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

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

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.

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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. <u>Final Fee Applications</u>

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. <u>Professional Fee Escrow Account</u>

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. <u>Class 2 – Secured Claims</u>

(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. <u>Class 3 – General Unsecured Claims</u>

(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. Class 4 – Talc Personal Injury Claims

(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. Class 5 – Financing Facility Claim

(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. <u>Presumed Acceptance of the Plan</u>

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. <u>Voting Classes</u>

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. <u>Class Acceptance Requirement</u>

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

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

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. <u>Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code</u>

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. <u>Non Debtor Affiliates Contribution.</u>

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 "<u>Related Party Release</u>"). 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.

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.

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. **Reservations. 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