorganized Debtor, and any Entity seeking to exercise the rights of the Estate, in each case whether individually or collectively, including, without limitation, any successor to the Debtor or any Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, shall, and shall be deemed to, completely and forever release, waive and discharge, unconditionally, the Released Parties from any and**

all claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities which the Debtor, its Estate, or Reorganized Debtor is entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, or otherwise, whether direct, indirect, or derivative, based upon, attributable to, arising out of, in whole or in part, any act or omission, transaction, or occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) (other than the rights under the Plan, the Plan Documents, any Insurance Settlement Agreement, and the contracts, instruments, releases and other agreements or documents delivered or to be delivered hereunder); provided, however, that nothing contained in this Section VIII.F.2. is intended to operate as a release of any liability based upon gross negligence or willful misconduct as determined by a Final Order.

3. **Except as provided in the Plan or the Confirmation Order, the Debtor, the Reorganized Debtor, and any and all Entities seeking to exercise the rights of the Debtor's Estate, in each case, whether individually or collectively, including, without limitation, any successor to the Debtor or the Debtor's Estate representative appointed or selected pursuant to the applicable provisions of the Bankruptcy Code, are permanently enjoined from taking any of the following actions on account of or based upon any and all Claims, obligations, suits, judgments, remedies, damages, Demands, debts, rights, Causes of Action, and liabilities released pursuant to this Section VIII.F.: (a) commencing or continuing any action or other proceeding against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (b) enforcing, attaching, collecting, or recovering any judgment, award, decree, or order against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (c) creating, perfecting or enforcing any Encumbrance against the Released Parties or the Non-Estate Representative Released Parties or their respective property; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Released Parties or the Non-Estate Representative Released Parties or against their respective property; and (e) commencing or continuing any action, in any manner and in any place in the world, against the Released Parties or the Non-Estate Representative Released Parties that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.**

4. **On the Effective Date, the Debtor and the Reorganized Debtor are deemed to release and waive all Preference Actions.**

G. Gatekeeper Injunction

To the extent permitted by law, no Enjoined Party may commence or pursue against any Protected Party (a) a Talc Personal Injury Claim or (b) any other Claim or Cause of Action that arose, arises from, or is related to a Talc Personal Injury Claim, the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind-down or reorganization of the business of the Debtor, the Reorganized Debtor, the administration of the Talc Personal Injury Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action against a Protected Party and (ii) subject in all respects

to the injunctions contained herein (including the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction) or in any Sale Order (including the Settling Insurer Injunction) specifically authorizing such Enjoined Party to bring such Claim or Cause of Action against any such Protected Party. The Bankruptcy Court will have concurrent jurisdiction (x) to determine whether a Claim or Cause of Action is colorable and, to the extent legally permissible, (y) to adjudicate the underlying colorable Claim or Cause of Action.

H. ***Supplemental Settling Insurer Injunction***

Pursuant to sections 105(a), 363, 524(g)(4)(A)(ii)(III), and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers under the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Purchased Property free and clear of all Claims, Liens, Encumbrances, Demands, and Causes of Action pursuant to section 363(f) of the Bankruptcy Code, the Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the Settling Insurer Injunction set forth in the Sale Order(s) in all respects.

I. ***Certain Waivers***

1. **Although the Debtor does not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, the Debtor hereby affirms that it understands and waives the effect of section 1542 of the California Civil Code to the extent that such section is applicable to the Debtor or the Debtor's Estate. Section 1542 of the California Civil Code provides:**

> **§ 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

THE DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND THE DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH THE DEBTOR OR DEBTOR'S ESTATE MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, THE DEBTOR HEREBY WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH THE DEBTOR OR DEBTOR'S ESTATE MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF

ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

The foregoing waiver of the effects of section 1542 of the California Civil Code shall not alter, modify or otherwise impact the treatment, releases, and/or channeling injunction with respect to Talc Personal Injury Claims and shall not affect or alter the requirement that all Holders of Talc Personal Injury Claims (whether present, future, known or unknown) must execute a Talc Personal Injury Claimant Release as a precondition to receiving payment on account of their Talc Personal Injury Claims from the Talc Personal Injury Trust.

J. Disallowed Claims

The Confirmation Order, except as otherwise provided therein or herein, shall constitute an order: (1) disallowing all Claims (other than Talc Personal Injury Claims) to the extent such Claims are not allowable under any provision of section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims, and Claims for unmatured interest, and (2) disallowing or subordinating, as the case may be, any Claims, or portions of Claims, for penalties or non-compensatory damages. On and after the Effective Date, the Debtor and its Estate shall be fully and finally discharged from any liability or obligation on a Disallowed Claim, and any order creating a Disallowed Claim that is not a Final Order as of the Effective Date solely because of an Entity's right to move for reconsideration of such order pursuant to section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become and be deemed to be a Final Order on the Effective Date.

K. Indemnification and Reimbursement of Certain Representatives

For purposes of the Plan, the obligations of the Debtor to indemnify and reimburse persons who are, or were as of the Petition Date or at any time thereafter, directors, officers, or employees of the Debtor against and for any obligations as provided in the Debtor's certificate of incorporation, by-laws, applicable state law, or other agreement, or any combination of the foregoing, shall survive confirmation of the Plan, remain unaffected thereby, and not be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with an event occurring before, on, or after the Petition Date.

L. Responsibility of the Talc Personal Injury Trust for Indemnified Claims

The Talc Personal Injury Trust shall defend, indemnify, and hold harmless each Settling Insurer, as set forth in such Settling Insurer's Insurance Settlement Agreement, from each and every one of the following "*Indemnified Claims*": any and all Channeled Claims, Barred Claims, and Claims, Causes of Action, or Demands otherwise enjoined by or subject to the Settling Insurer Injunction and/or such Settling Insurer's Insurance Settlement Agreement, including all such Claims, Causes of Action, and Demands made by (i) any Entity claiming to be an Insured (as a named insured, additional insured, or otherwise) under any of the Settling Insurer Policies; (ii) any Entity who has made, will make, or can make (a) a Related Insurance Claim, (b) a Released Insurance Claim, or (c) a Talc Personal Injury Claim (including without limitation Indirect Talc Personal Injury Claims and Demands); and (ii) any Entity who has actually or allegedly acquired or been assigned the right to make a Claim (or bring a Cause of Action or Demand) under or with respect to any of the Settling Insurer Policies. For the avoidance of doubt, to the extent this Section VIII.L. (including the subsections set forth immediately below) conflicts or is inconsistent with the provisions of any Insurance Settlement Agreement that relate to Indemnified Claims, the provisions of the applicable Insurance Settlement Agreement will control and govern.

1. Each Settling Insurer shall have the right (but not the obligation) to defend any Indemnified Claims brought or made against such Settling Insurer and shall do so in good faith. Each Settling Insurer (a) may, upon receipt of an Indemnified Claim brought or made against such Settling Insurer, undertake the defense of the Indemnified Claim but is not required to do so and (b) agrees to notify the Talc Personal Injury Trustee as soon as practicable of such Indemnified Claim(s) and of the Settling Insurer's choice of counsel. If a Settling Insurer declines to defend an Indemnified Claim brought or made against it, the Talc Personal Injury Trust shall undertake the defense thereof.

2. The Talc Personal Injury Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by each Settling Insurer defending an Indemnified Claim. Such Settling Insurer may settle or otherwise resolve the Indemnified Claim only with the prior consent of the Talc Personal Injury Trustee, which consent shall not be unreasonably withheld. The Talc Personal Injury Trust may settle or otherwise resolve an Indemnified Claim only with the prior consent of the applicable Settling Insurer, which consent shall not be unreasonably withheld. A Settling Insurer's defense, settlement, or other resolution of any Indemnified Claim brought or made against such Settling Insurer shall not diminish the obligations of the Talc Personal Injury Trust to indemnify the Settling Insurer for the Indemnified Claim, as set forth in this Section VIII.L.

3. The indemnification and hold harmless undertaking set forth in this Section VIII.L. also extends to and for the benefit of the other Settling Insurer Releasees, all of which are third-party beneficiaries of the terms hereof.

ARTICLE IX
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. *Conditions Precedent to the Confirmation of the Plan*

The following are conditions precedent to confirmation of the Plan that are designed, among other things, to ensure that the injunctions, releases, and discharges set forth in Article VIII shall be effective, binding, and enforceable and that must be satisfied, unless waived in accordance with Section IX.C. below:

1. The Bankruptcy Court shall have entered an order, acceptable in form and substance to the Plan Proponents, approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Confirmation Order shall be acceptable in form and substance to the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, the Future Claimants' Representative, and the Settling Insurers.

3. The Confirmation Order shall, among other things:

(a) order that the Confirmation Order shall supersede any Bankruptcy Court orders issued prior to the Confirmation Date that may be inconsistent with the Confirmation Order, *excluding* any Sale Order (which, in the event of any inconsistency with the Confirmation Order, shall control and govern in all respects);

(b) provide that, except with respect to obligations (i) specifically preserved in the Plan or (ii) arising in or under any Insurance Settlement Agreement or Sale Order, the Debtor is discharged effective on the Effective Date (in accordance with the Plan) from any Talc Personal Injury Claims and Demands, and the Debtor's liability in respect thereof, whether reduced to judgment or contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, or known or unknown, that arose from any agreement of the Debtor entered into or obligation of the Debtor incurred before the Effective Date, or from any conduct of the Debtor prior to the Effective Date, whether such liability accrued before or after the Petition Date, is extinguished completely (*excluding* any liability or obligation arising in or under any Insurance Settlement Agreement or Sale Order);

(c) authorize the implementation of the Plan in accordance with its terms;

(d) approve the Talc Personal Injury Channeling Injunction (subject to appropriate findings that Class 4 voted in requisite numbers and amounts in favor of the Plan as required by sections 524(g), 1126, and 1129 of the Bankruptcy Code), approve the Insurance Entity Injunction, and ratify the Settling Insurer Injunction;

(e) provide that the Collateral Stock shall be issued as of the Effective Date, subject to terms of the Debtor Guaranty and Pledge and Security Agreement;

(f) provide that the Non-Debtor Affiliates shall deliver the Trust Note to the Talc Personal Injury Trust;

(g) provide that the Debtor shall deliver the Debtor Guaranty and the Pledge and Security Agreement;

(h) provide that all transfers of assets of the Debtor contemplated under the Plan shall be free and clear of all Claims and Encumbrances against or on such assets except as otherwise provided in the Plan;

(i) provide that (y) the Insurance Assignment is authorized and permissible notwithstanding any terms of the foregoing or provisions of applicable law that may be argued to prohibit the Insurance Assignment; and (z) the Bankruptcy Code authorizes the assignment of the Talc Personal Injury

Insurance Assets to the Talc Personal Injury Trust pursuant to Section IV.B.2., and from and after the Insurance Assignment, no Non-Settling Insurer may assert under any Transferred Policy (i) any defense that the Plan or any other Plan Document does not comply with the Bankruptcy Code or (ii) any defense that the assignment of the Talc Personal Injury Insurance Assets to the Talc Personal Injury Trust pursuant Section IV.B.2., or any other action contemplated by Section IV is prohibited by any Transferred Policy;

(j) except as otherwise provided in the Plan, any Insurance Settlement Agreement, any Sale Order, or the Confirmation Order, provide that the assets revesting in the Reorganized Debtor shall be free and clear of all Claims and Encumbrances;

(k) provide that any transfers effected or entered into, or to be effected or entered into, under the Plan shall be and are exempt under section 1146(a) of the Bankruptcy Code from any state, city, or other municipal transfer taxes, mortgage recording taxes and any other stamp or similar tax;

(l) provide that pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the Interests (including the Collateral Stock) pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of the Interests as Securities;

(m) provide that the transfers of property by the Debtor to the Reorganized Debtor (i) are or will be legal, valid, and effective transfers of property; (ii) vest or will vest the Reorganized Debtor with good title to such property; (iii) do not and will not constitute avoidable transfers under the Bankruptcy Code or under other applicable bankruptcy or non-bankruptcy law; and (iv) do not and will not subject the Reorganized Debtor to any liability by reason of such transfer under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, any laws affecting or effecting successor or transferee liability;

(n) provide that all Executory Contracts assumed or assumed and assigned by the Debtor during the Chapter 11 Case or under the Plan, if any, shall remain in full force and effect for the benefit of the Reorganized Debtor or any assignee thereof notwithstanding any provision in such contract (including those provisions described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits such assignment or transfer or that enables or requires termination of such contract or lease;

(o) require, as a condition to receiving any distributions of any kind from the Talc Personal Injury Trust, that each Holder of a Talc Personal Injury Claim execute the Talc Personal Injury Claimant Release; and

(p) approve in all respects the other settlements, transactions and agreements to be effected pursuant to the Plan, including, without limitation, the Talc Personal Injury Trust Agreement, the Talc Personal Injury Trust Distribution Procedures, and the other Talc Personal Injury Trust Documents, and the releases herein of the Released Parties and Non-Estate Representative Released Parties.

4. In addition to the foregoing, the Confirmation Order shall contain the following findings of fact and conclusions of law, among others:

(a) the Plan complies with all applicable provisions of the Bankruptcy Code, including, without limitation, those requiring that the Plan be proposed in good faith and that the Confirmation Order not be procured by fraud;

(b) the Plan and its acceptance otherwise comply with sections 524(g) and 1126 of the Bankruptcy Code, and confirmation of the Plan is in the best interests of all creditors;

(c) the Plan does not provide for the liquidation of all or substantially all of the property of the Debtor, the Reorganized Debtor will operate as an ongoing business and continue in business as a separate corporate entity, and confirmation of the Plan is not likely to be followed by the liquidation of the Reorganized Debtor or the need for further financial reorganization;

(d) as of the Petition Date, the Debtor had been named as a defendant in personal injury, wrongful death, or property damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, talc or talc-containing products and/or asbestos or asbestos-containing products;

(e) upon the Effective Date, the Talc Personal Injury Trust shall assume (i) the liabilities of the Debtor with respect to all Channeled Claims and (ii) the liabilities of the Settling Insurers with respect to all Barred Claims;

(f) the Talc Personal Injury Trust is to be funded by contribution of the Talc Personal Injury Trust Assets, the Debtor's Contribution and the Non-Debtor Affiliates' Contribution;

(g) the Holders of Equity Interests and the Reorganized Debtor shall on the Effective Date own one hundred percent (100%) of the Reorganized Debtor's Stock and all rights to receive dividends or other distributions on account of such stock (subject to the pledge of 50.1% of such stock (the Collateral Stock) to the Talc Personal Injury Trust in connection with the issuance of the Trust Note and the Debtor's Guaranty);

(h) the Talc Personal Injury Trust is to use its assets and income to (i) resolve all Channeled Claims and pay all Talc Personal Injury Trust Expenses consistent with the terms of the Talc Personal Injury Trust Agreement and (ii) defend, indemnify, and hold harmless the Settling Insurers from all Indemnified Claims;

(i) the Debtor is likely to be subject to substantial future Demands for payment arising out of the same or similar conduct or events that gave rise to the Talc Personal Injury Claims, and all such Demands and other Channeled Claims are subject to the Talc Personal Injury Channeling Injunction;

(j) the actual amounts, numbers, and timing of Demands cannot be determined;

(k) pursuit of Demands outside the procedures prescribed by the Plan and the Talc Personal Injury Trust Distribution Procedures is likely to threaten the Plan's purpose to deal equitably with Talc Personal Injury Claims;

(l) the Plan separately classifies Talc Personal Injury Claims in Class 4, and at least two-thirds (2/3) in amount and seventy-five percent (75%) of the members in such Class that actually voted on the Plan have voted to accept the Plan;

(m) the Talc Personal Injury Trust will have the sole and exclusive authority as of the Effective Date to satisfy or defend against all Talc Personal Injury Claims and other Channeled Claims;

(n) pursuant to: (i) the Talc Personal Injury Trust Distribution Procedures; (ii) court order; or (iii) otherwise, the Talc Personal Injury Trust will operate through mechanisms such as structured, periodic, or supplemental payments, pro rata distributions, matrices, or periodic review of estimates of the numbers and values of Talc Personal Injury Claims or other comparable mechanisms, that provide reasonable assurance that the Talc Personal Injury Trust will value, and be in a financial position to pay current and future Talc Personal Injury Claims in substantially the same manner regardless of the timing of the assertion of such Talc Personal Injury Claims;

(o) the Future Claimants' Representative was appointed by the Bankruptcy Court pursuant to sections 105 and 524(g) of the Bankruptcy Code as part of the proceedings leading to the issuance of the Talc Personal Injury Channeling Injunction for the purpose, among other things, of protecting the interests of Future Demand Holders;

(p) the Talc Personal Injury Channeling Injunction is to be implemented in accordance with the Plan;

(q) the Talc Personal Injury Channeling Injunction and the Insurance Entity Injunction are essential to the Plan and the Debtor's reorganization efforts, as is ratification of the Settling Insurer Injunction;

(r) the terms of the Talc Personal Injury Channeling Injunction, the Insurance Entity Injunction, and the other injunctions contained in the Plan, including any provisions barring actions against third parties, are set forth in the Plan and the Disclosure Statement;

(s) the Non-Debtor Affiliates Contribution is essential to the feasibility of the Plan and the successful reorganization of the Debtor;

(t) the Debtor Contribution and Non-Debtor Affiliates Contribution collectively constitute a sufficient basis upon which to provide the Protected Parties with the protections afforded to them under the Plan, Plan Documents, and Confirmation Order;

(u) in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by or on behalf of each Protected Party, the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction is fair and equitable to all Holders of Channeled Claims (including Holders of Talc Personal Injury Claims and Future Demand Holders), as is ratification of the Settling Insurer Injunction;

(v) the release received by the Debtor, the Representatives of the Debtor, the Non-Debtor Affiliates, and the Representatives of the Non-Debtor Affiliates in exchange for the Debtor Contribution and Non-Debtor Affiliates Contribution, respectively, is essential to the global settlement of Talc Personal Injury Claims arising from the conduct or products of the Debtor reflected in the Plan.

5. The Bankruptcy Court shall have entered an order approving the FFIC Settlement Agreement, which order shall be in form and substance acceptable to FFIC in its sole and absolute discretion (the "FFIC Settlement Agreement Approval Order").

B. Conditions Precedent to the Effective Date

The following are conditions precedent to occurrence of the Effective Date of the Plan that must be satisfied, unless waived in accordance with Section IX.C. hereof:

1. all conditions precedent to the Confirmation Date shall have been satisfied or waived and shall continue to be satisfied or waived, and the Confirmation Date shall have occurred on or before the Confirmation Order Outside Date unless otherwise mutually agreed in writing (including via confirmatory email from counsel for each of these parties) by the Debtor, the Non-Debtor Affiliates, the Talc Claimants' Committee, and the Future Claimants' Representative, and (ii) each Settling Insurer whose rights, remedies, or obligations are affected by such condition(s) precedent;

2. the Confirmation Order, in acceptable form and substance in accordance with Section IX.A.2. (and containing, among other things, the provisions described in Section IX.A.3.) shall have been entered by the Bankruptcy Court and affirmed by the District Court or issued by the District Court;

3. no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending;

4. no fact or circumstance shall exist that would prevent the Talc Personal Injury Channeling Injunction or Insurance Entity Injunction from coming into full force and effect immediately upon the occurrence of the Effective Date;

5. the Confirmation Order is a Final Order;

6. the FFIC Settlement Agreement Approval Order is a Final Order;

7. no fact or circumstance shall prevent the Talc Personal Injury Trust from being funded by the Debtor Contribution and the Non-Debtor Affiliates Contribution upon occurrence of the Effective Date;

8. all Plan Documents shall have been executed and delivered; and all other actions, documents and agreements necessary to implement those provisions of the Plan to be effectuated on or prior to the Effective Date, in form and substance satisfactory to the Plan Proponents, shall have been effected or executed and delivered; and

9. the Talc Personal Injury Trust shall have been formed.

C. Waiver of Conditions

To the fullest extent permitted by law, any of the conditions precedent set forth in Sections IX.A. and IX.B. above may be waived or modified, in whole or in part, by the Plan Proponents with the written consent (including via confirmatory email from counsel) of the Talc Claimants' Committee and Future Claimants' Representative (which consent shall not be unreasonably withheld); provided, however, that each Settling Insurer must consent in writing (including via confirmatory email from counsel) to a waiver of any condition affecting such Settling Insurer's rights, remedies, or obligations (which consent shall not be unreasonably withheld). Any such waiver or modification may be effected at any time without leave or order of the Bankruptcy Court or District Court, and without any other formal action.

D. Failure to Achieve the Effective Date

If each of the conditions to the Effective Date is not met or duly waived in accordance with Section IX.C., then upon motion by the Debtor and notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated by the Bankruptcy Court. If (1) the Plan Proponents revoke or withdraw the Plan, (2) the Confirmation Order is vacated, (3) the Plan is otherwise not confirmed by a Final Order consistent with the Confirmation Order, or (4) the Plan is confirmed and does not become effective for any other reason, then the rights of all parties in interest in the Chapter 11 Case are and shall be reserved in full. In any such event, the

Plan shall become null and void in all respects; any settlement or compromise embodied in the Plan, any assumption or rejection of Executory Contracts effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and nothing contained in the Plan or the Confirmation Order, if previously entered, and no acts taken in preparation for Consummation of the Plan, shall: (a) constitute or be deemed to constitute a waiver, release or settlement of any Claims by or against, or any Interests in, the Debtor or any other Entity, (b) prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor; nor (c) constitute an admission of any sort by the Debtor or any other Entity. Notwithstanding the foregoing, each Insurance Settlement Agreement (including any release or waiver of Claims, Demands, or Causes of Action in accordance with the terms thereof) shall continue and survive, in accordance with its terms and to the extent set forth therein.

ARTICLE X
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the limitations contained herein and in the other Plan Documents, and except as otherwise ordered by the Bankruptcy Court, the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules and with the consent of the Talc Claimants' Committee and the Future Claimants' Representative, which consent shall not be unreasonably withheld, to alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to entry of the Confirmation Order and may include such amended exhibits in the Plan, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, without additional disclosure pursuant to section 1125 of the Bankruptcy Code. A Holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within the time fixed by the Bankruptcy Court, if any, such Holder changes its previous acceptance or rejection, to the extent such Holder is afforded the opportunity to do so under section 1127(d) of the Bankruptcy Code. Notwithstanding the foregoing, those provisions of the Plan (or any exhibit(s) thereto) that implement, supplement, or relate to the Insurance Settlement Agreements may not be altered, amended, deleted, or otherwise modified without the prior written approval of each Settling Insurer affected by such alteration, amendment, deletion, or modification.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the Solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Federal Bankruptcy Rule 3019 or that any additional disclosure or re-solicitation performed was sufficient.

C. Revocation or Withdrawal of Plan

The Debtor reserves the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to file subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission of any sort by the Debtor or any other Entity. Notwithstanding the foregoing, each Insurance Settlement Agreement (including any release or waiver of Claims, Demands, or Causes of Action in accordance with the terms thereof) shall continue and survive, in accordance with its terms and to the extent set forth therein.

ARTICLE XI
RETENTION OF JURISDICTION

A. Retention of Jurisdiction

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court and, to the extent applicable, the District Court, shall, to the fullest extent permitted by law, retain jurisdiction over all matters arising out of and related to the Chapter 11 Case and the Plan, including, among other things, jurisdiction to:

(a) hear and determine any and all objections to and proceedings involving the allowance, estimation, classification, and subordination of Claims that have been or properly should have been brought in the Bankruptcy Court (other than Talc Personal Injury Claims) or Interests;

(b) hear and determine all objections to the termination of the Talc Personal Injury Trust;

(c) hear and determine such other matters that may be set forth in or arise in connection with the Plan, the Confirmation Order, any Insurance Settlement Agreement, any Sale Order(s) (including without limitation the Settling Insurer Injunction), the Talc Personal Injury Channeling Injunction, the Insurance Entity Injunction, the Gatekeeper Injunction, or the Talc Personal Injury Trust Agreement;

(d) hear and determine any proceeding that involves the validity, application, construction, enforceability, or modification of the Talc Personal Injury Channeling Injunction, Insurance Entity Injunction, Gatekeeper Injunction, or Settling Insurer Injunction;

(e) hear and determine any conflict or other issues that may arise in the Chapter 11 Case, including the implementation and enforcement of all orders entered by the Bankruptcy Court in the Chapter 11 Case (including without limitation the Sale Order(s)), and in the administration of the Talc Personal Injury Trust;

(f) enter such orders as are necessary to implement and enforce the releases and injunctions described herein or in any Insurance Settlement Agreement or Sale Order, including in connection with application of the protections afforded by section 524 of the Bankruptcy Code and/or the Plan to the Protected Parties;

(g) hear and determine any and all applications for allowance of Professional Fee Claims and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan;

(h) enter such orders authorizing non-material modifications to the Plan as may be necessary to comply with section 468B of the Internal Revenue Code;

(i) hear and determine any applications pending on the Effective Date for the assumption, assumption and assignment, or rejection, as the case may be, of Executory Contracts to which any Debtor is a party, and to hear and determine and, if necessary, liquidate any and all Claims arising therefrom;

(j) hear and determine any and all applications, Claims, causes of action, adversary proceedings, and contested or litigated matters that may be pending in the Chapter 11 Case on the Effective Date or commenced by the Debtor or any other party in interest (including, without limitation, the Talc Personal Injury Trust and the other Protected Parties) in the Chapter 11 Case subsequent to the Effective Date;

(k) consider any modifications of the Plan, and remedy any defect or omission or reconcile any inconsistency or make any other necessary modifications in or to the Plan, the Talc Personal Injury Trust Documents or any order of the Bankruptcy Court, including the Confirmation Order, as may be necessary to carry out the purposes and intent of the Plan, to the extent authorized by the Bankruptcy Code and the Bankruptcy Rules; provided, that there shall be no modification made at any time that would reduce or eliminate any of the protections provided herein to the Protected Parties, the releases provided hereunder, or any releases or other protections provided to the Settling Insurer Releasees pursuant to this Plan, any Insurance Settlement Agreement, or any Sale Order;

(l) hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan or any Entity's obligations hereunder and issue orders in aid of confirmation, consummation and execution of the Plan to the extent authorized by section 1142 of the Bankruptcy Code, including, but not limited to, compelling the conveyance of property and other performance contemplated under the Plan and documents executed in connection herewith;

(m) hear and determine all questions and disputes and enter such orders or judgments, including, but not limited to, injunctions, as are necessary to (i) enforce the title, rights, and powers of the Reorganized Debtor, other Protected Parties, and the Talc Personal Injury Trust, and (ii) enable Holders of Claims to pursue their rights against any Entity that may be liable therefor pursuant to applicable law or otherwise;

(n) hear and determine any proposed compromise and settlement of any Claim against or cause of action by or against any Debtor that has been or properly should have been brought in the Bankruptcy Court to the extent requested by the Reorganized Debtor;

(o) hear and determine any timely objections to Administrative Expense Claims asserted or to Proofs of Claim filed, both before and after the Confirmation Date, including any objections to the classification of any Claim, and to allow or disallow any Disputed Claim, in whole or in part;

(p) hear and determine matters concerning state, local and federal taxes, tax refunds, tax attributes, tax benefits, and similar or related matters with respect to the Debtor, the Reorganized Debtor, or the Talc Personal Injury Trust arising on or prior to the Effective Date, arising on account of transactions contemplated by the Plan Documents, or relating to the period of administration of the Chapter 11 Case;

(q) hear and determine such other matters as may be set forth in the Confirmation Order, any Sale Order, or any other order of the Bankruptcy Court, or which may arise in connection with the Plan, the Confirmation Order, the Effective Date, any Insurance Settlement Agreement, or any Sale Order, as may be authorized under the provisions of the Bankruptcy Code or any other applicable law;

(r) hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan, any Insurance Settlement Agreement, or any Entity's obligations thereunder or hereunder, including, but not limited to, performance of the Debtor's, Reorganized Debtor's, and Talc Personal Injury Trust's duties under the Plan and/or any Insurance Settlement Agreement (including without limitation, any matters related to the indemnification obligations of the Talc Personal Injury Trust under any Insurance Settlement Agreement or the Plan);

(s) enforce remedies upon any default under the Plan or Insurance Settlement Agreement;

(t) hear and determine any other matter not inconsistent with the Bankruptcy Code;

(u) hear and determine any claim that in any way challenges or is based on any provision in the Confirmation Order; and

(v) enter a final decree closing the Chapter 11 Case.

If and to the extent that the Bankruptcy Court is not permitted under applicable law to exercise jurisdiction over any of the matters specified above, the reference to the "Bankruptcy Court" in the preamble to this Section XI.A. shall be deemed to be a reference to the "District Court." Notwithstanding anything in this Section XI.A. to the contrary, the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures shall govern the satisfaction of Talc Personal Injury Claims and the forum in which Talc Personal Injury Claims shall be determined.

B. Post-Confirmation Modification of Plan

Subject to the limitations contained herein and in the other Plan Documents, and except as otherwise ordered by the Bankruptcy Court, the Debtor, with the consent of the Non-Debtor Affiliates, the Talc Claimants' Committee and the Future Claimants' Representative, which consent may not be unreasonably withheld, may alter, amend, or modify the Plan or any exhibits thereto under section 1127(b) of the Bankruptcy Code and in accordance with the Plan Documents, at any time after the entry of the Confirmation Order and prior to substantial consummation of the Plan (1) in accordance with the requirements of sections 1122 and 1123 of the Bankruptcy Code, or (2) to remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan either with Bankruptcy Court approval or, so long as the interests of the Holders of Allowed Claims are not adversely affected thereby in any material respect, without Bankruptcy Court approval. A Holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within the time fixed by the Bankruptcy Court, if any, such Holder changes its previous acceptance or rejection, to the extent such Holder is afforded the opportunity to do so under section 1127(d) of the Bankruptcy Code.

After the Effective Date, the Reorganized Debtor, the Non-Debtor Affiliates, or the Talc Personal Injury Trust, as applicable, may remedy any defects or omissions or reconcile any inconsistencies in the Plan Documents for the purpose of implementing the Plan in such manner as may be necessary to carry out the purposes and intent of the Plan, so long as the interests of the Holders of Allowed Claims and other applicable parties-in-interest are not adversely affected thereby.

Notwithstanding anything in this Article XI, there shall be no modification to the Plan made at any time that would reduce or eliminate: (y) any of the protections provided herein, or in the releases provided hereunder, to the Protected Parties, without the consent of the Non-Debtor Affiliates and the Debtor or Reorganized Debtor, as applicable; or (z) any of the protections provided herein to the Settling Insurer Releasees, any releases provided hereunder to the Settling Insurer Releasees, or any other provision of the Plan that implements, supplements, or relates to the Insurance Settlement Agreements, without the prior written consent of each Settling Insurer affected thereby.

C. Consent to Jurisdiction

Upon default under the Plan, the Debtor, the Reorganized Debtor, Non-Debtor Affiliates the Talc Personal Injury Trust, the Talc Personal Injury Trustee, the Talc Personal Injury Trust Advisory Committee, and the Future Claimants' Representative, respectively, consent to the jurisdiction of the United States Bankruptcy Court for the Middle District of Florida and the United States District Court for the Middle District of Florida, as applicable, and agree that it shall be the preferred forum for all proceedings relating to any such default.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Federal Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Reorganized Debtor, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062. Upon Confirmation of the Plan, the Confirmation Order shall be deemed to be in recordable form and shall be accepted by any recording officer for filing and recording purposes without further or additional orders, certifications, or other supporting documents.

B. Additional Documents

On or before the Effective Date, the Debtor may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtor or Reorganized Debtor, as applicable, and all Holders receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at the Confirmation Hearing shall be paid on or prior to the Effective Date. On and after the Effective Date, the Reorganized Debtor shall pay all such fees when due and payable and shall file with the Bankruptcy Court quarterly reports until the Reorganized Debtor’s case has been closed, converted or dismissed, whichever occurs first.

D. Discharge of Talc Claimants’ Committee and Future Claimants’ Representative

(a) Except as provided below, the Talc Claimants’ Committee and the Future Claimants’ Representative shall continue in existence until the Effective Date.

(b) Except as provided below, on and after the Effective Date, the rights, duties, and responsibilities of the Future Claimants’ Representative shall be assumed by the Post-Effective Date Future Claimants' Representative set forth in the Talc Personal Injury Trust Agreement.

(c) On and after the Effective Date, the Talc Claimants' Committee and the Future Claimants' Representative shall continue in existence and shall have post-Effective Date standing and capacity (i) to complete matters, if any, including litigation, appeals, or negotiations pending as of the Effective Date that are not released pursuant to the Plan; (ii) to grant or withhold, in their sole discretion, any consent contemplated or required under the Plan; (iii) to prosecute or defend any Professional Fee Claims of the Talc Claimants' Committee or Future Claimants' Representative; (iv) to oppose any appeals of the Confirmation Order; and (v) to prepare and prosecute applications for the payment of fees and reimbursement of expenses of their respective professionals. In all events, the Talc Claimants' Committee's professionals, and the Future Claimants' Representative and its professionals, shall have the right to seek, and shall be entitled to, reasonable fees and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code for services rendered, including those services arising from or connected with any matter authorized or described in this section.

(d) The Debtor shall pay or reserve in the Professional Fee Escrow Account such reasonable fees and expenses incurred or projected to be incurred through the Effective Date, in accordance with the procedures set forth herein and in accordance with the Bankruptcy Code, Bankruptcy Rules or other orders relating to interim and final fee applications approved by the Bankruptcy Court during the Chapter 11 Case. The Talc Personal Injury Trust shall pay such reasonable fees and expenses relating to any post-Effective Date activities authorized or described in this section without the necessity of approval by the Bankruptcy Court.

(e) Upon (i) the completion of all matters authorized and described in this section and (ii) the irrevocable and indefeasible payment in full of all Allowed Professional Fee Claims of the Talc Claimants' Committee, the Talc Claimants' Committee shall be automatically dissolved, and the members thereof shall be discharged of and from all further authority, duties, responsibilities, liabilities, and obligations related to, or arising from, the Chapter 11 Case.

(f) Upon (i) the completion of all matters authorized and described in this section and (ii) the irrevocable and indefeasible payment in full of all Allowed Professional Fee Claims of the pre-Effective Date Future Claimants' Representative, the pre-Effective Date Future Claimants' Representative shall be discharged of and from all further authority, duties, responsibilities, liabilities, and obligations related to, or arising from, the Chapter 11 Case.

(g) Upon the dissolution of the Talc Claimants' Committee, the Talc Personal Injury Advisory Committee shall succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Talc Claimants' Committee and shall enjoy the work product protections that were applicable or available to the Talc Claimants' Committee before its dissolution.

(h) Upon the discharge of the pre-effective date Future Claimants' Representative, the Post-Effective Date Future Claimants' Representative shall succeed to, and exclusively hold, the attorney client privilege and any other privilege held by the pre-Effective Date Future Claimants' Representative and shall enjoy the work product protections that were applicable or available to the pre-Effective Date Future Claimants' Representative before his discharge.

(i) Notwithstanding the foregoing dissolution and/or discharge of the pre-Effective Date Future Claimants' Representative and the Talc Claimants' Committee on the Effective Date, to the extent the Effective Date occurs prior to the entry of a Final Order with respect to final fee applications of Professionals retained by order of the Bankruptcy Court during the Chapter 11 Case, consistent with sub-section (c) above, the Talc Claimants' Committee and the Future Claimants' Representative may, at their option, continue to serve and their professionals shall be compensated with respect to prosecution of Final Fee Applications and/or matters related to any appeals (if any) with respect to the Confirmation Order until a Final Order is entered with respect to such proceedings. All reasonable and necessary post-Effective Date fees and expenses of the professionals retained by the Talc Claimants' Committee and the Future Claimants' Representative shall be paid from available funds, if any, in the Professional Fee Escrow Account (provided that to the extent such account lacks sufficient funds to pay any such post-Effective Date fees, such fees shall be paid and satisfied by the Talc Personal Injury Claims Trust). If any dispute regarding the payment of such fees and expenses arises, the parties shall attempt to resolve such dispute in good faith. If they fail to resolve such dispute, they shall submit the dispute to the Bankruptcy Court for resolution.

E. Tax Reporting and Compliance

In connection with the Plan and all instruments issued in connection therewith and Distributions thereon, the Debtor and the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. No Holder of an Allowed Claim against the Debtor shall effectuate any withholding with respect to the cancellation or satisfaction of such Allowed Claim under the Plan. Reorganized Debtor is hereby authorized to request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all taxable periods of the Debtor ending after the Petition Date through and including the Effective Date of the Plan.

F. Reservation of Rights

The Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

G. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

H. Notices

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtor, the Non-Debtor Affiliates, the Talc Personal Injury Trustee, the Talc Personal Injury Trust Advisory Committee, or the Future Claimants' Representative shall be served at the following addresses (as applicable) via electronic mail and certified mail or overnight mail:

If to the Reorganized Debtor:

Henry Jacobi
2211 Reach Road, Suite B4
Williamsport, Pennsylvania 17701

with copies (which alone will not constitute notice) to:

Robert J. Keach
Verrill Dana LLP
One Portland Square
Portland, ME 04101
rkeach@verrill-law.com

If to the Non-Debtor Affiliates:

Henry Jacobi
2211 Reach Road, Suite B4
Williamsport, Pennsylvania 17701

with copies (which alone will not constitute notice) to:

Robert J. Keach
Verrill Dana LLP
One Portland Square

Portland, ME 04101
rkeach@verrill-law.com

If to the Talc Personal Injury Trustee: such address and other contact information will be provided for in the Plan Supplement or subsequent order of the Bankruptcy Court.

If to the Post-Effective Date Future Claimants' Representative: such address and other contact information will be provided for in the Plan Supplement or subsequent order of the Bankruptcy Court.

After the Effective Date, in order to continue to receive documents pursuant to Federal Bankruptcy Rule 2002, any Entity seeking to receive such documents must File a renewed request to receive documents pursuant to Federal Bankruptcy Rule 2002. After the Effective Date, Reorganized Debtor is authorized to limit the list of Entities receiving documents pursuant to Federal Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests, provided, however, that the Talc Claimants' Committee, the Future Claimants' Representative, and the Settling Insurers need not submit such a request and will continue to receive such documents unless each elects to opt out of such distributions.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten (10) Business Days of the Effective Date, the Debtor shall serve a combined Notice of Confirmation and Effective Date by United States mail, first class postage prepaid, by hand, email (where available) or by overnight courier service to all parties served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtor mailed a prior notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason unless the Debtor has been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Notice of Confirmation and Effective Date in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

I. Entire Agreement

Except for the Insurance Settlement Agreements or as otherwise indicated in an order of the Bankruptcy Court (including without limitation any Sale Order), the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which shall become merged and integrated into the Plan on the Effective Date.

J. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), or an exhibit hereto, or an instrument, agreement or other document executed in connection with the Plan provides otherwise, the rights, duties and obligations arising under the Plan, and the instruments, agreements and other documents executed in connection with the Plan, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

K. Exhibits

All exhibits and documents included in the Plan (including the Plan Supplement and the documents incorporated therein) are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtor's counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website.

L. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan and the other Plan Documents is: (1) valid and enforceable; (2) integral to the Plan and may not be amended, deleted, modified or supplemented except as provided therein and herein; and (3) non-severable and mutually dependent.

M. Closing of Chapter 11 Case

The Reorganized Debtor shall, promptly after the full administration of the Chapter 11 Case (which, for the avoidance of doubt, may be deemed to have occurred on the Effective Date), File with the Bankruptcy Court all documents required by Federal Bankruptcy Rule 3022 and a proposed form of any applicable order necessary to close the Chapter 11 Case. Furthermore, the Claims Agent is authorized to destroy all paper/hardcopy records related to this matter two (2) years after the Effective Date has occurred.

N. [Reserved]

O. Further Assurances

The Debtor, the Reorganized Debtor, all Holders of Claims and Interests receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

[*Remainder of page intentionally left blank*]

Dated: March 16, 2026

THE STEPHAN CO.

By: */s/*
Name: Henry Jacobi
Title: Chief Executive Officer