#420250

Build On Our Knowledge

Legal Department
(727) 563-5117

November 6, 2001

VIA FACSIMILE & OVERNIGHT MAIL

Ms. Carlyn Winter Prisk (3HS11)
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

NOV 0 - 2001

Re: Required Submission of Information
Lower Darby Creek Area Superfund Site - Clearview Landfill, Folcroft Landfill, and Folcroft Landfill Annex (the "Site")

Dear Ms. Prisk:

This is in response to your correspondence regarding the above-referenced matter dated October 30, 2001 sent via fax to Lecil Colburn and directed to Celotex Corporation.

With respect to any demand for submission of information or any possible action concerning the Site and involving Celotex, this letter is to remind and advise the U.S. Environmental Protection Agency ("USEPA") that on October 12, 1990, Celotex filed a petition for relief under Chapter 11, Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the "Bankruptcy Court"), Case No. 90-10016-8B1. On December 6, 1996, the Bankruptcy Court entered the Order Confirming the Plan of Reorganization for The Celotex Corporation and Carey Canada Inc. (the "Confirmation Order"), which confirmed the Modified Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for The Celotex Corporation and Carey Canada Inc. (the "Plan"). Thereafter, by order dated March 4, 1997, the United States District Court for the Middle District of Florida, Tampa Division, adopted, issued, and affirmed the Confirmation Order. The Confirmation Order has become final and nonappealable. A copy of the Confirmation Order and Notice of Entry of the Confirmation Order is enclosed. The Effective Date of the Plan (as defined therein) was May 30, 1997. The General Claims Bar Date for claims arising from activities prior to October 12, 1990 was August 25, 1992, and the Administrative Claims Bar Date for claims arising from activities subsequent to October 12, 1990 and prior to May 30, 1997 was July 15, 1997.

The Plan and the Confirmation Order contain, among other things, certain injunctions, including the Discharge Injunction, Supplemental Injunction, the Third Party Injunction and the VPSA Injunction (as such terms are defined in the Plan) (collectively, the "Injunctions"). Pursuant to Article 11.1 of the Plan and paragraph 38 of the Confirmation Order, the Injunctions became effective on the Effective Date and continue in effect at all times thereafter.

The Discharge Injunction and Supplemental Injunction set forth in paragraphs 23 through 28 of the Confirmation Order enjoin, among other things, the commencement of any action to recover a claim for activities prior to the Effective Date against, among others, Celotex. Thus any demand for submission of information or an action by the USEPA against Celotex regarding the Site is stayed, restrained and enjoined pursuant to the terms of the Discharge Injunction and Supplemental Injunction as an action seeking to recover a claim against, or property of, Celotex. Also enclosed is the Bankruptcy Court order issued on June 5, 1997, which additionally protects Celotex from such action.

Accordingly, any claim must be resolved by the Bankruptcy Court. Celotex reserves its right to object to any such claim that is filed as to timeliness or on any other basis. In light of the foregoing, if the demand for submission of information with respect to the Site is not withdrawn in writing and proof of such withdrawal provided to Celotex on or before **November 16, 2001**, Celotex will file an emergency motion in the Bankruptcy Court requesting that the USEPA show cause as to why it should not be sanctioned, held in contempt for violation of the Bankruptcy Court orders described above, and otherwise be required to respond as to damages incurred as a result of the actions. Should you have any questions regarding the Bankruptcy Court orders, please contact our bankruptcy counsel, Jeffrey W. Warren, Esq., at (813) 224-9255, Bush, Ross, Gardner, Warren & Rudy, 220 S. Franklin Street, Tampa, FL 33602.

Thank you for your cooperation in this matter.

Very truly yours,

George N. Wood
Sr. Vice President and
General Counsel

GNW/ac

Enclosures

cc: Jeffrey W. Warren, Esq. (w/enclosure)
Larry S. Miller, Chief, PRP Investigation and Site Information Section (w/o enclosures)
Brian Nishitani, (3RC44) EPA Region III, Office of Regional Counsel (w/enclosures)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

N RE:	Chapter 11
THE CELOTEX CORPORATION and CAREY CANADA INC.,	Consolidated Case Nos.: 90-10016-8B1 and 90-10017-8B1
Debtors.	

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NOTICE OF ENTRY OF ORDER
CONFIRMING THE PLAN OF REORGANIZATION FOR
THE CELOTEX CORPORATION AND CAREY CANADA INC.

PLEASE TAKE NOTICE that on December 6, 1996, the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the "Bankruptcy Court") entered the Order Confirming the Plan of Reorganization for The Celotex Corporation and Carey Canada Inc. (the "Confirmation Order") which confirmed the Modified Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for The Celotex Corporation and Carey Canada Inc. (the "Plan"). In addition, on March 4, 1997, the United States District Court for the Middle District of Florida, Tampa Division, issued and affirmed the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the entry of the Confirmation Order constitutes a determination that the Plan is in compliance with the provisions of title 11 of the United States Code (the "Bankruptcy Code") and has the effect of, among other things, discharging The Celotex Corporation and Carey Canada Inc. (collectively, the "Debtors"), Reorganized Celotex and Reorganized Carey Canada (as such terms are defined in the Plan) and the Trust established in accordance with the Plan from any and all Claims (as defined in the Plan) including any Claim of a kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim based on such Claim was filed or deemed filed under Section 501 of the Bankruptcy Code, or such Claim was listed on the schedules of

either Debtor, (b) such Claim is or was allowed under Section 502 of the Bankruptcy Code or (c) the holder of such Claim voted on or accepted the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and Confirmation Order contain, among other things, certain injunctions including the Discharge Injunction, the Supplemental Injunction, the Third Party Injunction and the VPSA Injunction (as such terms are defined in the Plan), each of which is fully effective as set forth therein.

PLEASE TAKE FURTHER NOTICE that the Plan and Confirmation Order contain, among other things, certain releases, each of which is fully effective as set forth therein.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has established the last day for filing claims arising from the rejection of executory contracts or unexpired leases. Claimants holding such claims against the Debtors must file a proof of claim with the Bankruptcy Court **no later than 4:30 p.m., Eastern Time, on April 3, 1997, or be forever barred from asserting or receiving payment for such claim.**

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has established the last day for filing Administrative Claims (as defined in the Plan). Administrative Claims include claims arising prior to the Effective Date (as defined in the Plan) for the payment of any cost or expense of administration of the Debtors' bankruptcy cases under Section 503(b) of the Bankruptcy Code including, but not limited to, (a) any actual and necessary postpetition cost or expense of preserving the Debtors' estates or operating the businesses of the Debtors, (b) any payment to be made under the Plan to cure a default on an assumed executory contract or unexpired lease, (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtors in the ordinary course of business and (d) compensation or reimbursement of expenses of professionals. Claimants holding Administrative Claims against the Debtors must file a request for payment of administrative expense (or, if appropriate, an application for

allowance of compensation or reimbursement of expenses) with the Bankruptcy Court **no later than 4:30 p.m., Eastern Time, on July 15, 1997, or be forever barred from asserting or receiving payment for such claim.**

PLEASE TAKE FURTHER NOTICE that the Plan Proponents anticipate that the Effective Date will occur on or about May 30, 1997. The Plan Proponents will file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and Confirmation Order are available by contacting the attorneys for the Debtors in writing at the address set forth below.

THOMAS E. BAYNES, JR.
United States Bankruptcy Court

Jeffrey W. Warren, Esq.
BUSH ROSS GARDNER WARREN
& RUDY, P.A.
220 South Franklin Street
Tampa, Florida 33602
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RECEIVED
JUN 0 9 1997
LEGAL DEP

In re:	)	Chapter 11
	)	
THE CELOTEX CORPORATION, et al.,	)	Consolidated Case Nos.:
	)	90-10016-8B1 and
Debtors.	)	90-10017-8B1

ORDER GRANTING EMERGENCY
MOTION REGARDING SECTION 105 STAY

THIS CAUSE came before the Court on May 22, 1997 and May 29, 1997 upon the Emergency Motion Regarding 105 Stay (the "Motion") of the debtors, The Celotex Corporation ("Celotex") and Carey Canada Inc. ("Carey Canada") (collectively, the "Debtors"), the Legal Representative for Unknown Asbestos Bodily Injury Claimants, the Asbestos Health Claimants Committee and the Trade Creditors Committee (collectively with the Debtors, the "Plan Proponents"). The Court having considered the Motion, the arguments of counsel regarding the merits of the Motion, the record in the case and being otherwise duly advised in the premises, finds that this Court, pursuant to 28 U.S.C. §§ 157 and 1334, has exclusive jurisdiction of all of the property of the Debtors, wherever located, that sufficient grounds exist to extend the Order Granting Emergency Motion For Determination Of Applicability Of § 362 Stay To Pending Matters Or, In The Alternative, For Extension Of § 362 Stay To Pending Matters (the "Section 105 Stay"), and that this Court, pursuant to 11 U.S.C. §§ 105 and 362, may issue any order, process or judgment as may be necessary or appropriate to carry out the provisions of the Bankruptcy Code, and sufficient cause

appearing therefor as set forth in this Court's ruling on the record at the hearing on May 29, 1997, which ruling is incorporated herein by reference, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is hereby granted in its entirety except as set forth in paragraph 8 below.

2. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Modified Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for The Celotex Corporation and Carey Canada Inc. (the "Plan").

3. The Section 105 Stay is hereby extended to preserve the status quo and to protect the Debtors, the Trust and the other Covered Parties (as defined below).

4. All persons (including individuals, partnerships and corporations, and all those acting for or on their behalf), and all governmental units (including the United States of America and any State, Commonwealth, District, Territory, municipality, department, agency or instrumentality of the United States, a State, a Commonwealth, a District, a Territory, a municipality, a foreign state, or other foreign or domestic governments), and all those acting for or on their behalf, and all of the entities identified on the attached list (Attachment A), and all other entities (collectively, "Entities") are hereby stayed, restrained and enjoined from:

a. Commencing or continuing, including issuing or employing process, any judicial, administrative or other proceeding against any of the Plan Proponents, Reorganized Celotex, Reorganized Carey Canada, the Trust, the Trust Advisory Committee, the Property Damage Claims Administrator and the Property Damage Advisory Committee (the "Covered Parties") that was or could have been commenced against the Debtors either before or after the commencement of the Debtors' Chapter 11 cases and before the Effective Date, or recovering a claim against any of the Covered Parties that arose either before or after the commencement of the Debtors' Chapter 11 cases and before the Effective Date;

b. Enforcing, against any of the Covered Parties or against property of any of the Covered Parties, a judgment obtained against the Debtors either before or after the commencement of the Chapter 11 cases and before the Effective Date;

c. Taking any act to obtain possession of property of any of the Covered Parties or of property from any of the Covered Parties;

d. Taking any act to create, perfect or enforce any lien against property of any of the Covered Parties;

e. Taking any act to create, perfect or enforce against property of any of the Covered Parties, any lien to the extent that such lien secures a claim that arose either before or after the commencement of the Debtors' Chapter 11 cases and before the Effective Date;

f. Taking any act against the Covered Parties to collect, assess, or recover a claim against the Debtors that arose either before or after the commencement of the Chapter 11 cases and before the Effective Date; and

g. Offsetting any debt owing to any of the Covered Parties which arose and was owing to the Debtors either before or after the commencement of the Chapter 11 cases and before the Effective Date against any claim against any of the Covered Parties.

5. Notwithstanding any exceptions or limitations to the automatic stay contained in 11 U.S.C. § 362(b), all Entities are hereby jointly and severally stayed, restrained and enjoined from commencing or continuing any judicial, adminis-

trative or other proceeding involving any of the Covered Parties regardless of (a) who initiated the proceeding, (b) whether the matter is on appeal and a supersedeas bond has been posted by the Debtors or (c) the appellant in an appeal is one of the Covered Parties.

6. Except as otherwise provided in paragraph 8 below, on request of a party in interest, and after not less than thirty (30) days' written notice to the attorneys for the Covered Parties, and after a hearing, this Court may consider granting relief from the restraints imposed herein in the event that it be deemed necessary, appropriate and warranted to so terminate, annul, modify or condition the injunctive relief granted herein.

7. The automatic stay of 11 U.S.C. § 362 and as extended by this Order operates to stay the continuation of pending matters only as against the Covered Parties and does not operate to stay the continuation of such matters as against any other named defendant therein unless proceedings under the Bankruptcy Code have been commenced by or against such other named defendant.

8. Except as otherwise provided in this paragraph 8, the injunctive relief granted herein shall not be terminated, annulled, modified or conditioned without further order of this Court. With respect to the following matters, Dana v. Fireman's Fund, et al. and Celotex v. Dana, Consolidated Case Nos. 83-CV1153, 85-CV7090 and 85-CV7491, and Dana v. Fireman's Fund, Case Nos. 88-3431 and 88-3484, the injunctive relief granted herein shall expire at 11:59 p.m. on August 1, 1997; provided, however, that the Trust may file a motion with this Court on or before August 1, 1997 for an extension of the injunctive relief granted herein, in

which case the injunctive relief granted herein shall not expire until this Court enters a final order regarding such motion.

9. The injunctive relief granted herein shall have no effect upon the resolution or payment of Claims before the Bankruptcy Court or under the CRP (as defined in the Trust Agreement) pursuant to the Plan.

10. The injunctive relief granted herein is in addition to and does not in any way limit the effect of the Discharge Injunction, the Supplemental Injunction, the Third Party Injunction, the VPSA Injunction, the Insurance Adversary Proceeding Injunction and all other stays and injunctions entered by this Court and shall not be construed or interpreted to limit in any way the purpose, scope or effect of any prior stays and injunctions entered by this Court or created by operation of the Bankruptcy Code.

11. The injunctive relief granted herein shall have no effect upon any party, or with respect to any matter, previously enjoined or stayed pursuant to an order of this Court or by operation of 11 U.S.C. § 362 and as to which and to the extent that this Court has modified such injunction or stay.

DONE AND ORDERED at Tampa, Florida, on JUN 25 1997, 1997.

Thomas E. Baynes, Jr.
United States Bankruptcy Judge

cc: The Debtors
Jeffrey W. Warren, Esquire
Confirmation Service List by Counsel for the Debtors

ATTACHMENT A

Aetna v. CX/JWC, Case No. 207984

American Home Assurance Co. v. CCI/CX/JWC, Case No. 84-15920-13

American Ins. v. Celotex, Case No. C85-7997

American Motorists and Lumbermens v. Rapid-American/Celotex/JWC/CCI, Case No. 85-CIV-3513-JES

CCI v. Continental Casualty Co., Case No. 87-12162

CCI v. Columbia Casualty Co., et al., Case No. 89-7266 and Consolidated Case No. 89-7267

CX/JWC v. FIGA, Case No. 88-6307

Carey Canada v. International Ins., Case No. 88-2167

Celotex v. Aetna, Case No. 79-5885

Celotex v. The Home Ins. Co., Case No. 89-1639

Celotex v. Cal. Union, Case No. 4430-83

Celotex/CCI v. Cal. Union, Case No. 83-1105/86-1142

Celotex/CCI v. Aetna and CCI v. Cal. Union, Case Nos. 84-3113/85-1640

Celotex v. Aetna, Case No. CA1-2024-84

Celotex v. Dana, Case No. 84-1694-CIV-T-13

Celotex v. American Insurance Co., Case No. 598646-0

Celotex v. Cal. Union, Case No. 88-CA-07246

Celotex v. National Union Fire Ins., Case No. 88-CA-07248

Celotex v. American Home Assurance, Case No. 88-1331-CIV-T-17C

Celotex/CCI v. AIU, et al., Case No. 89C-JN-167

Celotex/CCI v. AIU, Case No. CJ-89-03041

Celotex/CCI v. First State Insurance Co., Case No. 90-111-7

Dana v. Fireman's Fund, et al. and Celotex v. Dana, Consolidated Case Nos. 83-1153, 85-7090 and 85-7491

Dana v. Fireman's Fund, Case Nos. 88-3431 and 88-3484

Dana v. Fireman's Fund, Case No. 604548-9

Eric Re-Insurance Company v. Celotex, Case No. 89-CH-05674

FIGA v. CX, Case No. 88-07996-DF

FIGA v. JWC, Case No. 88-12810-CA-21

FIGA v. CCI, Case No. 88-0551-CIV-WMH

Highlands Ins. Co. v. Celotex, Case No. 89-2258

Home v. Celotex and CCI, Case No. 89-1764

Zurich v. Celotex, Case No. 88-CH-5116

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

Chapter 11

THE CELOTEX CORPORATION and
CAREY CANADA INC.,

Debtors.

Consolidated Case Nos.:
90-10016-8B1
90-10017-8B1

ORDER CONFIRMING THE PLAN OF REORGANIZATION FOR
THE CELOTEX CORPORATION AND CAREY CANADA, INC.

The Confirmation Hearing[1] to consider confirmation of the Plan commenced on November 18, 1996 and concluded on December 5, 1996. The Court has considered (i) all of the testimony presented and evidence admitted at the Confirmation Hearing; (ii) the papers and pleadings on file in the Reorganization Cases, including, but not limited to, any adversary proceedings relating to the Reorganization Cases and (iii) the law of the case. Following the Confirmation Hearing and in conjunction with this Order, the Court entered its Findings and Conclusions.

Based upon the foregoing and the Findings and Conclusions, along with all other rulings by this Court made in connection with the Confirmation Hearing, it is hereby ORDERED:

[1] Capitalized terms used in this Order shall have the meanings ascribed to them in the Plan, unless otherwise indicated or defined in the accompanying Findings Of Fact And Conclusions Of Law Regarding The Modified Joint Plan Of Reorganization Under Chapter 11 Of The United States Bankruptcy Code For The Celotex Corporation And Carey Canada Inc. (the "Findings and Conclusions") or herein. Any capitalized term used in this Order that is not defined herein, in the Findings and Conclusions or in the Plan, but that is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to such term in the Bankruptcy Code or the Bankruptcy Rules. Such [illegible] applicable to both the singular and the plural forms of such

A. General Decrees And Implementation

1. The Plan is hereby confirmed in its entirety, and each and every provision contained therein is hereby approved in its entirety.

2. All objections to Confirmation of the Plan, other than those withdrawn in writing prior to, or on the record at, the Confirmation Hearing, and other than those in respect of which the Bankruptcy Court made rulings during the Confirmation Hearing, are overruled.

The Court overrules the objection of Rapid-American specifically based on the following grounds. Notwithstanding Rapid-American's argument regarding the unfair treatment of its claim under the Plan, all the evidence introduced by Plan Proponents at the confirmation hearing establishes the Plan meets the best interest of creditors requirement under 11 U.S.C. § 1129(a)(7). Further, the Court finds treatment of Rapid-American as a codebtor under the provisions of 11 U.S.C. §§ 502, 509, & 510 is appropriate. The Court adopts the reasoning of In re Amatex Corp., 110 B.R. 168 (Bankr. E.D. Pa. 1990), in its entirety to support this decision.[2]

3. Consistent with the Plan, the following agreements and documents, and all amendments, modifications and supplements thereto (which agreements and documents shall be substantially in the respective forms attached as Exhibits to the Plan), including, without limitation, all annexes, exhibits and schedules thereto, and all terms and conditions thereof, are hereby approved:

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[2] See 3 David G. Epstein, et al., Bankruptcy § 11-4, at 82 (1992); 1 Robert E. Ginsberg & Robert D. Martin, Bankruptcy: Text, Statutes, Rules § 10.08[m] (3d ed. 1992)

Exhibit	Name of Document
1.	Asbestos Settlement Trust Agreement
2.	Executory Contracts and Unexpired Leases Assumed by the Debtors
3.	Restated Certificate of Incorporation of The Celotex Corporation
4.	Bylaws of The Celotex Corporation
7.	Celotex Long-Term Incentive Plan
9.	Job Elimination Allowance Plan
10.	Celotex Supplemental Retirement Plan
12.	Claims Agreement

4. Consistent with the Plan, the following agreements and documents, and all amendments, modifications and supplements thereto (which agreements and documents shall be substantially in the respective forms admitted into evidence at the Confirmation Hearing), including, without limitation, all annexes, exhibits and schedules thereto, and all terms and conditions thereof, are hereby approved:

Exhibit	Name of Document
PP-A-179	Insurance Cooperation Agreement
PP-A-180	JWC Stock Purchase Agreement
PP-A-181	Asset Purchase Agreement Between The Celotex Corporation and Center for Applied Engineering, Inc.
PP-A-182	Asset Purchase Agreement Between The Celotex Corporation and Jim Walter Corporation
PP-A-183	Asset Purchase Agreement Between The Celotex Corporation and Jim Walter International Corporation
PP-A-184	Promissory Note ($50 million) and Promissory Note ($150 million)
PP-A-185	Tax Cooperation and Indemnification Agreement
PP-A-186	Agreement Regarding Disputed Claims
PP-A-187	Executive Employment Agreement
PP-A-188	Executive Severance Agreement
PP-A-189	Agreement

5. All authorized transactions effected by the Debtors during the period from the Petition Date through and including the Effective Date are hereby approved, ratified and confirmed.

6. The Debtors, Reorganized Celotex, Reorganized Carey Canada, the Trust, and their respective officers, directors, Trustees, agents, representatives, and attorneys, and each other Entity having duties or responsibilities under the Plan or this Order (collectively, the "Implementing Parties") are hereby authorized and empowered to carry out all of the provisions of the Plan and this Order. The Implementing Parties are authorized and empowered to, among other things: issue, execute, deliver, file, or record, as appropriate, the Plan Documents; take any action contemplated by the Plan or this Order; and issue, execute, deliver, file, or record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents, and perform such other acts, as they deem consistent with and necessary or appropriate to implement, effectuate and consummate the Plan and this Order and the transactions contemplated thereby and hereby, including, but not limited to, the Plan Transactions, all without further application to, or order of, the Court or further action by their respective directors, stockholders, Trustees or beneficiaries, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, Trustees or beneficiaries of such Entities. The Secretary or any Assistant Secretary of each Debtor, Reorganized Celotex and Reorganized Carey Canada is authorized to certify or attest to any of the foregoing actions.

7. The Implementing Parties are further hereby authorized and empowered to (a) cause to be filed with the Secretary of State or other applicable officials of any applicable Governmental Units any and all certificates, agreements, or plans of merger,

dissolution, liquidation, or amendment consistent with and necessary or appropriate to implement the Plan Transactions, the Plan Documents and this Order and (b) amend and restate certificates or articles of incorporation, letters patent and by-laws or certificates or articles of amendment and take all such other actions, filings, or cause recordings to be made, as may be required under appropriate provisions of the applicable laws of all applicable Governmental Units. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such Implementing Party to so act. This Order constitutes all authority, if any, required by the General Corporation Law of the State of Delaware or the Province of Quebec, as applicable, and all other applicable business corporation, trust, and other laws of the applicable Governmental Units with respect to the implementation and consummation of the Plan.

8. The Implementing Parties are hereby authorized and empowered to execute and deliver, and the initial Trustees are hereby authorized and empowered to execute and receive, the Trust Agreement and the Trust Documents.

9. All matters provided for under the Plan involving the corporate structure of the Debtors, Reorganized Celotex or Reorganized Carey Canada, or any corporate action to be taken by, or required of the Debtors, Reorganized Celotex or Reorganized Carey Canada, shall be deemed to have occurred and be effective as provided in the Plan, and shall be authorized and approved in all respects without any requirement for further action by the stockholders or directors of any of such entities. Upon the Confirmation Date, and until the Trust as shareholder shall have elected members of the board of directors of Reorganized Celotex, the board of directors of Celotex shall be composed of three directors. These three directors of Celotex upon the Confirmation Date shall be Dennis M. Ross, Walter F. Johnsey and William B. Long. Mr. Ross, Mr. Johnsey and Mr. Long

shall serve until replaced by order of the Bankruptcy Court, shareholder action or the election of a board of directors by the Trust as shareholder, whichever is first. Further, the shareholder(s) of Celotex and the Plan Proponents may agree prior to the Effective Date that Jasper will elect Mr. Ross as the sole director to serve until replaced by order of the Bankruptcy Court or the election of a board of directors by the Trust, whichever is first. The corporate charter and bylaws of Celotex shall be amended to permit the board of directors to be composed of a sole director as soon as practicable following the Confirmation Date. Also upon the Confirmation Date, and until the Trust as shareholder shall have elected members of the board of directors of Reorganized Carey Canada, the board of directors of Carey Canada shall be composed of two directors. These two directors of Carey Canada upon the Confirmation Date shall be Jean Paul Bolduc and Jacques Plante. Mr. Bolduc and Mr. Plante shall serve until replaced by order of the Bankruptcy Court or the election of a board of directors by the Trust as shareholder, whichever is first.

10. Except as otherwise expressly provided in the Plan, effective on the Effective Date, Reorganized Celotex and Reorganized Carey Canada shall each be vested with all of the assets and property of their respective former Estate, free and clear of all Claims, Liens, charges and other interests of holders of Claims or Interests and may each operate its business free of any restrictions imposed by the Bankruptcy Code or by the Bankruptcy Court.

11. Except for those actions which may be compromised and settled or transferred to the Trust pursuant to the Plan and this Order, all actions by either or both of the Debtors shall be preserved and retained by the respective Debtors for enforcement subsequent to the Confirmation of the Plan, and on the Effective Date, such actions shall be assigned to, and vested in, the applicable Reorganized Debtor, which shall be deemed to be a

"representative" of the Estates of Celotex or Carey Canada as the case may be, without any further action by the Debtors, Reorganized Celotex, Reorganized Carey Canada, the Trust or the Court.

12. Pursuant to Section 1146(c) of the Bankruptcy Code: (a) the issuance, distribution, transfer or exchange of Reorganized Celotex Common Stock and Reorganized Carey Canada Common Stock; (b) the creation, modification, assignment, consolidation, filing or recording of any mortgage, deed of trust, security agreement or similar instrument; (c) the securing of additional indebtedness by such means or by other means or the additional securing of existing indebtedness by such means or by other means (whether in connection with the execution and delivery of the Trust Agreement, the Financial Accommodations or otherwise, in furtherance of, or in connection with, the Plan); (d) the creation, modification, assignment, delivery, filing or recording of any lease or sublease; or (e) the creation, modification, assignment, delivery, filing or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, any other agreements or certificates of merger, consolidation, dissolution or liquidation, deeds, bills of sale, assignments or other instruments of transfer executed in connection with the Plan or this Order, or any transactions arising out of, contemplated by or in any way related to the foregoing, whether occurring on or after the Effective Date, shall not be subject to any document recording tax, stamp tax or stamp act, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or any other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall be, and hereby are, directed to forego the collection of any such taxes or governmental assessments and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such taxes or governmental assessments.

B. The Trust

13. On the Confirmation Date, the Trust shall be established in accordance with the Trust Documents. On the Effective Date, all Trust Assets shall be, automatically and without further act or deed, transferred to, vested in and assumed by the Trust, subject to the notification requirements contained in Articles 11.6, 11.7, 11.8 and 11.9 of the Plan; provided, however, that to the extent that certain Trust Assets, because of their nature or because they will accrue subsequent to the Effective Date, cannot be transferred to, vested in and assumed by the Trust on the Effective Date, such Trust Assets shall be, automatically and without further act or deed, transferred to, vested in and assumed by the Trust as soon as practicable after the Effective Date; and, further provided, that the common stock or assets of JWC and the other Consolidated Affiliates will be transferred pursuant to the terms of the JWC Stock Purchase Agreement or any applicable Affiliate Asset Purchase Agreement. The Trust and the Trustees are hereby authorized and empowered to receive the Trust Assets.

14. The Trust shall assume sole responsibility and liability for all Asbestos Claims, including, but not limited to, Indirect Asbestos Claims, against the Debtors, Reorganized Celotex, Reorganized Carey Canada and their respective Estates, Affiliates and subsidiaries and such Claims shall be liabilities solely of the Trust and shall be paid solely by the Trust.

15. No Entity shall be permitted to execute against or receive distributions from the Trust except in accordance with the terms of the Trust Documents and the Plan.

16. Except as otherwise expressly provided in the Plan and this Order, the transfer to, vesting in and assumption by the Trust of the Trust Assets as contemplated by the Plan and this Order shall discharge, release and extinguish all obligations and liabilities of the Released Parties and their respective estates, affiliates and subsidiaries, for or in respect of

all Asbestos Claims, including, but not limited to, all Indirect Asbestos Claims, against the Debtors, Reorganized Celotex, Reorganized Carey Canada and their respective Estates, Affiliates and subsidiaries.

17. The appointment of the initial Trustees of the Trust and the initial members of the Trust Advisory Committee and the PD Advisory Committee, as well as the Property Damage Claims Administrator, the Legal Representative, and the Representative Indirect Asbestos Claimant, as of the Confirmation Date, shall be, and hereby is, approved. Each Trustee, the Trust Advisory Committee, the PD Advisory Committee, the Property Damage Claims Administrator, the Legal Representative and the Representative Indirect Asbestos Claimant shall be, and hereby is deemed to be, a "party in interest" on and after the Effective Date within the meaning of Section 1109(b) of the Bankruptcy Code.

18. After the Effective Date, the rights, duties and responsibilities of the Legal Representative shall be as set forth in the Trust Agreement.

19. The Trust shall pay all Trust Expenses. Neither the Plan Proponents, Reorganized Celotex nor Reorganized Carey Canada shall have any obligation to pay any Trust Expenses.

20. As of such date subsequent to the Effective Date on which the Trustees shall confirm in writing that the Trust is in a position to assume such responsibility, the Trust is authorized and empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the Trust, including Asbestos Insurance Actions, Supersedeas Bond Actions, Indirect Asbestos Claims, actions with respect to Wellington Claims and actions against Dana, Allied or Rapid-American. The Trust is authorized and empowered to initiate, prosecute, defend and resolve all such actions in the name of Celotex or Carey Canada if deemed necessary or appropriate by the Trust.

21. The transfer of the Dana Indemnification Rights as described in Section 11.8 of the Plan and in Section IV.A.20 of the Asbestos Property Damage Claims Resolution Procedures is approved and authorized. However, in no way is this transfer a determination of any rights under said indemnification agreement.

22. The Debtors' and the Released Parties' discharge and release from all Claims as provided herein shall neither diminish nor impair the enforceability of any of the Asbestos Insurance Policies or the indemnity and other rights against Dana. The Trust is, and shall be deemed to be, for all purposes, including, but not limited to, for purposes of insurance and indemnity, the successor to Celotex and Carey Canada in respect of Asbestos Claims. An Allowed Asbestos Claim shall be, and be deemed to be, a judgment against the Trust (as successor for all purposes to the liabilities of Celotex and Carey Canada in respect of Asbestos Claims) in the Allowed Amount of such Allowed Asbestos Claim.

C. Discharge, Releases And Injunctions

1. The Discharge

23. Except as otherwise expressly provided in the Plan, on the Effective Date, Confirmation shall (a) discharge the Debtors, Reorganized Celotex, Reorganized Carey Canada and the Trust from any and all Claims including any Claim of a kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of claim based on such Claim was filed or deemed filed under Section 501 of the Bankruptcy Code, or such Claim was listed on the Schedules of either Debtor, (ii) such Claim is or was Allowed under Section 502 of the Bankruptcy Code, or (iii) the holder of such Claim has voted on or accepted the Plan and (b) terminate all rights and interests of holders of Interests in respect of the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust. Except as

otherwise expressly provided in the Plan to the contrary, the rights that are provided in the Plan shall be in complete settlement, satisfaction, release and discharge of and shall terminate and extinguish (x) all Claims against, Liens on and Interests in the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust or the assets and properties of the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust, (y) all causes of action, whether known or unknown, either directly or derivatively through the Debtors, Reorganized Celotex or Reorganized Carey Canada against the Released Parties or the VPSA Released Parties based on the same subject matter as any of the Claims, Liens or Interests described in subpart (x) of Article 10.1 of the Plan and (z) all claims and causes of action of the Debtors, Reorganized Celotex and Reorganized Carey Canada, whether known or unknown, against the Released Parties and the VPSA Released Parties. Except as otherwise expressly provided in the Plan, any Entity accepting any distributions or rights pursuant to the Plan shall be presumed conclusively to have released the Released Parties and the VPSA Released Parties from any cause of action based on the same subject matter as the Claim or Interest on which the distribution or right is received.

24. Except as otherwise expressly provided in the Plan to the contrary, the satisfaction, release and discharge set forth in Article 10.1 of the Plan shall also operate as an injunction prohibiting and enjoining the commencement or continuation of any action, the employment of process or any act to collect, recover from or offset (a) any Claim against or Interest in the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust by any Entity and (b) any cause of action, whether known or unknown, against the Released Parties or the VPSA Released Parties based on the same subject matter as any Claim or Interest described in subpart (a) of Article 10.2 of the Plan and subpart (a) of this paragraph.

25. On and after the Effective Date, the Debtors shall be fully and finally discharged of any liability or obligation on a disallowed Claim or a disallowed Interest, and any order creating a disallowed Claim or a disallowed Interest which 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. This Order, except as otherwise expressly provided herein, shall constitute an order: (a) disallowing all Claims (other than Asbestos Claims) and Interests to the extent such Claims and Interests are not allowable under any provision of Section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims and Interests, and Claims for unmatured interest and (b) except as the Trust Documents may otherwise expressly provide with respect to Bonded Asbestos Personal Injury Claims, disallowing or subordinating, as the case may be, any Claims for penalties or punitive damages or any other damages not constituting compensatory damages.

2. The Supplemental Injunction

26. In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement the injunctive effect of the discharge provided by the Bankruptcy Code and the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Court under Sections 524(g) and 105(a) of the Bankruptcy Code, all Entities which have held or asserted, which hold or assert or which may in the future hold or assert any claim, demand or cause of action (including, but not limited to, any Asbestos Claim, or any claim or demand for or respecting any Trust Expense) against the Released Parties (or any of them) based upon, relating to, arising out of, or in any way connected with

any Claim, whenever and wherever arising or asserted (including, but not limited to, all thereof in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty) or Interest shall be permanently 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, cause of action or Interest, including, but not limited to:

(a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such claim, demand, cause of action or Interest against any of the Released Parties, or against the property of any Released Party with respect to any such claim, demand, cause of action or Interest;

(b) enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any of the Released Parties or against the property of any Released Party with respect to any such claim, demand, cause of action or Interest;

(c) creating, perfecting or enforcing any Lien of any kind against any Released Party or the property of any Released Party with respect to any such claim, demand, cause of action or Interest;

(d) except as otherwise expressly provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due any Released Party or against the property of any Released Party with respect to any such claim, demand, cause of action or Interest; and

(e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Plan Documents or the [illegible] Interest

27. Released Party means each of (a) the Debtors, Reorganized Celotex, Reorganized Carey Canada and the Consolidated Affiliates, any of their respective successors or assigns and each of their present and former directors, officers, agents, attorneys, accountants, financial advisors, investment bankers and employees, (b) the Official Committees, their members and representatives, and the Legal Representative, (c) the professionals or experts retained by any of the Debtors, the Official Committees or the Legal Representative, (d) the designated representative (as defined in Section 7.1 of the Settlement Agreement), (e) the Veil Piercing Claimants' Representative (as defined in the VPSA), (f) the Settling Asbestos Insurance Companies named in this Order (but only to the extent such Settling Asbestos Insurance Companies specifically contracted (i) to obtain the benefits of the Supplemental Injunction or (ii) to be a Released Party), (g) the Jasper Parties and the Drummond Interests and (h) each contributor of funds, proceeds or other consideration under a Predecessor Settlement Agreement, including Allied; provided, however, that except to the extent any of them qualify under subsection (h), Dana and Rapid-American are not Released Parties. The Settling Asbestos Insurance Companies are identified in paragraph 32 of this Order.

28. Notwithstanding anything to the contrary, the Supplemental Injunction shall not impair:

(a) the rights of Entities to assert any claim (including, but not limited to, any Claim), demand, debt, obligation or liability against (i) Dana, or (ii) Rapid-American;

(b) the rights of Entities to the treatment accorded them under Articles 2 and 4 of the Plan, as applicable, including the rights of Entities with Asbestos

Claims to assert such Asbestos Claims solely against the Trust in accordance with the Asbestos Claims Resolution Procedures;

(c) the rights of Entities to assert any Claim, debt, obligation or liability for payment of Trust Expenses solely against the Trust;

(d) the rights of the Trust, Reorganized Celotex or Reorganized Carey Canada to prosecute any Asbestos Insurance Action;

(e) the rights of the Bond Sureties/Insurers set forth in Articles 5.2 and 11.7 of the Plan; or

(f) the rights of Entities to assert any Claim, debt, obligation or liability for payment against an Asbestos Insurance Company that is not a Released Party unless otherwise enjoined by order of the Court.

3. The Third Party Injunction

29. In order to preserve and promote the settlements contemplated by and provided for in the Plan and agreements previously approved by the Bankruptcy Court and pursuant to the exercise of the equitable jurisdiction and power of the Court under Sections 524(g) and 105(a) of the Bankruptcy Code, all Entities which have held or asserted, which hold or assert or which may in the future hold or assert any claim or demand (including, but not limited to, any Asbestos Claim, or any claim or demand for or respecting any Trust Expense), against the Protected Parties (or any one of them) based upon, relating to, arising out of, or in any way connected with any Asbestos Claim (a "Third Party Claim") shall be permanently stayed, restrained and enjoined, from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments or recovery with respect to any such Third Party Claim, including, but not limited to:

(a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Third Party Claim against any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim;

(b) enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim;

(c) creating, perfecting or enforcing any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any such Third Party Claim;

(d) commencing any action or other proceeding of any kind or enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order, with respect to any such Third Party Claim against a Protected Party that pursuant to the Plan or after the Confirmation Date makes a loan to any of the Released Parties, or creating, perfecting, enforcing, attaching, recovering, upsetting or impairing any Lien made in connection with such loan by reason of any such Third Party Claim;

(e) except as otherwise expressly provided in the Plan, asserting or accomplishing any setoff, right of subrogation or contribution or recoupment of any kind against any obligation due any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim; and

(f) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Plan Documents or the Trust Documents relating to such Third Party Claim.

30. Protected Party means any of the following parties:

(a) the Debtors, Reorganized Celotex, Reorganized Carey Canada, the Consolidated Affiliates, the Official Committees and the Legal Representative, and any of their post-Confirmation Date officers, directors, agents, employees, members, representatives, advisors, financial advisors, accountants and attorneys;

(b) the Trust, and any of its Trustees, officers, directors, agents, employees, representatives, advisors, financial advisors, accountants and attorneys;

(c) any Entity that, pursuant to the Plan or after the Confirmation Date, becomes a direct or indirect transferee of, or successor to, any assets of the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust, provided, however, that this subsection (c) shall not render an Entity a Protected Party solely by reason of such Entity's receipt of a transfer or distribution (i) pursuant to the Plan on account of a Claim or Interest or (ii) after the reorganization of the Debtors on account of a claim, demand or interest;

(d) any Entity that, pursuant to the Plan or after the Confirmation Date, makes a loan to the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust or to a successor to, or transferee of, any assets of the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust to the extent that liability is asserted to exist by reason of such lending relationship or to the extent any Lien created in connection with such a loan is sought to be challenged or impaired;

(e) as determined by this Court, any other Entity that is alleged to be co-liable with the Debtors and provides value to the Debtors or the Trust or any of the respective successors or assigns thereof; and

(f) each Settling Asbestos Insurance Company named in this Order and each contributor of funds, proceeds or other consideration under a Predecessor Settlement Agreement, including Allied; provided, however, except to the extent any of them

qualify under this subsection--subsection (f)--Dana and Rapid-American are not Protected Parties.

31. Notwithstanding anything to the contrary stated herein, the Third Party Injunction shall not impair:

(a) the rights of Entities to assert any claim (including, but not limited to, any Claim), demand, debt, obligation or liability against (i) Dana or (ii) Rapid-American, except to the extent that such entity has executed and performed under a Predecessor Settlement Agreement;

(b) the rights of Entities with Asbestos Claims to assert such Asbestos Claims solely against the Trust in accordance with the Asbestos Claims Resolution Procedures;

(c) the rights of Entities to assert any Claim, debt, obligation or liability for payment of Trust Expenses solely against the Trust;

(d) the rights of the Trust, Reorganized Celotex or Reorganized Carey Canada to prosecute any Asbestos Insurance Action;

(e) the rights of the Bond Sureties/Insurers set forth in Articles 5.2 and 11.7 of the Plan; or

(f) the rights of Entities to assert any Claim, debt, obligation or liability for payment against an Asbestos Insurance Company that is not a Protected Party unless otherwise enjoined by order of the Court.

32. The following Entities are Settling Asbestos Insurance Companies: The Aetna Casualty & Surety Company ("Aetna"), AIU Insurance Company, American Home Assurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, Granite State Insurance Company, Employers Insurance of

Wausau, The Travelers Insurance Company and The Travelers Indemnity Company (collectively, "Travelers"), Continental Casualty Company and Transportation Insurance Company.

33. Each of the injunctions (including, but not limited to, the Injunctions) entered in favor of a Settling Asbestos Insurance Company by this Order is strictly limited in scope to those matters expressly resolved by the settlement agreement involving the Debtors and such insurer. Under no circumstances shall the Plan or this Order modify these settlement agreements.

4. *The Veil Piercing Settlement Injunction*

34. In order to preserve and promote the settlements contemplated by and provided for in the Plan, including the VPSA, and pursuant to the VPSA and the exercise of the equitable jurisdiction and power of the Court under Sections 524(g) and 105(a) of the Bankruptcy Code, this Order shall:

(a) enjoin forever all Entities from taking any legal action against any of the VPSA Released Parties for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery with respect to any Claim or Interest addressed by the Plan, including without limitation, any Asbestos Claim;

(b) bar forever any action against any of the VPSA Released Parties which alleges or seeks in any way to establish that such VPSA Released Party is directly or indirectly liable for Claims (including, without limitation, Asbestos Claims) against any of the Debtors by reason of such VPSA Released Party's:

(i) ownership of a financial interest in a Debtor, in a past or present Affiliate of a Debtor or in a predecessor in interest of a Debtor;

(ii) involvement in the management of a Debtor, of a past or present Affiliate of a Debtor or of a predecessor in interest of a Debtor;

(iii) service as an officer, director or employee of a Debtor, of a past or present Affiliate of a Debtor or of a predecessor in interest of a Debtor;

(iv) provision of insurance to a Debtor; or

(v) involvement in a transaction changing the corporate structure of, or in a loan, dividend, spinoff, acquisition, disposition or other financial transaction affecting the financial condition of, a Debtor or a "related party" (as defined in Section 524(g)(4)(A)(iii) of the Bankruptcy Code) of a Debtor, including, but not limited to, involvement in providing financing (debt or equity) or advice to an Entity involved in such a transaction, or acquiring or selling a financial interest in an Entity as part of such a transaction; and

(c) direct that all Asbestos Claims shall be forever channeled to and enforceable solely against the Trust.

35. VPSA Released Parties means those Entities listed in Part X of Appendix A of the VPSA.

36. Notwithstanding anything to the contrary stated herein, the Veil Piercing Settlement Injunction shall not impair:

(a) the rights of Entities to assert any claim (including, but not limited to, any Claim), demand, debt, obligation or liability against (i) Dana or (ii) Rapid-American, except to the extent that such entity has executed and performed under a Predecessor Settlement Agreement;

(b) the rights of Entities with Asbestos Claims to assert such Asbestos Claims solely against the Trust in accordance with the Asbestos Claims Resolution Procedures;

(c) the rights of Entities to assert any Claim, debt, obligation or liability for payment of Trust Expenses solely against the Trust;

(d) the rights of the Trust, Reorganized Celotex or Reorganized Carey Canada to prosecute any Asbestos Insurance Action; or

(e) the rights of the Bond Sureties/Insurers as set forth in the Plan, including Articles 5.2 and 11.7 of the Plan.

5. Continuation Of Prior Stays And Injunctions

37. All of the injunctions and/or automatic stays provided for in or in connection with the Reorganization Cases, whether pursuant to Section 105, Section 362 or any other provision of the Bankruptcy Code or other applicable law, in existence immediately prior to Confirmation shall remain in full force and effect until the Injunctions become effective, and thereafter if so provided by the Plan, this Order or by their own terms. Those injunctions contained in orders of the Bankruptcy Court approving settlements involving the Debtors and their insurance carriers prior to Confirmation shall continue in effect after Confirmation. These injunctions include the injunction contained in the order approving the settlement involving the Debtors and American Motorists Insurance Co. and Lumbermen's Mutual Casualty Co. entered on September 29, 1993, the injunction contained in the order approving the settlement involving the Debtors and Continental Casualty Company, Columbia Casualty Company and Transportation Insurance Company entered on August 17, 1995 and

[illegible] the Debtors and AIU

Insurance Company, American Home Assurance Company, Granite State Insurance Company, Lexington Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA entered on January 30, 1996. In addition, on and after Confirmation, the Plan Proponents may seek such further orders as they may deem necessary to preserve the status quo during the time between Confirmation and the Effective Date.

38. The Discharge Injunction, the VPSA Injunction, the Third Party Injunction and the Supplemental Injunction shall become effective on the Effective Date and shall continue in effect at all times thereafter.

39. *Notwithstanding anything to the contrary contained in the Plan*, all actions in the nature of those to be enjoined by the Injunctions shall be enjoined during the period between the Confirmation Date and the Effective Date.

6. Continuation Of The Supersedeas Bond Injunction

40. In order to preserve the Debtors' and the Trust's ability to obtain effective relief in connection with the avoidance and other claims that the Debtors have asserted in the Supersedeas Bond Adversary Proceeding, all outstanding injunctions entered by the Bankruptcy Court, pursuant to Section 105 of the Bankruptcy Code or otherwise, enjoining holders of Bonded Claims from seeking to proceed against any supersedeas bonds securing judgments against the Debtors or against any Bond Sureties/Insurers that provided or obtained such supersedeas bonds, except as otherwise expressly provided herein and except those as to which the Debtors, the Trustees and the holder of the applicable Bonded Claim shall have agreed otherwise with Bankruptcy Court approval, shall remain in full force and effect after the Confirmation Date; provided, however, that the Bankruptcy Court shall have authority by Final Order to vacate or modify any such injunction, except any permanent

injunction entered by Final Order. The Order Granting Debtors' Motion for Order Authorizing and Directing Transfer of Released Bond Proceeds to the Debtors by the Sureties, entered by the Bankruptcy Court and dated October 21, 1992, subject to further order of the Bankruptcy Court, shall remain in full force and effect after the Confirmation Date.

7. *Injunction Regarding Insurance Adversary Proceeding*

41. For the purpose of protecting the Bankruptcy Court's jurisdiction to determine the issues which are the subject of The Celotex Corporation v. AIU Insurance Company, et al., Adv. Proc. 91-40 (the "Insurance Adversary Proceeding"), an injunction (the "Jurisdictional Injunction") is hereby entered pursuant to Section 105 of the Bankruptcy Code enjoining all Entities from instituting any action against those insurers who remain active defendants in the Insurance Adversary Proceeding which seeks coverage for Asbestos Claims which are the subject of the Insurance Adversary Proceeding with respect to such insurer. It is contemplated that the Jurisdictional Injunction will be terminated at the request of any Entity as to a particular insurer when the Bankruptcy Court has entered a Final Order in the Insurance Adversary Proceeding with respect to the coverage issues involving such insurer. In addition, any Entity may apply to the Bankruptcy Court to vacate the Jurisdictional Injunction as to any insurer at an earlier date for cause shown. The Jurisdictional Injunction is in addition to those set forth herein and it is limited to the scope set forth in this paragraph. Further, nothing in the Plan, Trust, or this Order shall modify any of this Court's present or future rulings in the adversary proceeding. See Adv. Proc. No. 91-40.

8. The Jasper Releases

42. On the Effective Date, the Affiliate Action and the Equitable Subordination Action shall be deemed dismissed with prejudice without further action of the parties thereto and all causes of action asserted therein (by all parties thereto) shall be released and extinguished.

43. Except for the payments contemplated by Article 9.4 of the Plan and the duties and obligations set forth in the JWC Stock Purchase Agreement, the Tax Cooperation and Indemnification Agreement and the Claims Agreement, neither the Plan Proponents, the Asbestos Property Damage Claimants Committee, Reorganized Celotex, Reorganized Carey Canada or their respective officers, directors, stockholders, members, representatives, attorneys, accountants, financial advisors and agents, nor the Consolidated Affiliates, shall have any liability to any of the Jasper Parties or the Drummond Interests.

9. Exoneration

44. Except as otherwise expressly provided in the Plan, none of the Released Parties shall have or incur any liability to any Entity for any act or omission in connection with or arising out of the negotiation, formulation, preparation, dissemination, prosecution, confirmation, consummation, discussion, implementation or administration of the Plan, the Disclosure Statement, any contract, release, or other agreement or document created or entered into, the property to be distributed under the Plan, or any other action taken or omitted to be taken in connection with the Reorganization Cases or the Plan, except for gross negligence or willful misconduct, and in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

45. The Plan Proponents and the Asbestos Property Damage Claimants Committee and each of their respective employees, agents, and professionals, and all other Entities that participated in the formulation, negotiation, solicitation, approval, and confirmation of the Plan shall be and hereby are entitled to the rights, benefits and protections of Sections 1125(d) and 1125(e) of the Bankruptcy Code.

46. The Plan Proponents shall not be liable, on account of any solicitation of acceptances of the Plan, or participation in good faith and in compliance with the applicable provisions of Title 11, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale or purchase of securities pursuant to the express terms of Section 1125(e) of the Bankruptcy Code.

47. The Plan Proponents, the Asbestos Property Damage Claimants Committee, Reorganized Celotex, Reorganized Carey Canada, the designated representative (as defined in Section 7.1 of the Settlement Agreement) and the Veil Piercing Claimants' Representative (as defined in the VPSA) and their respective stockholders, directors, officers, agents, employees, members, attorneys, accountants, financial advisors and representatives shall not be liable other than for willful misconduct or gross negligence to any holder of a Claim or Interest or any other Entity with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken during the period from the Petition Date to the Effective Date in connection with: (a) the management or operation of the Debtors, Reorganized Celotex, or Reorganized Carey Canada, or the discharge of their duties under the Bankruptcy Code, (b) the implementation of any of the transactions provided for, or [illegible] any action taken in connection with either the enforcement of

the Debtors' rights against any Entities or the defense of Claims asserted against the Debtors with regard to the Reorganization Cases, (d) any action taken in the negotiation, formulation, development, proposal or implementation of the Plan or any previous plan proposed or filed in these Reorganization Cases, (e) any action taken in connection with the Debtors', or as successor to the Debtors, the Trust's, rights against Dana, including, without limitation, the provision of information to parties concerning Dana, Smith and Kanzler Company a/k/a Smith & Kanzler Company, Smith and Kanzler Corporation a/k/a Smith & Kanzler Corporation, Panacon Corporation or the Debtors' claims against Dana or the assignment of the S & K Claims (as defined in the Asbestos Property Damage Claims Resolution Procedures) in connection with any proceeding or action relating to the Reorganization Cases or as provided in the Plan or the Plan Documents or (f) the administration of the Plan or the Trust or the assets and property to be distributed pursuant to the Plan.

48. On the Effective Date, the Official Committees shall be dissolved and the members thereof released and discharged of and from all further authority, duties, responsibilities, liabilities and obligations related to or arising from the Reorganization Cases. On the Effective Date, all agents, employees, attorneys, accountants, financial advisors and representatives of the Official Committees shall be released and discharged of and from all further duties, responsibilities, liabilities and obligations related to or arising from the Reorganization Cases.

10. General Provisions

49. The satisfaction, release and discharge and the injunctions (including, but not limited to, the Injunctions) set forth herein shall not serve to satisfy, discharge, release or enjoin claims by the Trust, Reorganized Celotex, Reorganized Carey Canada, or

any other Entity, as the case may be, against (a)(1) Dana (including, but not limited to, the Dana Liabilities) or (2) Rapid-American, to the extent any such party has not executed and performed under a Predecessor Settlement Agreement, (b) the Trust for payment of Asbestos Claims in accordance with the Asbestos Claims Resolution Procedures, (c) the Trust for the payment of Trust Expenses or (d) any Asbestos Insurance Company that has not executed and performed under an Asbestos Insurance Settlement Agreement, unless expressly stated herein.

50. Except as otherwise expressly provided in the Plan, the Plan Proponents, Reorganized Celotex, and Reorganized Carey Canada do not, pursuant to the Plan or otherwise, assume, agree to perform, pay or indemnify creditors or otherwise have any responsibilities for any liabilities or obligations of the Debtors relating to or arising out of the operations of or assets of the Debtors, whether arising prior to, on or after the Confirmation Date. Except as otherwise expressly provided in the Plan or herein, neither the Plan Proponents, Reorganized Celotex, Reorganized Carey Canada nor the Trust is, or shall be, a successor to any of the Debtors by reason of any theory of law or equity, and none shall have any successor or transferee liability of any kind or character, except that Reorganized Celotex, Reorganized Carey Canada and the Trust shall assume the obligations specified in the Plan and this Order, and that the Trust may perform its indemnification obligations to Allied, Travelers and Aetna under the Allied Settlement Agreement (as defined herein) should such indemnification be required.

D. <u>JWC Acquisition</u>

51. If, by the Effective Date, the Bankruptcy Court has not ordered that the Rule 3020 deposit made by Jasper in contemplation of the Debtors' previous plan of reorganization be returned to Jasper, but instead has ordered or otherwise allowed such

deposit to remit to the Debtors' Estates or to the Trust, then, in addition to the payment described in Article 9.4(c) of the Plan, Jasper shall be paid such deposit and any interest on such deposit that has been remitted to the Debtors' Estates or to the Trust.

E. Environmental Claims

52. The releases and injunctions set forth herein and in Article 10 of the Plan shall not impair the rights or causes of action of the United States of America (the "United States") against nondebtor parties under applicable Environmental Laws, and such rights and causes of action shall not be discharged or otherwise adversely affected by the Plan or this Order.

53. Nothing in the Plan or this Order shall be construed as releasing or relieving any Entity of liability under any Environmental Law as the owner or operator of property owned or operated by such Entity after the date of entry of this Order, including, without limitation, (a) an Entity's liability pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601, et seq., with respect to the site known as the 2800 S. Sacramento Avenue Site, Chicago, Illinois, more particularly described in the Administrative Order by Consent Pursuant to Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9606(a) lodged by the United States Environmental Protection Agency (the "EPA"), Region V, Docket no. V-W-(97)-C-368 and (b) an Entity's liability with respect to the Celotex fiberboard plant in Sunbury, Pennsylvania pursuant to the Clean Air Act, 42 U.S.C. §§ 7401, et seq.

54. The Administrative Claims Bar Date described in Section 13.2 of the Plan shall not apply to any liability or obligation of the Debtors to the United States pursuant to any applicable Environmental Law. The United States may seek to enforce its rights against the Debtors in connection with alleged post-petition violations of any Environmental Law or any acts giving rise to alleged post-petition liabilities under any Environmental Law by the Debtors arising subsequent to the Petition Date in any court or agency of competent jurisdiction and such liability shall not be discharged by the Plan or this Order.

55. The Debtors' obligation to comply with the terms of the consent decree previously approved by the Bankruptcy Court between the Debtors and the United States in the matter styled, United States v. Iacavazi, any other consent decrees or consent orders entered by the Debtors and the United States on behalf of the EPA or the EPA directly, and the Order Authorizing Debtors to, Among Other Things, Compromise and Settle Disputed Environmental Claims Filed by the United States of America on Behalf of the United States Environmental Protection Agency, shall not be discharged or otherwise adversely affected by the Plan or this Order.

56. The liabilities and obligations of Celotex to Missouri Pacific Railroad Company ("Missouri Pacific") and to the State of Texas (to the extent any such liabilities or obligations exist) with respect to certain real estate located in San Antonio, Texas and described in that certain Settlement Agreement among Celotex, Missouri Pacific, and the State of Texas approved by order of the Bankruptcy Court dated June 7, 1996 (the "Missouri Pacific Settlement Agreement") arising under applicable Environmental Law or under the Prepetition Lease or the Post-petition Lease (as defined in the Missouri Pacific Settlement Agreement), shall be governed in accordance with the Missouri Pacific Settlement Agreement

F. Tax Claims

57. Unless a taxing authority has asserted a Claim against the Debtors before the bar date established therefor, no Claim of such authority shall be Allowed against the Debtors, Reorganized Celotex or Reorganized Carey Canada for taxes, penalties, interest, additions to tax or other charges arising out of the failure, if any, of the Debtors, the Consolidated Affiliates, the Jasper Parties or any other Entity to have paid tax or to have filed any tax return (including, but not limited to, any income tax return or franchise tax return) in or for any prior year or arising out of an audit of any return for a period before the Petition Date.

58. Prior to the Effective Date, JWC is enjoined from claiming a worthless stock loss for the outstanding preferred and common stock of Celotex, and the provisions of IRC § 382(g)(4)(d) are not applicable to Celotex.

G. Executory Contracts

59. Any unexpired lease or executory contract that has not been expressly assumed by the Debtors with the Bankruptcy Court's approval on or prior to the Confirmation Date shall, as of the Confirmation Date (subject to the occurrence of the Effective Date), be deemed to have been rejected by the Debtors unless there is pending before the Bankruptcy Court on the Confirmation Date a motion to assume such unexpired lease or executory contract.

60. Notwithstanding anything to the contrary set forth in Article 6.1 of the Plan, pursuant to Section 365 of the Bankruptcy Code, the rejection of the following executory contracts and unexpired leases is hereby approved: (a) all product warranties of the Debtors (including any obligation of the Debtors to pay any costs or expenses related to

such product warranties) which relate to asbestos or asbestos-related products that were made, mined, manufactured, produced, distributed, sold, marketed or supplied by the Debtors, whether or not the liabilities or obligations resulting thereunder constitute or will be treated as Asbestos Claims pursuant to the Plan; and (b) all product warranties of the Debtors (including any obligation to pay any costs or expenses related to such warranties), which relate to products no longer made, mined, manufactured, produced, distributed, sold, marketed or supplied by the Debtors.

61. The Bankruptcy Court shall determine the dollar amount, if any, of the Claim of any Entity seeking damages by reason of the rejection of any executory contract or unexpired lease; provided, however, that such Entity must file a Proof of Claim with the Bankruptcy Court before thirty calendar days following the Confirmation Date. To the extent any such Claim is Allowed by the Bankruptcy Court by Final Order, such Claim shall become, and shall be treated for all purposes under the Plan as, a Celotex Class 4 Claim or Carey Canada Class 4 Claim, or if the Claim is an Asbestos Claim, a Celotex Class 6 Claim, a Carey Canada Class 6 Claim, a Celotex Class 8 Claim or a Carey Canada Class 8 Claim, as the case may be, and the holder thereof shall receive distributions as a holder of an Allowed Claim in such Class or Classes pursuant to the Plan. The Plan shall constitute notice to Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of this bar date for filing a Proof of Claim in connection therewith. The Plan Proponents shall have no obligation to notify such Entities that Confirmation has occurred.

62. Notwithstanding subpart (a) of Article 6.1 of the Plan, the Debtors shall assume those executory contracts and unexpired leases listed on Exhibit 2 of the Plan (as such list was amended or supplemented up to and including the Confirmation Date), and the

Debtors shall likewise assume any unexpired lease or executory contract the Debtors entered into after the Petition Date to the extent such contract or lease is executory or unexpired, respectively, under Section 365 of the Bankruptcy Code.

63. Any obligations of the Debtors, pursuant to their respective corporate charters, letters patent and bylaws, or pursuant to law, to indemnify their respective directors, officers, agents, employees, attorneys, accountants, financial advisors and representatives, with respect to all present and future actions, suits and proceedings against the Debtors or any of such officers, directors, agents, employees, attorneys, accountants, financial advisors or representatives, based upon any act or omission related to service with, or for or on behalf of, the Debtors, shall not be discharged or impaired by Confirmation of the Plan, but shall be deemed and treated as executory contracts that are assumed by the applicable Debtor pursuant to the Plan and Section 365 of the Bankruptcy Code, except to the extent any such obligation has been released pursuant to the Plan. Accordingly, such indemnification obligations shall survive unaffected by the Plan and shall be performed and honored by Reorganized Celotex and Reorganized Carey Canada.

H. Administrative Claims Bar Date

64. The Administrative Claims Bar Date shall be the first Business Day after sixty days after the Effective Date or such other date as the Bankruptcy Court may order. Claimants holding Administrative Claims against the Debtors not paid on the Effective Date may submit a Request for Payment of Administrative Expense on or before such bar date. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 2002 and 3020(c) shall set forth such date and constitute notice of the Administrative Claims Bar Date. The Plan Proponents and any other party in interest shall have ninety days after

the Administrative Claims Bar Date to review and object to such Claims before a hearing for determination of such Administrative Claims is held by the Bankruptcy Court, provided that such ninety day period of review may be extended by the Bankruptcy Court upon the request of any of the Plan Proponents.

I. Corporate Governance; Compensation

65. This Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other documents, instruments or agreements, and any amendments or modifications thereto, any other acts referred to in or contemplated by the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

66. The Compensation Programs and other compensation arrangements for Reorganized Celotex's and Reorganized Carey Canada's key executives and employees as contemplated to exist at the Plan's Effective Date and the aggregate compensation afforded thereby (including salaries, annual incentive compensation, retention awards, long-term compensation, other compensation arrangements and the executive employment and severance agreements) shall be implemented by Reorganized Celotex on the Effective Date and shall be binding and effective for all purposes. Nothing in the Plan shall be construed to modify, supersede or reject any Employee Benefit Plan, all of which shall remain in full force and effect following Confirmation.

67. The consummation of the Plan shall not constitute a change of ownership or change in control, as such terms are used in any employment, severance or

termination agreement in effect on the Effective Date and to which either of the Debtors is a party or under any applicable law of any applicable Governmental Unit.

J. Jurisdiction

68. Until the Reorganization Cases are closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction that is permissible, including that necessary to ensure that the purposes and intent of the Plan are carried out. Except as otherwise expressly provided in the Plan, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against and Interests in the Debtors, and to adjudicate and enforce the Asbestos Insurance Actions, the Supersedeas Bond Actions, and all other causes of action which may exist by or on behalf of the Debtors.

69. Following Confirmation of the Plan, the administration of the Reorganization Cases will continue at least until the completion of the transfers contemplated to be accomplished on the Effective Date. Moreover, the Trust shall be subject to the continuing jurisdiction of the Bankruptcy Court in accordance with the requirements of Section 468B of the IRC and the regulations issued pursuant thereto. The Bankruptcy Court shall also retain jurisdiction for the purpose of classification of any Claim and the re-examination of Claims which have been Allowed for purposes of voting, and the determination of such objections as may be filed with the Bankruptcy Court with respect to any Claim. The failure by the Plan Proponents to object to, or examine, any Claim for the purposes of voting, shall not be deemed a waiver of the right of the Debtors, Reorganized Carey Canada, Reorganized Celotex or the Trust, as the case may be, to object to or re-examine such Claim in whole or part.

70. In addition to the foregoing, the Bankruptcy Court shall retain jurisdiction for the following specific purposes after Confirmation of the Plan:

(a) to modify the Plan after Confirmation, pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules;

(b) to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Plan, the Trust Documents (in the case of PD Amendments, with the consent or upon the motion of the Property Damage Claims Administrator) or this Order as may be necessary to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the Effective Date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

(c) to assure the performance by the Disbursing Agent and the Trust of their respective obligations to make distributions under the Plan;

(d) to enforce and interpret the terms and conditions of the Plan, the Plan Documents, and the Trust Documents;

(e) to enter such orders or judgments, including, but not limited to: (i) injunctions as are necessary to enforce the title, rights and powers of the Debtors, Reorganized Celotex, Reorganized Carey Canada and the Trust and as are necessary to enable holders of Claims to pursue their rights against any Entity that may be liable therefor pursuant to applicable law or otherwise, including, but not limited to, orders of the Court and (ii) confirming the allowance of Asbestos Claims by the Trust or the PDCA, as applicable;

(f) to hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the Debtors, Reorganized Celotex, Reorganized Carey Canada or the Trust arising

on or prior to the Effective Date, arising on account of transactions contemplated by the Plan, or relating to the period of administration of the Reorganization Cases;

(g) to hear and determine all applications for compensation of professionals and reimbursement of expenses under Sections 330, 331 or 503(b) of the Bankruptcy Code filed prior to the Effective Date and all requests for increases in the compensation of and bonuses to the PD Advisory Committee, the Trust Advisory Committee, the Property Damage Claims Administrator; the Legal Representative, and Trustees;

(h) to hear and determine any causes of action arising during the period from the Petition Date through the Effective Date, or in any way related to the Plan or the transactions contemplated hereby, against the Debtors, Reorganized Celotex, Reorganized Carey Canada, the Trust, the Trustees, the Official Committees or the Legal Representative and their respective officers, directors, stockholders, employees, members, attorneys, accountants, financial advisors, representatives and agents;

(i) to determine any and all motions pending as of Confirmation for the rejection, assumption or assignment of executory contracts or unexpired leases and the allowance of any Claim resulting therefrom;

(j) to determine such other matters and for such other purposes as may be provided in this Order;

(k) to consider and act on the compromise and settlement of any Claim against or Interest in the Debtors or their Estates;

(l) to determine all questions and disputes regarding title to the assets of the Debtors or their Estates or the Trust;

(m) to hear and determine the Asbestos Insurance Actions and the Supersedeas Bond Actions, to construe and take any action to enforce any Asbestos Insurance

Settlement Agreement or settlement of any Supersedeas Bond Action and the releases executed and exchanged in connection therewith, and to issue such orders as may be necessary for the execution, consummation and implementation of any Asbestos Insurance Settlement Agreement or settlement of any Supersedeas Bond Action, and to determine all questions and issues arising under or with respect to any Asbestos Insurance Settlement Agreement or settlement of any Supersedeas Bond Action;

(n) to hear and determine any other matters related hereto, including the implementation and enforcement of all orders entered by the Bankruptcy Court in these Reorganization Cases;

(o) to retain continuing jurisdiction with regard to the Trust sufficient to satisfy the requirements of Treas. Reg. Section 1.468B-1(c)(1); and

(p) to enter such orders as are necessary to implement and enforce the Injunctions and the other injunctions described herein.

K. Miscellaneous

71. The contested Administrative Claim of Glenn Hasenauer shall be paid, if and when Allowed, within ten days after a Final Order allowing such Claim, without regard to the Distribution Date set forth in the Plan.

72. The settlement agreement among the Debtors, JWC, Allied, Aetna and Travelers dated December 4, 1996 (the "Allied Settlement Agreement") shall constitute a Predecessor Settlement Agreement and an Asbestos Insurance Settlement Agreement. The releases and waivers of claims contained therein are hereby approved.

73. Any injunction or other protection afforded to JWC shall not be applicable to any claim by Aetna against JWC for the payment of retrospective premium

and/or deductible obligations arising out of a payment by Aetna under the Policies (as defined in the Settlement Agreement and Mutual Release by and between Aetna and the Debtors dated as of November 22, 1996) with respect to a claim against JWC, and Aetna shall not be able to assert a claim against JWC for the payment of retrospective premium and/or deductible obligations arising out of a payment by Aetna under the Policies with respect to a claim against an insured under the Policies other than JWC.

74. Except as otherwise expressly provided in the Plan or otherwise Allowed by Final Order of the Bankruptcy Court, no interest, penalty or late charge arising after the Petition Date shall be Allowed on any Claim or Interest.

75. No attorneys' fees, punitive damages, penalties, exemplary damages, or interest shall be paid with respect to any Claim or Interest except as Allowed by a Final Order of the Bankruptcy Court.

76. To the extent any Claim is estimated for any purpose other than for voting, then in no event shall such Claim be Allowed in an amount greater than the estimated amount.

77. Subject to the limitations provided in Section 553 of the Bankruptcy Code, the Debtors or the Trust, as applicable, may, but shall not be required to, setoff against any Claim and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever the Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such claim that the Debtors may have against such holder.

78. Notwithstanding anything to the contrary in the Plan or this Order, the Court has not ruled on, nor otherwise interpreted, the Dana Indemnification Rights.

79. In the event of a conflict between the terms or provisions of the Plan and the Plan Documents, the terms of the Plan shall control the Plan Documents.

80. Confirmation of the Plan, the Trust, or this Order will not affect any finding, ruling or opinion of the Bankruptcy Court in any adversary proceeding concerning the Debtors' rights to or coverage under one or more insurance policies or rights against any insurance company or other insurer or indemnitor.

81. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect and enforceability of such provision and such provision shall have the same validity, binding effect and enforceability as every other provision of the Plan.

82. In accordance with the Procedural Order, this Order shall be final for appeal purposes in accordance with Bankruptcy Rules 8001 through 8019, but effectiveness of this Order is stayed until such time as this Order has been issued and entered by the District Court and noted on the docket of the District Court; provided, however, that the automatic stay arising under 11 U.S.C. § 362 and all injunctions entered by the Bankruptcy Court prior to Confirmation shall remain in full force and effect until the Effective Date. Moreover, in accordance with the Procedural Order, upon entry of this Order by the Bankruptcy Court, a motion for leave to appeal pursuant to Bankruptcy Rules 8001 and 8003 is deemed granted by the District Court in favor of all parties in interest that have filed and prosecuted objections to Confirmation of the Plan.

83. Unless this Order is stayed pending appeal, its reversal or modification shall not affect the validity of the Plan, the Plan Documents, or any other agreement, document, instrument or action authorized by this Order or under the Plan as to the Debtors,

Reorganized Celotex, Reorganized Carey Canada, the Trust, or any other Entity acting in good faith, whether or not that Entity knows of the appeal.

84. Nothing herein shall alter or adversely affect Celotex's status as a self-insurer with respect of workers' compensation claims in Alabama, Florida, Illinois, Iowa, Kentucky, Louisiana, Michigan, Pennsylvania or Tennessee, or in any other state in which Celotex is a self-insurer with respect to workers' compensation claims or the procedures in place in such states with respect to the processing of workers' compensation claims.

L. Notice

85. Counsel for the Debtors shall serve forthwith copies of this Order, as entered by the Bankruptcy Court, on the Confirmation Service List established pursuant to prior orders of the Bankruptcy Court and file a Certificate of Compliance with the Clerk of the Bankruptcy Court.

86. The Debtors shall serve any notice of the entry of any Order by the District Court related to this Order Confirming the Plan upon all holders of Claims or Interests and on such other parties in interest who were served with notice of the Confirmation Hearing no later than fourteen days after entry of this Order on the docket of the District Court, which shall constitute notice to such Entities of all matters and deadlines set forth herein, including notice of the last day for filing Administrative Claims, claims arising from the rejection of executory contracts, and applications for allowances of compensation and/or reimbursement of expenses, pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c).

87. The Debtors shall publish a Confirmation Notice once, in substantially the same method used to publish notice of the General Claims Bar Date no later than fourteen days after the entry of this Order on the docket of the District Court.

DONE AND ORDERED in Tampa, Florida on DEC - 6 1996

THOMAS E. BAYNES, JR.
United States Bankruptcy Judge

Copies to:
Debtors
Jeffrey W. Warren, Esq.
Confirmation Service List by
Counsel for the Debtors
Pursuant to Procedural Order

THIS ORDER IS HEREBY DECLARED 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.