

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:) Chapter 11
)
COLLINS & AIKMAN CORPORATION, et al.¹) Case No. 05-55927 (SWR)
) (Jointly Administered)
Debtors.)
) (Tax Identification #13-3489233)
)
) Honorable Steven W. Rhodes
)
) **Hearing Date (if necessary): July 13, 2006 at 2:00 p.m.**
) **Objection Deadline: July 10, 2006 at 4:00 p.m.**

**DEBTORS' MOTION FOR AN ORDER APPROVING THE SETTLEMENT
AGREEMENT AMONG THE DEBTORS, ONEBEACON AMERICA
INSURANCE COMPANY AND NATIONAL INDEMNITY COMPANY**

The above-captioned debtors (collectively, the “Debtors”) hereby move the Court (the “Motion”) for the entry of an order, substantially in the form of **Exhibit A**, approving the settlement agreement among the Debtors, OneBeacon Insurance Company (“OneBeacon”) and National Indemnity Company (“NICO”). In support of this Motion, the Debtors respectfully state as follows:

¹ The Debtors in the jointly administered cases include: Collins & Aikman Corporation; Amco Convertible Fabrics, Inc., Case No. 05-55949; Becker Group, LLC (d/b/a/ Collins & Aikman Premier Mold), Case No. 05-55977; Brut Plastics, Inc., Case No. 05-55957; Collins & Aikman (Gibraltar) Limited, Case No. 05-55989; Collins & Aikman Accessory Mats, Inc. (f/k/a the Akro Corporation), Case No. 05-55952; Collins & Aikman Asset Services, Inc., Case No. 05-55959; Collins & Aikman Automotive (Argentina), Inc. (f/k/a Textron Automotive (Argentina), Inc.), Case No. 05-55965; Collins & Aikman Automotive (Asia), Inc. (f/k/a Textron Automotive (Asia), Inc.), Case No. 05-55991; Collins & Aikman Automotive Exteriors, Inc. (f/k/a Textron Automotive Exteriors, Inc.), Case No. 05-55958; Collins & Aikman Automotive Interiors, Inc. (f/k/a Textron Automotive Interiors, Inc.), Case No. 05-55956; Collins & Aikman Automotive International, Inc., Case No. 05-55980; Collins & Aikman Automotive International Services, Inc. (f/k/a Textron Automotive International Services, Inc.), Case No. 05-55985; Collins & Aikman Automotive Mats, LLC, Case No. 05-55969; Collins & Aikman Automotive Overseas Investment, Inc. (f/k/a Textron Automotive Overseas Investment, Inc.), Case No. 05-55978; Collins & Aikman Automotive Services, LLC, Case No. 05-55981; Collins & Aikman Canada Domestic Holding Company, Case No. 05-55930; Collins & Aikman Carpet & Acoustics (MI), Inc., Case No. 05-55982; Collins & Aikman Carpet & Acoustics (TN), Inc., Case No. 05-55984; Collins & Aikman Development Company, Case No. 05-55943; Collins & Aikman Europe, Inc., Case No. 05-55971; Collins & Aikman Fabrics, Inc. (d/b/a Joan Automotive Industries, Inc.), Case No. 05-55963; Collins & Aikman Intellimold, Inc. (d/b/a M&C Advanced Processes, Inc.), Case No. 05-55976; Collins & Aikman Interiors, Inc., Case No. 05-55970; Collins & Aikman International Corporation, Case No. 05-55951; Collins & Aikman Plastics, Inc., Case No. 05-55960; Collins & Aikman Products Co., Case No. 05-55932; Collins & Aikman Properties, Inc., Case No. 05-55964; Comet Acoustics, Inc., Case No. 05-55972; CW Management Corporation, Case No. 05-55979; Dura Convertible Systems, Inc., Case No. 05-55942; Gamble Development Company, Case No. 05-55974; JPS Automotive, Inc. (d/b/a PACJ, Inc.), Case No. 05-55935; New Baltimore Holdings, LLC, Case No. 05-55992; Owosso Thermal Forming, LLC, Case No. 05-55946; Southwest Laminates, Inc. (d/b/a Southwest Fabric Laminators Inc.), Case No. 05-55948; Wickes Asset Management, Inc., Case No. 05-55962; and Wickes Manufacturing Company, Case No. 05-55968.



Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 363(b) of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”) and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Background

4. On May 17, 2005 (the “Petition Date”), the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these cases. On the Petition Date, the Court entered an order jointly administering these cases pursuant to Bankruptcy Rule 1015(b).

5. On May 24, 2005, the United States trustee appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”).

6. The Debtors and their non-debtor affiliates are leading global suppliers of automotive components, systems and modules to all of the world’s largest vehicle manufacturers, including DaimlerChrysler AG, Ford Motor Company, General Motors Corporation, Honda Motor Company, Inc., Nissan Motor Company Unlimited, Porsche Cars GB, Renault Créateur D’Automobiles, Toyota SA and Volkswagen AG.

7. Prior to the Petition Date, the Debtors purchased the assets and liabilities of the Consumer & Industrial Products Group from Gulf & Western Industries, Inc. As part of this acquisition, the Debtors inherited certain environmental liabilities that required the Debtors to, among other things, incur expenses (a) to defend claims for damages brought by federal and state

environmental regulatory agencies and (b) in connection with the remediation of the environment (collectively, the “Environmental Claims”). After making prepetition payments on account of the Environmental Claims, the Debtors sought reimbursement for such payments from certain of their insurers.

8. In particular, the Debtors believe that they are entitled to reimbursement from OneBeacon and NICO (collectively, the “Insurance Defendants”) under insurance policies (collectively, the “Insurance Policies”) issued by predecessors of OneBeacon, for at least a portion of the payments that the Debtors made on account of the Environmental Claims. Accordingly, the Debtors requested that the Insurance Defendants reimburse the Debtors for such payments the Debtors made on account of the Environmental Claims.

9. The Insurance Defendants disputed that the Insurance Policies covered the Environmental Claims and refused to reimburse the Debtors on account of such claims. The Insurance Defendants argued, among other things, that (a) the Environmental Claims did not arise during the insurance coverage period and (b) the Debtors’ other insurers should contribute to any reimbursement of payments the Debtors made on account of the Environmental Claims.

10. In an attempt to resolve their dispute, the Debtors and the Insurance Defendants conducted discussions to determine to what extent the parties could agree that the Debtors were entitled to reimbursement under the Insurance Policies for the payments the Debtors made in connection with the Environmental Claims. In April 2003, after three years of unsuccessful negotiations with the Insurance Defendants, the Debtors commenced an action against the Insurance Defendants in the United States District Court for the Western District of North Carolina (the “Coverage Action”).

11. In February 2006, the Debtors and the Insurance Defendants resumed settlement discussions. After extensive arm's-length negotiations, the Debtors and the Insurance Defendants reached a settlement agreement (the "Settlement Agreement"), substantially in the form attached hereto as **Exhibit B**,³ that resolves fully and finally the Coverage Action and all other disputes that exist between the Debtors and the Insurance Defendants with respect to the Environmental Claims.

12. Under the terms of the Settlement Agreement, the Debtors shall (a) receive a payment of \$5.5 million from the Insurance Defendants, (b) dismiss with prejudice the Coverage Action, (c) release the Insurance Defendants from any and all obligations in connection with the Environmental Claims, including certain extra-contractual claims, and (d) indemnify and hold the Insurance Defendants harmless from certain claims made against the Insurance Defendants arising from the Environmental Claims; provided, that such indemnification shall not exceed the \$5.5 million to be paid to the Debtors pursuant to the Settlement Agreement.⁴

Relief Requested

13. By this Motion, the Debtors respectfully request that the Court approve the Settlement Agreement pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a).⁵

Basis for Relief

14. Bankruptcy Rule 9019(a) provides, in pertinent part, that "[o]n motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement."

³ As indicated in the attached Settlement Agreement, the wording in the definition of "Environmental Claims" in subsection I.D.1.3.(a) is still under negotiation. After the parties agree to the wording for such section, the Debtors will file with the Court and serve on the parties receiving the Motion a revised form of the Settlement Agreement as quickly as practicable and no later than five business days before the hearing on the Motion on July 7, 2006.

⁴ The summary of the Settlement Agreement is provided solely for the convenience of the Court and parties in interest. To the extent that there are any discrepancies between this summary and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

⁵ The Debtors are communicating with the agents for the Debtors' senior, secured prepetition and postpetition lenders and the Committee regarding the Motion and the Stipulation and are hopeful to present the Motion on an uncontested basis.

Fed. R. Bankr. P. 9019(a). Section 363(b) allows a trustee or debtor in possession to use property of the estate other than in the ordinary course of business after appropriate notice and hearing. See 11 U.S.C. § 363(b)(1).

15. Compromises are tools for expediting the administration of the case and reducing administrative costs and are favored in bankruptcy. See Protective Comm. of Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (“In administering reorganization proceedings in an economic and practical matter it will often be wise to arrange the settlement of claims.”); Fishell v. Soltow (In re Fishell), 1995 WL 66622, at *2 (6th Cir. 1995); In re Haven, Inc., 2005 WL 927666, at *1 (6th Cir. B.A.P. 2005); In re Dow Corning Corp., 192 B.R. 415, 421 (AJS) (Bankr. E.D. Mich. 1996); see also Fogel v. Zell, 221 F.3d 955, 960 (7th Cir. 2000); In re Martin, 91 F.3d 389, 393 (3d Cir. 1996) (“To minimize litigation and expedite the administration of a bankruptcy case, ‘[c]ompromises are favored in bankruptcy.’”) (quoting 9 Collier on Bankruptcy 9019.03[1] (15th Ed. 1993)). Moreover, various courts have endorsed the use of Bankruptcy Rule 9019 to resolve disputes. See, e.g., Bartel v. Bar Harbour Airways, Inc., 196 B.R. 268, 271 (S.D.N.Y. 1996); In re Check Reporting Service, Inc., 137 B.R. 653, 656 (Bankr. W.D. Mich. 1992); In re Miller, 148 B.R. 510, 516 (Bankr. N.D. Ill. 1992); In re Planned Systems, Inc., 82 B.R. 919, 921 (Bankr. S.D. Ohio 1988).

16. Generally, a settlement should be approved if it is determined to be fair and equitable and does not fall below the lowest level of reasonableness. See Bauer v. Commerce Union Bank, 859 F.2d 438, 441 (6th Cir. 1988); In re Haven, Inc. 2005 WL 927666, at *3 (6th Cir. B.A.P. 2005); Dow Corning, 192 B.R. at 421. In determining whether a compromise satisfies this standard, courts ordinarily consider: (a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity and expense of the litigation involved;

and (d) the paramount interest of creditors and proper deference to their reasonable views. See, e.g., In re Bard, 49 Fed. Appx. 528, 530 (6th Cir. 2002); In re Dow Corning Corp., 2003 WL 22218449, at *1 (DPH) (Bankr. E.D. Mich. 2003); In re Dalen, 259 B.R. 586, 611-13 (Bankr. W.D. Mich. 2001); In re Stinson, Inc., 221 B.R. 726, 732 (SWR) (Bankr. E.D. Mich. 1998).

17. The Settlement Agreement presently before the Court satisfies the standard. If the parties did not agree to the Settlement Agreement, the Debtors and the Insurance Defendants would continue to be embroiled in litigation over the Coverage Action, the outcome of which is uncertain. Such litigation would require that both parties, at great expense, conduct extensive discovery and depositions. The expenses incurred in this litigation would be an additional burden to the estates and their creditors. The Settlement Agreement avoids both the uncertainty of litigation and the heavy encumbrance it would place on the estates and their creditors.

18. Section 363(b)(1) provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts within the Sixth Circuit have held that transactions should be approved under section 363 when they are supported by sound business judgment. See, e.g., Stephens Indus., Inc. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986) (concluding that “a court can authorize a sale of a Debtors’ assets when a sound business purpose dictates such action.”); In re Embrace Sys. Corp., 178 B.R. 112, 124 (Bankr. W.D. Mich. 1995); see also In re North American Royalties, Inc., 276 B.R. 860, 866 (Bankr. E.D. Tenn. 2002).

19. The Settlement Agreement is supported by a sound business purpose. Under the Settlement Agreement, the Insurance Defendants will pay \$5.5 million to the Debtors on account of the Debtors’ payments of the Environmental Claims. The Debtors believe that the settlement amount of \$5.5 million reasonably reflects the portion of the payments made by the Debtors on

account of the Environmental Claims that are covered under the Insurance Policies. Additionally, obtaining a lump-sum payment of \$5.5 million permits the Debtors to avoid incurring further litigation costs and provides a source of funds for the Debtors' ongoing operations.

20. Moreover, given the inherent uncertainty of litigation, it is possible that without the Settlement Agreement, the Debtors would not have received any reimbursement from the Insurance Defendants. Furthermore, under the Settlement Agreement, the Debtors have limited, to the amount of the settlement, their potential indemnification obligations from contribution claims brought against the Insurance Defendants on account of the Environmental Claims. Such a limitation allows the Debtors to avoid the disruption to their operations and reorganization efforts that may be caused by the costs associated with any excessive claim made by the Insurance Defendants against the Debtors.

21. Under the Settlement Agreement, the Insurance Defendants, and not the Debtors, will be liable for all costs associated with the Insurance Defendants' defense of a contribution claim.

22. With respect to the Debtors' indemnification obligations under the Settlement Agreement, the Debtors have made, and will continue to make, reasonable efforts to obtain waivers of contribution claims from the Debtors' other insurers to limit the likelihood of the Debtors incurring any indemnification obligation to the Insurance Defendants. Additionally, the Insurance Defendants have agreed to waive their potential contribution claims against the Debtors' other insurers provided such insurers agree to waive their claims against the Insurance Defendants. Finally, under the Settlement Agreement, the Debtors have the ability to settle contribution claims brought against the Insurance Defendants, which further limits the Debtors' potential indemnification obligations.

23. Accordingly, for all of the foregoing reasons, the Debtors submit that the facts underlying the Settlement Agreement meet the standards of Bankruptcy Rule 9019(a) and section 363(b), and that the Court should, therefore, grant the Motion.

Notice

24. Notice of this Motion has been given to the Core Group, the 2002 List and the Insurance Defendants as required by the Case Management Procedures.⁶ In light of the nature of the relief requested, the Debtors submit that no further notice is required.

No Prior Request

25. No prior motion for the relief requested herein has been made to this or any other court.

⁶ Capitalized terms used in this paragraph 24 not otherwise defined herein shall have the meanings set forth in the First Amended Notice, Case Management and Administrative Procedures filed on June 9, 2005 [Docket No. 294].

WHEREFORE, the Debtors respectfully request an entry of the order, substantially in the form attached hereto as **Exhibit A**, (a) approving the Settlement Agreement and (b) granting such other further relief as is just and proper.

Dated: June 28, 2006

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:) Chapter 11
)
COLLINS & AIKMAN CORPORATION, et al.¹) Case No. 05-55927 (SWR)
) (Jointly Administered)
Debtors.)
) (Tax Identification #13-3489233)
)
) Honorable Steven W. Rhodes

**ORDER APPROVING THE SETTLEMENT AGREEMENT AMONG THE DEBTORS,
ONEBEACON AMERICA INSURANCE COMPANY AND
NATIONAL INDEMNITY COMPANY**

Upon the motion (the “Motion”)² of the above-captioned debtors (collectively, the “Debtors”) for an order approving the settlement agreement among the Debtors, OneBeacon America Insurance Company and National Indemnity Company [Docket No. _]; it appearing that the relief requested is in the best interest of the Debtors’ estates, their creditors and other parties in interest; it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this proceeding is a core proceeding pursuant to

¹ The Debtors in the jointly administered cases include: Collins & Aikman Corporation; Amco Convertible Fabrics, Inc., Case No. 05-55949; Becker Group, LLC (d/b/a/ Collins & Aikman Premier Mold), Case No. 05-55977; Brut Plastics, Inc., Case No. 05-55957; Collins & Aikman (Gibraltar) Limited, Case No. 05-55989; Collins & Aikman Accessory Mats, Inc. (f/k/a the Akro Corporation), Case No. 05-55952; Collins & Aikman Asset Services, Inc., Case No. 05-55959; Collins & Aikman Automotive (Argentina), Inc. (f/k/a Textron Automotive (Argentina), Inc.), Case No. 05-55965; Collins & Aikman Automotive (Asia), Inc. (f/k/a Textron Automotive (Asia), Inc.), Case No. 05-55991; Collins & Aikman Automotive Exteriors, Inc. (f/k/a Textron Automotive Exteriors, Inc.), Case No. 05-55958; Collins & Aikman Automotive Interiors, Inc. (f/k/a Textron Automotive Interiors, Inc.), Case No. 05-55956; Collins & Aikman Automotive International, Inc., Case No. 05-55980; Collins & Aikman Automotive International Services, Inc. (f/k/a Textron Automotive International Services, Inc.), Case No. 05-55985; Collins & Aikman Automotive Mats, LLC, Case No. 05-55969; Collins & Aikman Automotive Overseas Investment, Inc. (f/k/a Textron Automotive Overseas Investment, Inc.), Case No. 05-55978; Collins & Aikman Automotive Services, LLC, Case No. 05-55981; Collins & Aikman Canada Domestic Holding Company, Case No. 05-55930; Collins & Aikman Carpet & Acoustics (MI), Inc., Case No. 05-55982; Collins & Aikman Carpet & Acoustics (TN), Inc., Case No. 05-55984; Collins & Aikman Development Company, Case No. 05-55943; Collins & Aikman Europe, Inc., Case No. 05-55971; Collins & Aikman Fabrics, Inc. (d/b/a Joan Automotive Industries, Inc.), Case No. 05-55963; Collins & Aikman Intellimold, Inc. (d/b/a M&C Advanced Processes, Inc.), Case No. 05-55976; Collins & Aikman Interiors, Inc., Case No. 05-55970; Collins & Aikman International Corporation, Case No. 05-55951; Collins & Aikman Plastics, Inc., Case No. 05-55960; Collins & Aikman Products Co., Case No. 05-55932; Collins & Aikman Properties, Inc., Case No. 05-55964; Comet Acoustics, Inc., Case No. 05-55972; CW Management Corporation, Case No. 05-55979; Dura Convertible Systems, Inc., Case No. 05-55942; Gamble Development Company, Case No. 05-55974; JPS Automotive, Inc. (d/b/a PACJ, Inc.), Case No. 05-55935; New Baltimore Holdings, LLC, Case No. 05-55992; Owosso Thermal Forming, LLC, Case No. 05-55946; Southwest Laminates, Inc. (d/b/a Southwest Fabric Laminators Inc.), Case No. 05-55948; Wickes Asset Management, Inc., Case No. 05-55962; and Wickes Manufacturing Company, Case No. 05-55968.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

28 U.S.C. § 157(b)(2); it appearing that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that notice of this Motion and the opportunity for a hearing on this Motion was appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

1. The Motion is granted in its entirety.
2. The Settlement Agreement is approved.
3. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:) Chapter 11
)
COLLINS & AIKMAN CORPORATION, et al.¹) Case No. 05-55927 (SWR)
) (Jointly Administered)
Debtors.)
) (Tax Identification #13-3489233)
)
) Honorable Steven W. Rhodes

**NOTICE AND OPPORTUNITY TO RESPOND TO THE DEBTORS’ MOTION FOR AN
ORDER APPROVING THE SETTLEMENT AGREEMENT AMONG THE DEBTORS,
ONEBEACON AMERICAN INSURANCE COMPANY AND NATIONAL INDEMNITY
COMPANY**

PLEASE TAKE NOTICE THAT the above-captioned debtors (collectively, the “Debtors”) have filed their Motion for an Order Approving the Settlement Agreement Among the Debtors, OneBeacon America Insurance Company and National Indemnity Company (the “Motion”).

PLEASE TAKE FURTHER NOTICE THAT **your rights may be affected**. You may wish to review the Motion and discuss it with your attorney, if you have one in these cases. (If you do not have an attorney, you may wish to consult one.)

¹ The Debtors in the jointly administered cases include: Collins & Aikman Corporation; Amco Convertible Fabrics, Inc., Case No. 05-55949; Becker Group, LLC (d/b/a/ Collins & Aikman Premier Mold), Case No. 05-55977; Brut Plastics, Inc., Case No. 05-55957; Collins & Aikman (Gibraltar) Limited, Case No. 05-55989; Collins & Aikman Accessory Mats, Inc. (f/k/a the Akro Corporation), Case No. 05-55952; Collins & Aikman Asset Services, Inc., Case No. 05-55959; Collins & Aikman Automotive (Argentina), Inc. (f/k/a Textron Automotive (Argentina), Inc.), Case No. 05-55965; Collins & Aikman Automotive (Asia), Inc. (f/k/a Textron Automotive (Asia), Inc.), Case No. 05-55991; Collins & Aikman Automotive Exteriors, Inc. (f/k/a Textron Automotive Exteriors, Inc.), Case No. 05-55958; Collins & Aikman Automotive Interiors, Inc. (f/k/a Textron Automotive Interiors, Inc.), Case No. 05-55956; Collins & Aikman Automotive International, Inc., Case No. 05-55980; Collins & Aikman Automotive International Services, Inc. (f/k/a Textron Automotive International Services, Inc.), Case No. 05-55985; Collins & Aikman Automotive Mats, LLC, Case No. 05-55969; Collins & Aikman Automotive Overseas Investment, Inc. (f/k/a Textron Automotive Overseas Investment, Inc.), Case No. 05-55978; Collins & Aikman Automotive Services, LLC, Case No. 05-55981; Collins & Aikman Canada Domestic Holding Company, Case No. 05-55930; Collins & Aikman Carpet & Acoustics (MI), Inc., Case No. 05-55982; Collins & Aikman Carpet & Acoustics (TN), Inc., Case No. 05-55984; Collins & Aikman Development Company, Case No. 05-55943; Collins & Aikman Europe, Inc., Case No. 05-55971; Collins & Aikman Fabrics, Inc. (d/b/a Joan Automotive Industries, Inc.), Case No. 05-55963; Collins & Aikman Intellimold, Inc. (d/b/a M&C Advanced Processes, Inc.), Case No. 05-55976; Collins & Aikman Interiors, Inc., Case No. 05-55970; Collins & Aikman International Corporation, Case No. 05-55951; Collins & Aikman Plastics, Inc., Case No. 05-55960; Collins & Aikman Products Co., Case No. 05-55932; Collins & Aikman Properties, Inc., Case No. 05-55964; Comet Acoustics, Inc., Case No. 05-55972; CW Management Corporation, Case No. 05-55979; Dura Convertible Systems, Inc., Case No. 05-55942; Gamble Development Company, Case No. 05-55974; JPS Automotive, Inc. (d/b/a PACJ, Inc.), Case No. 05-55935; New Baltimore Holdings, LLC, Case No. 05-55992; Owosso Thermal Forming, LLC, Case No. 05-55946; Southwest Laminates, Inc. (d/b/a Southwest Fabric Laminators Inc.), Case No. 05-55948; Wickes Asset Management, Inc., Case No. 05-55962; and Wickes Manufacturing Company, Case No. 05-55968.

PLEASE TAKE FURTHER NOTICE THAT in accordance with the First Amended Notice, Case Management and Administrative Procedures filed on June 9, 2005 [Docket No. 294] (the “Case Management Procedures”), if you wish to object to the Court granting the relief sought in the Motion, or if you want the Court to otherwise consider your views on the Motion, no later than **July 10, 2006 at 4:00 p.m. prevailing Eastern Time, or such shorter time as the Court may hereafter order and of which you may receive subsequent notice**, you or your attorney must file with the Court a written response, explaining your position at:²

United States Bankruptcy Court
211 West Fort Street, Suite 2100
Detroit, Michigan 48226

PLEASE TAKE FURTHER NOTICE THAT if you mail your response to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the date above.

PLEASE TAKE FURTHER NOTICE THAT you must also serve the documents so that they are **received** on or before **July 10, 2006 at 4:00 p.m. prevailing Eastern Time**, in accordance with the Case Management Procedures, including to:

Kirkland & Ellis LLP
Attn: Richard M. Cieri
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-and-

² Response or answer must comply with Rule 8(b), (c) and (e) of the Federal Rules of Civil Procedure.

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PLEASE TAKE FURTHER NOTICE THAT if no responses to the Motion are timely filed and served, the Court may grant the Motion and enter the order without a hearing as set forth in Rule 9014-1 of the Local Rules for the United States Bankruptcy Court for the Eastern District of Michigan.

Dated: June 28, 2006

KIRKLAND & ELLIS LLP

/s/ Marc J. Carmel

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Co-Counsel for the Debtors

CERTIFICATE OF SERVICE

I, Marc J. Carmel, an attorney, certify that on the 28th day of June, 2006, I caused to be served, by **e-mail, facsimile and by overnight delivery**, in the manner and to the parties set forth on the attached service lists, a true and correct copy of the foregoing **Debtors' Motion for an Order Approving the Settlement Agreement Among the Debtors, OneBeacon American Insurance Company and National Indemnity Company**.

Dated: June 28, 2006

/s/ Marc J. Carmel

Marc J. Carmel

Served via Electronic Mail

CREDITOR NAME	CREDITOR NOTICE NAME	Email
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Fisher Automotive Systems Fisher America Inc	William Stiefel	1084 Doris Rd		Auburn Hills	MI	48326-2613	
Freudenberg Nok Inc		47690 E Anchor Ct		Plymouth	MI	48170	
Ga Dept Of Revenue	Director's Office for Taxpayer Services Division	PO Box 105499		Atlanta	GA	30348-5499	
Gaston County		PO Box 890691		Charlotte	NC	28289-0691	
Ge Capital		PO Box 740434		Atlanta	GA	30374	
Ge Capital		PO Box 640387		Pittsburgh	PA	15264-0387	
Ge Capital		PO Box 642444		Pittsburgh	PA	15264	
Ge Capital Comm Serv Astro Dye		PO Box 60500		Charlotte	NC	28260	
General Motors Corp	Linda L Bentley	300 Renaissance Center	PO Box 300	Detroit	MI	48243	
Harford County Revenue		220 South Main St		Bel Air	MD	21014	
Helms Mulless Wicker	Douglas W Ey Jr	201 N Tryon St Ste 3000		Charlotte	NC	28202	
Helms Mulless Wicker	Douglas W Ey Jr	PO Box 31247		Charlotte	NC	28231	
Heritage Environmental Svcs Inc	Mr Ken Price	7901 W Morris St		Indianapolis	IN	46231	
Highwoods Forsyth Lp	co Highwoods Properties Llc	Attn Lease Administration	2120 West End Ave Ste 100	Nashville	TN	37203-5223	
Highwoods Forsyth Lp	co Highwoods Properties Llc	Attn Lease Administration	3100 Smoketree Ct Ste 600	Raleigh	NC	27604	
Hnk Michigan Properties	co Rudolph libbe Properties	7255 Crossleigh Court Ste 108		Toledo	OH	43617	
Indiana Department Of Revenue		100 N Senate Ave		Indianapolis	IN	46204-2253	
Indiana Dept Of Revenue		PO Box 7218		Indianapolis	IN	46207-7218	
Indiana Steel & Wire Co	Michael L Cioffi	1 E 4th St		Cincinnati	OH	45202	
Industrial Development Board	of the City of Montgomery	PO Box 4660		Montgomery	AL	36103-4660	
Industrial Leasing Company		PO Box 1803		Grand Rapids	MI	49501	
Industrial Truck Sales & Svc		PO Box 1807		Durham	NC	27702-1807	
Inmet Division of Multimatic		35 West Milmot St		Richmond Hill	ON	L4B 1L7	Canada
Internal Revenue Service	SBSE Insolvency Unit	Box 330500 Stop 15		Detroit	MI	48232	
Invista		601 S LA Salle St Ste 310		Chicago	IL	60605-1725	
ISP Elastomer	Tim Gorman	PO Box 4346		Houston	TX	77210	
James R Temple		108 W Scott St		Grand Ledge	MI	48837	
Janesville Products	Laura Kelly	2700 Patterson Ave		Grand Rapids	MI	49546	
Keith Milligan		3745 C Us Hwy 80 W		Phenix	AL	36870	
Lathrop & Gage LC	William G. Beck Esq	2345 Grand Blvd Ste 2800		Kansas City	MO	64108	
Lear Corp	Janis N Acosta Esq	World Headquarters	21557 Telegraph Rd	Southfield	MI	48034	
Lear Corp		21557 Telegraph Rd		Southfield	MI	48034	
Manpower	C Garland Waller	30800 Northwestern Hwy		Farmington Hills	MI	48334	
Meridian Park		2707 Meridian Dr		Greenville	NC	27834	
Michigan Dept of Treasury	Michael A Cox Juandisha M Harris & Heather Donald	3030 W Grand Blvd Ste 10 200		Detroit	MI	48202	
Mills & Stockbridge PC	Stephen M Sylvestri Esq	10 Light St		Baltimore	MD	21202-1487	
Ministre Du Revenu Du Quebec		3800 Marly		Ste Foy	QC	G1X 4A5	Canada
Municipality Of Port Hope		PO Box 117		Port Hope	ON	L1A 3V9	Canada
North Loop Partners Ltd	co Beer Wells Real Estate	PO Box 3449		Longview	TX	75606	
Nossiff & Giampa PC	Alexander G Nossiff	24 Chestnut St		Dover	NH	03820	
Oakland County Corporation Counsel	Donald F Slavin	1200 N Telegraph Rd		Pontiac	MI	48341	
Oklahoma County Treasurer	Gretchen Crawford	Asst District Attorney	320 Robert S Kerr Rm 307	Oklahoma City	OK	73102	
Oneida County SCU	County Office Building	800 Park Ave 4th Fl		Utica	NY	13501	
PolyOne Corp	Woody Ban	33587 Walker Rd		Avon Lake	OH	44012	

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CREDITOR NAME	CREDITOR NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Prestige Property Tax Special		1025 King St East		Cambridge	ON	N3H 3P5	Canada
Princeton Properties		678 Princeton Blvd		Lowell	MA	01851	
Qrs 14 Paying Agent		Church St Station	PO Box 6529	New York	NY	10249	
Qrs 14 Paying Agent Inc		50 Rockefeller Lobby 2		New York	NY	10020-1605	
Railroad Drive Lp		100 Vesper Executive Pk		Tyngsboro	MA	01879-2710	
Receivable Management Services	Phyllis A Hayes	9690 Deereco Rd Ste 200	PO Box 5126	Timonium	MD	21093	
Receiver General For Canada	Canada Customs & Rev Agency Technology Ctr	875 Heron Rd		Ottawa	ON	K1A 1B1	Canada
Receiver General For Canada	Industry Canada Als Financial	Postal Station D Box 2330		Ottawa	ON	K1P 6K1	Canada
Receiver General for Canada		700 Leigh Capreol		Dorval	QC	H4Y 1G7	Canada
Receiver General For Canada		11 Station St		Belleville	ON	K8N 2S3	Canada
Revenue Canada		Ottawa Technology Centre	875 Heron Rd	Ottawa	ON	K1A 9Z9	Canada
Securities and Exchange Commission	Angela Dodd	175 W Jackson Blvd Ste 900		Chicago	IL	60604	
Securities and Exchange Commission	Midwest Regional Office	175 W Jackson Blvd Ste 900		Chicago	IL	60604	
Shapero & Green LLC	Brian Green	Signature Square II Ste 220	25101 Chagrin Blvd	Cleveland	OH	44122	
Simpson Thacher & Bartlett LLP	Peter Pantaleo Erin Casey & Alice Eaton	425 Lexington Ave		New York	NY	10017-3954	
Snellings Breard Sartor Inabnett & Trascher	Charles C Trascher III	1503 N 19th St	PO Box 2055	Monroe	LA	71207	
State Of Alabama		Department Of Revenue	50 N Ripley St	Montgomery	AL	36104	
State Of Michigan	Dept Of Commerce & Nat Res	PO Box 30004		Lansing	MI	48909	
State Of Michigan	Matthew Rick Asst Attorney General	PO Box 30754		Lansing	MI	48909	
State Of Michigan	State Of Michigan Mc	Dept 77833		Detroit	MI	48277-0833	
State Of Michigan	State Secondary Complex	7150 Harris Dr PO Box 30015		Lansing	MI	48909	
State of Michigan		430 W Allegan St		Lansing	MI	48918-0001	
State of Michigan Central Functions Unit	Jennifer Nelles	Office of Child Support	PO Box 30744	Lansing	MI	48909-8244	
Stephen E Spence	US Trustee	211 W Fort St Ste 700		Detroit	MI	48226	
Summit Property Management Inc		24901 Northwestern Hwy 302		Southfield	MI	48075	
Tate Boulevard I Llc	First Plaza	1985 Blvd Se	PO Box 2228	Hickory	NC	28602	
Tax Collector	County Of Fresno	PO Box 1192		Fresno	CA	937151192	
Tcs Realty Ltd		21 Albert St		Trenton	ON	K8V 5R1	Canada
Teleflex Inc	Jim Leyden	155 S Limerick Rd		Limerick	PA	19468	
Tennessee Department of Revenue	TN Attorney Generals Office	Cordell Hall	425 5th Ave N	Nashville	TN	37247	
The Goodyear Tire & Rubber Co	Steven C Bordenkircher Esq	1144 E Market St		Akron	OH	44316-0001	
The Town Of Pageland		126 North Pearl St	PO Box 67	Pageland	SC	29728	
Thomas & Betts Corp	Michael F Geiger Esq	8155 TB Blvd		Memphis	TN	38125	
Tom Heck Truck Service		1306 E Triumph Dr		Urbana	IL	61802	
Town Of Farmington		356 Main St		Farmington	NH	03835	
Town Of Farmville	Farmville Downtown Partnership	115 West Church St		Farmville	NC	27828-1621	
Town Of Gananoque		30 King St East	PO Box 100	Gananoque	ON	K7G 2T6	Canada
Town Of Old Fort		PO Box 520		Old Fort	NC	28762	
Town Of Pageland		PO Box 67		Pageland	SC	29728	
Town Of Troy		315 North Main St		Troy	NC	27371	
Tr Associates	Fsia Inc	200 E Big Beaver		Troy	MI	48083	
Treasurer City Of Detroit		PO Box 33525		Detroit	MI	48232	
Unifi Inc		7201 W Friendly Ave		Greensboro	NC	27410-6237	
Uniform Color Co	Randy Lueth	12003 Toepfer Rd		Warren	MI	48089-3171	
United States Attorney for the Eastern District of Michigan	Attn Civil Division	211 W Fort St Ste 2001		Detroit	MI	48226	
Valeo Inc	Jerry Dittrich	3000 University Dr		Auburn Hills	MI	48326-2356	

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CREDITOR NAME	CREDITOR NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Vespera Lowell Llc	Blue Point Capital Bpv Lowell LLC	10 Livingston Pl 2nd Fl		Greenwich	CT	06830	
Village Of Holmesville		205 Millersburg Rd	PO Box 113	Holmesville	OH	44633	
Village Of Rantoul		333 S Tanner		Rantoul	IL	61866	
Visteon Climate Control		One Village Center Dr	Ste PO RFQ Office	Van Buren Township	MI	48111	
W9 Lws Real Estate Limited	co Lincoln Harris Llc	10101 Claude Freeman Dr Ste 200 N		Charlotte	NC	28262-2337	
Wachtell Lipton Rosen & Katz	Hal Novikoff	51 W 52nd St		New York	NY	10019	
Wellington Green LLC		31100 Telegraph Rd Ste 200		Bingham Farms	MI	48025	
Young & Susser PC	Steven Susser P52940	26200 American Dr Ste 305		Southfield	MI	48034	

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made by and among OneBeacon America Insurance Company (“OneBeacon,” as defined in Section I), National Indemnity Company (“NICO,” as defined in Section I), and Collins & Aikman Products Co. (“Collins & Aikman,” as defined in Section I).

RECITALS

WHEREAS, OneBeacon’s predecessors are alleged to have issued one or more insurance policies to Collins & Aikman, or under which Collins & Aikman has claimed a right (“Policies,” as defined in Section I);

WHEREAS, Collins & Aikman has made demands upon OneBeacon, and its predecessors, for coverage under the Policies with respect to Environmental Claims (as defined in Section I).

WHEREAS, OneBeacon disputes Collins & Aikman’s demands that it is entitled to coverage under the Policies with respect to such Environmental Claims;

WHEREAS, Collins & Aikman commenced an action styled Collins & Aikman Products Co. v. OneBeacon America Insurance Company and National Indemnity Company, 3:03 CV 142-MCK, against OneBeacon and NICO in the United States District Court for the Western District of North Carolina, Charlotte Division (the “District Court”), seeking, *inter alia*, sums for indemnity and defense with respect to insurance claims associated with the Environmental Claims, and alleged bad faith;

WHEREAS, on May 17, 2005, Collins & Aikman filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Eastern District of Michigan (the “Bankruptcy Court”), jointly administered as Case No. 05-55297 (the “Chapter 11 Case”), and Collins &

Aikman continues to operate its businesses and manage its properties as debtor and debtor-in-possession; and

WHEREAS, the Parties (as defined in Section I) now desire to resolve fully and finally all disputes that now or hereafter may exist between them regarding certain insurance coverage under the Policies for Environmental Claims, and, for purposes of settlement, are willing to forego a judicial determination of the issues raised in the Coverage Action (as defined in Section I);

NOW, THEREFORE, in consideration of the foregoing, the mutual premises and representations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the approval of the Bankruptcy Court, OneBeacon, NICO and Collins & Aikman promise and agree as follows:

I. DEFINITIONS

Throughout this Settlement Agreement, including the preceding recitals, the following definitions shall apply:

A. “Claims” means any claims, demands, suits, actions or proceedings of any nature, and obligations of compliance, including without limitation, crossclaims, counterclaims, third party claims, suits, lawsuits, administrative proceedings, notices of claims, Potentially Responsible Party (“PRP”) notices or their equivalent, arbitrations, administrative and judicial orders, and regulatory requirements of compliance.

B. “Collins & Aikman” herein means Collins & Aikman Products Co., and all of its predecessors, successors and assigns, and their respective past, present and future officers, directors, shareholders, principals, parents, subsidiaries, successors, agents or assigns.

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C. “Coverage Action” herein means the action entitled Collins & Aikman Products Co. v. OneBeacon America Insurance Company and National Indemnity Company, in the United States District Court for the Western District of North Carolina, Charlotte Division, 3:03 CV 142-MCK, and all claims asserted therein.

D. “Environmental Claim” or “Environmental Claims” means the following:

1. Claims that have been or that may in the future be asserted against Collins & Aikman, including but not limited to any claim, action, cause of action, suit, arbitration or mediation demand, proceeding, directive, decree, obligation of compliance, demand, order, cross-claim, third-party claim, counterclaim, notice of partial or total responsibility, or Potentially Responsible Party notice or its equivalent made, asserted or filed against Collins & Aikman by: (a) the United States Environmental Protection Agency, other federal, state, local or other environmental agencies and/or other governmental unit; and/or (b) private parties, for environmental liabilities, including, but not limited to bodily injury, personal injury, property damage, natural resource damage, investigation, alteration, cleanup and/or remediation, which involve alleged, actual, threatened or potential pollution or contamination or exposure to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, petroleum, waste materials or other irritants, contaminants, pollutants, or substances, or any form of toxic or hazardous substance or material, including, without limitation, any “hazardous substance” as that term is defined in 42 U.S.C. § 9601.

2. “Environmental Claim” or “Environmental Claims” shall include all known claims for which Collins & Aikman sought coverage in the Coverage Action, as well as any and all unknown claims, at all known and unknown sites.

3. Notwithstanding anything to the contrary herein, “Environmental Claim” or “Environmental Claims” shall not include the following:

(a) Past, present, or future Environmental Claims that belong to Persons (including but not limited to Viacom International, Inc. and CBS Operations, Inc.) other than Collins & Aikman;¹

(b) Past, present, or future Environmental Claims relating to the operations, companies or entities (including but not limited to Dura Automotive Systems, Inc. and KS Bearings, Inc.), the liabilities of which were divested by Collins & Aikman before the effective date of this Settlement Agreement, provided however, to the extent Collins & Aikman divested itself of such operations, company or entity before the date of this Settlement Agreement, but has any part of the liability for an Environmental Claim, then the term Environmental Claim shall mean only that portion of the liability which Collins & Aikman has, and shall not mean or include that portion of the liability transferred to the divested operation, company or entity;

(c) Asbestos, except insofar as property damage, bodily injury and/or personal injury is alleged and/or shown to result from the intentional or unintentional (i) disposal, dumping, or land filling of asbestos or asbestos-containing products at any site, including, but not limited to, any permitted, non-permitted, legal or illegal dumping ground, or any body of water (including groundwater), (ii) release or discharge of asbestos or asbestos-containing products by any person into the environment through any smokestack, exhaust, outfall, sewer or waste stream of any kind, and/or (iii) release or discharge of asbestos or asbestos-containing products by any person into the environment as a result of a recycling, remediation or resource recovery operation;

(d) Rights to coverage, if any, under the Policies for matters other than Environmental Claims, including but not limited to rights for coverage for liability or injury arising from exposure to products that were manufactured, sold or distributed in whole or in part by any insured under the Policies. Such rights, however, shall not be excluded as such from Environmental Claims, if the claimed damages result from contact with or

¹ The wording of this subsection I.D.1.3.(a) is still being negotiated by the parties and does not yet reflect a meeting of the minds between the parties.

exposure to product(s) (including, but not limited to, off-specification or expired product) where the products (or any constituents thereof) are alleged and/or shown to have intentionally or unintentionally (i) been disposed at, been dumped at, been landfilled at, seeped from, or escaped from any site, including but not limited to any permitted, non-permitted, legal or illegal dumping ground or any body of water (including groundwater), (ii) been released or discharged into the environment through any smokestack, exhaust, outfall, sewer or waste stream of any kind, and/or (iii) been released or discharged into the environment as a result of a recycling, remediation or resource recovery operation;

E. “NICO” herein means National Indemnity Company, and all of its respective past, present and future officers, directors, shareholders, principals, parents, subsidiaries, predecessors, successors, attorneys, agents or assigns, employees, claims handling agents, and any and all Persons acting under their direction or control or on their behalf, including but not limited to Cavell USA, Inc. and its predecessors, subsidiaries, agents and assigns.

F. “OneBeacon” herein means OneBeacon America Insurance Company, formerly CGU Insurance, which in turn was created by the merger of Commercial Union Insurance Company and General Accident Insurance Company. “OneBeacon” includes, but is not limited to, CGU Insurance Company, Commercial Union Insurance Company, The Employers’ Liability Assurance Corporation, Ltd., Employers Commercial Union Insurance Company of America, and any other Commercial Union or General Accident entity identified on Appendix B attached hereto, and all of their respective past, present and future officers, directors, shareholders, principals, parents, subsidiaries, predecessors, successors, attorneys, agents or assigns, employees, claims handling agents, and any and all Persons acting under their direction or control or on their behalf, including but not limited to Cavell USA, Inc., and its predecessors, subsidiaries, agents, and assigns.

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G. “Party” or “Parties” herein means OneBeacon, NICO and Collins & Aikman, as applicable.

H. “Person” or “Persons” herein means any individual, corporation, partnership, joint venture, unincorporated association, organization, governmental unit, sole proprietorship, trust or any other entity (or estate, trustee, guardian or beneficiary thereof), recognized at law, in equity, by statute, in fact, or otherwise, to have rights and/or obligations.

I. “Policy” or “Policies” herein means the following:

1. The policies issued by OneBeacon to Gulf + Western Industries, Inc., appearing at Appendix A;
2. The alleged policies allegedly issued by OneBeacon to Mt. Clemens Metal Products Company, Inc., appearing at Appendix A;
3. The alleged policies allegedly issued by OneBeacon to Mt. Clemens Industries, Inc., appearing at Appendix A;
4. The alleged policies allegedly issued by OneBeacon to Massachusetts Mohair Plush Co., Inc. appearing at Appendix A;
5. Any and all other insurance policies, of any kind, whether now known or believed to have existed, or whether later discovered, issued by OneBeacon to entities, including predecessors of such entities, that were part of the Consumer Industrial Products Group when purchased by Wickes Corporation from Gulf & Western Industries, Inc. on September 12, 1985.

II. STAY AND DISMISSAL OF COVERAGE ACTION

A. Within five (5) calendar days following the execution of the Settlement Agreement by all of the parties (the “Execution Date”), Collins & Aikman shall prepare

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and file a motion in the District Court for the entrance of a stay in the Coverage Action pending approval of the Settlement Agreement in the Chapter 11 Case;

B. Within twenty (20) calendar days following the Execution Date, Collins & Aikman shall file a motion pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, seeking entry of an order approving the Settlement Agreement (the “Approval Motion”).

C. Within twenty (20) calendar days after the order granting the Approval Motion is entered and not subject to appeal, OneBeacon and NICO shall pay Collins & Aikman the Settlement Amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00). Such payment shall not be subject to any set-off, recoupment, retrospective premiums, deductibles, self-insured retentions, or direct or indirect reductions of any kind. The settlement payment shall be made by check payable to “Collins & Aikman Products Co.” and sent to the following address:

Collins & Aikman
26533 Evergreen Road, Suite 900
Southfield, Michigan 48076
Attn: Stacy Fox, Esquire

D. Within twenty (20) calendar days after payment of the Settlement Amount, Collins & Aikman shall file in the Coverage Action the necessary papers to dismiss with prejudice all of its Claims against OneBeacon and NICO in the Coverage Action, with each of the Parties to bear its own costs, fees and expenses in the Coverage Action and the Chapter 11 Case.

E. Collins & Aikman shall prepare the papers required under sections II.A., II.B. and II.D. above at Collins & Aikman’s expense, subject to review by OneBeacon and NICO

at the expense of OneBeacon and NICO, respectively, provided such review is timely and approval, if required, is not unreasonably withheld.

F. Should the Court in the Chapter 11 Case deny the Approval Motion, this Settlement Agreement shall be null and void, and nothing in this Settlement Agreement shall be used in the Coverage Action. Collins & Aikman shall as soon as reasonably practicable notify NICO and OneBeacon of any order or decision granting or denying the Approval Motion. Collins & Aikman, NICO and OneBeacon further agree that they shall jointly notify the District Court in the Coverage Action within five business days of the date of any order denying the Approval Motion, and that prior to notifying the District Court in the Coverage Action, the parties shall meet and confer as to their respective positions.

III. NO VOLUNTEERS

The Parties agree that in making payment of the Settlement Amount pursuant to this Settlement Agreement, OneBeacon is not acting as a volunteer. The Parties agree that monies paid pursuant to this Settlement Agreement represent monies incurred by Collins & Aikman with respect to claims brought against OneBeacon relating to the Policies.

IV. RELEASES

In consideration of payment of the Settlement Amount and the other provisions of this Settlement Agreement, Collins & Aikman agrees as follows:

A. Collins & Aikman forever releases OneBeacon and NICO from any and all obligations, duties and responsibilities of any nature arising under the Policies with respect to Environmental Claims. A complete extinguishment and termination of Collins & Aikman's rights under the Policies with respect to Environmental Claims is hereby effected.

DRAFT – FOR DISCUSSION – PROTECTED UNDER FED. R. EVID. 408

B. The provisions of the foregoing paragraph shall apply to any and all Environmental Claims that have in the past been, that currently are, or that may ever in the future be asserted against Collins & Aikman, at all known and unknown sites.

C. From and after the date of this Settlement Agreement, OneBeacon and NICO shall have no further obligations, duties, or responsibilities to Collins & Aikman under the Policies in connection with the investigation, servicing, claims-handling, settlement, defense or indemnification of Environmental Claims, whether or not such Environmental Claims have been reported by Collins & Aikman to OneBeacon under the Policies.

D. Collins & Aikman expressly assumes the risk that the alleged costs of its past, present, and/or future liability with respect to Environmental Claims may be greater than Collins & Aikman currently realizes, that the alleged costs may increase in amount or in severity over time, that the costs and/or claims may be progressive, cumulative, unknown and/or unforeseeable, and that there may be hidden, unknown and unknowable damages or costs.

E. Collins & Aikman forever releases OneBeacon and NICO from any and all Claims that have been asserted in the Coverage Action, and any and all Claims that arise out of, may in the future arise out of, or in any way relate to, the handling of Environmental Claims, as well as their defense of, and conduct before and during, the Coverage Action. This release encompasses all past, present and future Claims relating to the Environmental Claims in the Coverage Action in the nature of alleged “bad faith” conduct, “duty of good faith and fair dealing”, and any statutory or common law duty relating to claims-handling duties or litigation conduct including but not limited to claims

pursuant to any relevant state and/or federal statutes, and/or claims for wrongful use of civil proceedings and abuse of process with respect to Environmental Claims.

F. Collins & Aikman will make reasonable efforts to obtain a waiver of the right to institute an action with respect to Environmental Claims seeking contribution, indemnity, subrogation, allocation and/or apportionment from each insurer other than One Beacon and NICO for insurance payments made to Collins & Aikman. If and to the extent Collins & Aikman secures the aforesaid waiver, OneBeacon and NICO agree with respect to Environmental Claims released in this Settlement Agreement to release or waive any right or claim they may have against Collins & Aikman and any other insurers of Collins & Aikman under any policy such other insurer may have issued to Collins & Aikman to the extent that such other insurer has similarly agreed to release or waive any such right or claim against One Beacon and NICO. One Beacon and NICO further agree that they shall not seek reimbursement of or contribution toward any amounts paid under this Settlement Agreement from any other insurer of Collins & Aikman through subrogation or otherwise; provided, however, that nothing in this Agreement shall impair, prohibit, restrict or preclude any claim by One Beacon and NICO against any person, party, or insurer should that person, party, or insurer first make such a claim against One Beacon or NICO. Notwithstanding any provision contained in this Agreement, nothing in this Agreement shall waive, impair, prohibit, restrict or preclude any claim or right of One Beacon and/or NICO against their reinsurers for any of One Beacon's or NICO's costs, fees, liabilities or obligations under this Settlement Agreement.

V. INDEMNIFICATION

A. Collins & Aikman shall indemnify and hold OneBeacon and NICO harmless from and against any Claim made against OneBeacon and/or NICO arising from the

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Environmental Claims released in this Settlement Agreement (collectively the “Indemnified Claims”). Indemnified claims include without limitation any claim for contribution asserted against One Beacon as an insurer of Collins & Aikman, and any claim for contribution asserted against NICO (other than by OneBeacon) as a result of the contractual relationship between OneBeacon and NICO. In the event that a settlement is reached by OneBeacon and/or NICO with respect to a claim that is an Indemnified Claim, or judgment is entered against One Beacon and/or NICO with respect to a claim that is an Indemnified Claim, Collins & Aikman will cause such settlement or judgment to be satisfied either by payment (subject to the limitations set forth in this Section V) or release (where applicable) of Collins & Aikman’s claim against the judgment creditor in an amount equal to the judgment creditor’s claim against One Beacon and/or NICO.

B. In connection with any Indemnified Claim, neither OneBeacon nor NICO shall enter into any settlement, voluntarily make any payment, assume any obligation or incur any expense for which Collins & Aikman is liable, without the prior approval of Collins & Aikman (except as set forth in Section V.C.), which approval shall not be unreasonably withheld. Further, Collins & Aikman shall have the right, subject to OneBeacon’s or NICO’s prior approval, which approval shall not be unreasonably withheld, to settle or resolve any Indemnified Claim and, upon Collins & Aikman’s request, OneBeacon and/or NICO shall provide reasonable assistance to them in such efforts.

C. Indemnified Claims shall not include defense costs incurred in defending such claims. One Beacon and/or NICO shall have the right to select defense counsel to defend it and to direct and control the defense of the Indemnified Claims, to make all determinations as to defense strategy, and to determine which positions to assert. One

Beacon and NICO shall consult with Collins & Aikman as to the selection of defense counsel. The Parties shall promptly notify each other of any such Indemnified Claim and neither Collins & Aikman nor OneBeacon nor NICO shall act in any way that would prejudice the outcome of the Indemnified Claim.

D. Indemnified Claims shall not include claims brought by any persons or entities, including state insurance regulators and individual claimants, against OneBeacon and/or NICO, for the breach of any statutory or common law duty relating to claims-handling duties or settlement or litigation conduct, including, but not limited to, claims pursuant to any relevant state or federal statutes, or claims for wrongful use of civil proceedings and abuse of process with respect to Environmental Claims.

E. Collins & Aikman’s obligations to OneBeacon and NICO under this Section V. is limited to and shall not exceed the Settlement Amount paid as set forth in Section II.C.

VI. RESERVATION OF RIGHTS

The Parties specifically reserve all rights with respect to any and all Claims that are not released by this Settlement Agreement. Further, as provided for in the definition of Environmental Claim, Collins & Aikman, One Beacon and NICO reserve all rights with respect to Claims not expressly released under this Settlement Agreement, including without limitation (A) any Claims against any other person, firm or corporation not a party to this Settlement Agreement; and (B) any Claims, including but not limited to Environmental Claims, arising out of or in any way relating to insurance contracts other than the Policies. Further, it is expressly recognized that Collins & Aikman asserts that it is not being fully compensated for all damages that it has incurred or may incur with respect to Environmental Claims by payment of the amount set forth in Section II.C. Additionally, the Parties agree that each Party reserves the right, without prejudice to any other Party, to unilaterally allocate such settlement payment for their

own respective purposes.

VII. NO ADMISSIONS; RESERVATION OF RIGHTS

A. Nothing contained in this Settlement Agreement or in any document exchanged by the Parties in the negotiation or furtherance of this Settlement Agreement shall be construed as an admission or concession by any Party that the Policies exist, that coverage exists under the Policies, that any particular theory of coverage is applicable and that any Party has any liability to any other Party.

B. Neither the terms of this Settlement Agreement nor its negotiation, its execution or any action in performance of this Settlement Agreement shall be construed or asserted by any Person as giving rise to or creating any waiver by any Party of any of the terms, provisions, conditions or exclusions of the Policies, or as constituting or evidencing any interpretation by any Party of the existence of any terms, provisions, conditions, or exclusions of the Policies.

VIII. NO RIGHTS OF THIRD PARTIES

This Settlement Agreement is entered into solely for the benefit of OneBeacon, NICO and Collins & Aikman. This Settlement Agreement is not intended to, and does not, give or create any rights to or in any Person other than OneBeacon, NICO and Collins & Aikman.

IX. INADMISSIBILITY

Except as required above, any evidence relating to the negotiation, terms, or facts surrounding this Settlement Agreement shall not be admissible in any future litigation by any Person or Party.

X. CHOICE OF LAW

This Settlement Agreement shall be construed in accordance with the substantive laws of the State of Michigan, without regard to the principles of conflict of laws.

XI. EXCLUSIVE REMEDY FOR BREACH OF REPRESENTATION OR WARRANTY

A. Notwithstanding any provision of this Settlement Agreement, each of the Parties agrees to indemnify and hold harmless the other for its own breach of any representation or warranty that it expressly made in this Settlement Agreement.

B. Each of the Parties agrees that the remedy afforded in Section XI.A. shall be its sole and exclusive remedy for a breach of a representation or warranty made in this Settlement Agreement.

XII. NO ASSIGNMENT

Collins & Aikman represents and warrants that it has not assigned interest in Claims, rights, causes of action or demands released pursuant to this Settlement Agreement. It further believes and maintains that it is the only Person entitled to recover under the Policies for the claims at issue in the Coverage Action.

XIII. ARM'S LENGTH, GOOD FAITH AGREEMENT

The Parties acknowledge and agree that this Settlement Agreement was negotiated at arm's length, was mutually drafted and entered into freely by the Parties with advice of counsel. In the event any ambiguity is found to exist in any provision of this Settlement Agreement, such ambiguity is not to be construed against the drafter of the document or against any other Party. The Parties further agree to cooperate in demonstrating to a court, should the issue arise, that this Settlement Agreement was negotiated and implemented in good faith.

XIV. ENTIRE AGREEMENT

The entire agreement of the Parties relating to the subject matter of this Settlement Agreement is contained herein. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Settlement Agreement supersedes any prior oral or

written agreement, understandings, discussions, negotiations, offers of judgment or statements concerning the subject matter hereof.

XV. AMENDMENTS/WAIVERS

No amendment or waiver of any provision of this Settlement Agreement shall be effective unless the same shall be in writing and signed by duly authorized representatives of OneBeacon, NICO and Collins & Aikman, and such written and signed amendment or waiver shall be effective only in the specific instance and for the specific purpose set forth in the text of the amendment or waiver. The failure of a Party to seek redress for violation of, or to insist upon strict performance of, any provision of this Settlement Agreement shall not be deemed a waiver of that provision or estop that Party from asserting fully all its rights under this Settlement Agreement.

XVI. SEVERABILITY

If any provision of this Settlement Agreement, or any portion of any provision of this Settlement Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Settlement Agreement, which shall remain in full force and effect.

XVII. NOTICE

Notice hereunder shall be provided by overnight delivery as follows:

If to Collins & Aikman, to:
Stacy Fox, Esquire
Collins & Aikman
26533 Evergreen Road, Suite 900
Southfield, Michigan 48076

with a copy to:

William G. Beck, Esquire
Lathrop & Gage L.C.
2345 Grand Blvd., Suite 2800
Kansas City, MO 64108

If to OneBeacon, to:

c/o Edward C. Albanese
Cavell USA, Inc.
2 Central Square
Cambridge, MA 02139

with a copy to:

James A. A. Pabarue, Esquire
Christie, Pabarue, Mortensen and Young
A Professional Corporation
1880 JFK Blvd., 10th Floor
Philadelphia, PA 19103

If to NICO, to:

c/o Edward C. Albanese
Cavell USA, Inc.
2 Central Square
Cambridge, MA 02139

with a copy to:

Douglas W. Ey, Jr., Esquire
Helms Mulliss Wicker
P.O. Box 31247/Charlotte, NC 28231 (Mail Address)
201 N. Tryon Street, Suite 3000/
Charlotte, NC 28202 (Street Address)

XVIII. SECTION HEADINGS

Section headings in this Settlement Agreement are provided solely for the convenience of the Parties and shall not be construed as affecting the rights or the obligations of the Parties under this Settlement Agreement.

XIX. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

WHEREFORE THE PARTIES have caused this Settlement Agreement to be executed on

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their respective behalf as of the dates below the signatures of the duly authorized representatives.

FOR COLLINS & AIKMAN PRODUCTS CO.

By: _____

[signature]

Name: _____

[printed]

Title: _____

Date: _____

Sworn and Subscribed before me this ____ day of _____, _____

Notary Public

Commission expires: _____

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FOR ONEBEACON AMERICA INSURANCE COMPANY:

By: _____
Cavell America agent of
OneBeacon America Insurance Company

By: _____
[signature]

Name: _____
[printed]

Title: _____

Date: _____

Sworn and Subscribed before me this ____ day of _____, _____

Notary Public

Commission expires: _____

FOR NATIONAL INDEMNITY COMPANY:

By: _____

By: _____
[signature]

Name: _____
[printed]

Title: _____

Date: _____

Sworn and Subscribed before me this ____ day of _____, _____

Notary Public

Commission expires: _____

APPENDIX A

POLICY LIST

Policies issued by OneBeacon predecessors to Gulf + Western Industries, Inc.

E16-8009-073

E16-8009-074

EY-8009-081

131LX416561

131LX416578

CY9501224

Policies allegedly issued by OneBeacon predecessors to Mt. Clemens Metal Products Company, Inc.

E16-8178-001

Policies allegedly issued by OneBeacon predecessors to Massachusetts Mohair Plush Co., Inc.

131LC378032

Policies allegedly issued by OneBeacon predecessors to Mt. Clemens Industries, Inc.

ICG 306183

ICG 261086

APPENDIX B

ONEBEACON ENTITIES

General Accident Corporation of America
General Accident Insurance Company
General Accident Insurance Company of America
The Camden Fire Insurance Association
Pennsylvania General Insurance Company
Potomac Insurance Company of Illinois
General Assurance Company
GA Insurance Company of New York
PG Insurance Company of New York
North Pacific Insurance Company
Oregon Automobile Insurance Company
Pilot Insurance Company
The Hawkeye-Security Insurance Company
Hawkeye-Security Insurance Company
United Security Insurance Company
Western State Insurance Company
The Silvey Companies
Farmers and Merchants Insurance Company
Midwestern Insurance Company
New American Life Insurance Company
Tri-State Insurance Company

American Central Insurance Company
American Central Insurance Company
American Employers' Insurance Company
American Marine and General Insurance Company
Bishop Insurance of Hawaii, Inc.
The British General Insurance Company, Limited
British General Insurance Corporation
The California Insurance Company
Central Surety and Insurance Corporation
CGU Insurance
CGU Insurance Company
Columbia Casualty Company
Commercial Union Assurance Company, Limited
Commercial Union Custom Insurance Company
The Commercial Union Fire Insurance Company of New York
CU Homeland Insurance Company
Commercial Union Insurance Company
Commercial Union Insurance Company of America
Commercial Union Insurance Company of Hawaii, Inc.
Commercial Union Insurance Company of New York
CU Lloyd's of Texas

Commercial Union Property and Casualty Insurance Company (Delaware 1978)
Commercial Union Property and Casualty insurance Company (Vermont, 1980)
Commercial Union Property and Casualty Insurance Company (Illinois, 1970)
Commercial Union Property and Casualty Insurance Company (Massachusetts, 1987)
CU Quality Insurance Company
Commercial Union Reinsurance Company (Massachusetts, 1975):
Commercial Union Reinsurance Company (Delaware 1979):
Commercial Union Surplus Lines Insurance Company
CU Syndicate, Inc.
The Commonwealth Insurance Company of New York
Employers Commercial Union Insurance Company
Employers Commercial Union Insurance Company of America
The Employers' Fire Insurance Company
The Employers' Liability Assurance Corporation, Limited
ELAC Insurance Company Limited
ELAC Insurance Corporation
Employers' Surplus Lines Insurance Company
Falcon Insurance Company
C. E. Heath Compensation and Liability Insurance Company
The Halifax Insurance Company
The Halifax Insurance Company of Massachusetts
The Halifax Insurance Company of New York
Hand-In-Hand Fire and Life Insurance Society
Kemper Security Insurance Company
London and Scottish Assurance Corporation, Limited
The Mercantile Insurance Company of America
North British and Mercantile Insurance Company Limited
The North British and Mercantile Insurance Company of New York
The Northern Assurance Company Limited
The Northern Assurance Company of America (Massachusetts, 1954)
The Northern Assurance Company of America (Vermont 1980)
The Ocean Accident and Guarantee Corporation, Limited
The Ocean Marine Insurance Company, Limited
Ocean Marine Insurance Company of New York
OneBeacon America Insurance Company
The Palatine Insurance Company, Ltd.
Palatine Insurance Company of New York
The Pennsylvania Insurance Company
Union Assurance Society, Limited
White Cross Assurance Company
The White Cross Insurance Company, Limited