

IT IS ORDERED as set forth below:



Date: May 29, 2019

Susan D. Barrett

United States Bankruptcy Judge
Southern District of Georgia

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION**

In re:)	Chapter 11
)	
FIBRANT, LLC, et al.,¹)	Case No. 18-10274 (SDB)
)	
)	
Debtors.)	Jointly Administered
)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING THE SECOND AMENDED AND
RESTATED PLAN OF LIQUIDATION DATED AS OF
MAY 22, 2019 FILED BY THE DEBTORS**

Fibrant, LLC and its affiliated debtors-in-possession (collectively, “Debtors”) filed with this Court their voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), on February 23, 2018 (the “Petition Date”). On February 13, 2019, the Debtors filed the *Disclosure Statement for Amended and Restated Plan of*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Fibrant, LLC (6694); Evergreen Nylon Recycling, LLC (7625); Fibrant South Center, LLC (8270); and Georgia Monomers Company, LLC (0042).



Liquidation Filed by Fibrant, LLC, et al. [Docket No. 601] (the “Disclosure Statement”). On May 23, 2019, the Debtors filed their *Second Amended and Restated Plan of Liquidation for Fibrant, LLC, et al.* [Docket No. 848] (as amended and modified to date, the “Plan”).² On February 7, 2019, the Court conducted a hearing on approval of the Disclosure Statement, and on February 14, 2019, the Court entered the *Order Approving (I) the Disclosure Statement with Respect to Amended and Restated Plan of Liquidation; (II) Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan; and (III) Related Notice and Objection Procedures* [Docket No. 604] (the “Disclosure Statement Approval Order”). The Disclosure Statement Approval Order, among other things: (i) approved the Disclosure Statement as containing “adequate information” pursuant to Section 1125 of the Bankruptcy Code; (ii) approved the solicitation procedures for the solicitation of votes on the Plan; (iii) fixed April 5, 2019 as the date by which all ballots to accept or reject the Plan must be received (the “Voting Deadline”); (iv) fixed April 5, 2019 as the last day for creditors and other parties in interest to file objections to confirmation of the Plan (the “Objection Deadline”); (v) scheduled a hearing to consider confirmation of the Plan for April 17, 2019 (the “Confirmation Hearing”); and (vi) prescribed the form and manner of notice with respect to the foregoing.

The Plan provides for equitable and prompt Distributions to creditors of the Debtors and preserves the value of the Estates. The Debtors and the Committee have stated their respective opinions that, under the circumstances of these Bankruptcy Cases, the Plan represents the best possible outcome for all of the Debtors’ stakeholders.

The Confirmation Hearing was adjourned by the Court and was held on May 22, 2019. After having conducted the Confirmation Hearing, reviewed any objections, considered the

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

evidence, exhibits, and records, and considered any remaining objections and arguments of counsel,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. Jurisdiction. The Court has jurisdiction over the Bankruptcy Cases and the subject matter of the Confirmation Hearing pursuant to 28 U.S.C. §§ 157 and 1334. Plan confirmation is a “core proceeding” pursuant to 28 U.S.C. § 157(b)(2), and this Court has jurisdiction to enter this Confirmation Order with respect thereto. 28 U.S.C. §157(b)(2)(A), (L), and (O). The Court also has Constitutional authority to enter final confirmation orders, including those containing third party releases. In Stern v. Marshall, 564 U.S. 462, 131 S.Ct. 2594 (2011), “[t]he Supreme Court merely held that Congress exceeded its authority under the Constitution in one isolated instance by granting bankruptcy courts jurisdiction to enter final judgments on counterclaims that are not necessarily resolved in the process of ruling on a creditor's proof of claim.” In re Safety Harbor Resort and Spa, 456 B.R. 703, 705 (Bankr. M.D. Fla. 2011). In this regard, Stern is a narrow holding that does not extend to limit a bankruptcy court’s consideration of confirmation issues and related third party releases or matters concerning the administration of the estate or the liquidation of assets. See 28 U.S.C. §157(b)(2)(A), (L), and (O); see also In re Safety Harbor, 456 B.R. at 705; In re Fisher Island Invs., Inc., 778 F.3d 1172, 1191-92 (11th Cir. 2015); In re Millennium Lab Holdings II, LLC, 575 B.R. 252 (Bankr. Del. 2017); In re MPM Silicones, LLC, 2014 WL 4436335 at *1-2 (Bankr. S.D.N.Y. Sept. 9, 2014), aff'd, 531 B.R. 321 (S.D.N.Y. 2015), aff'd in part, rev'd in part and remanded sub nom In re MPM Silicones, L.L.C., 874 F.3d 787 (2d Cir. 2017); In re Charles Street African Methodist Episcopal Church of Boston, 499 B.R. 66, 99 (Bankr. D. Mass. 2013) (“[T]he merits of released claims are not in controversy because confirmation of a plan is not an adjudication of the various disputes it touches upon.”). Given the contents of the Plan and

the scope of the releases under consideration in this case, the Court has jurisdiction and Constitutional authority to consider these matters with regard to confirmation, the administration of the estate, and the proceedings affecting liquidation.

Furthermore, the Debtors are eligible for relief under Section 109 of the Bankruptcy Code.

B. Venue. Venue of the Bankruptcy Cases and the subject matter of the Confirmation Hearing are proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Judicial Notice. This Court takes judicial notice of the docket of the Bankruptcy Cases maintained by the Clerk of the Court, including all pleadings, all documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of the Bankruptcy Cases.

D. Voting Solicitation. In conformance with Rules 2002 and 3017 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Debtors solicited votes on the Plan by distributing the following documents to Holders of Claims in Class 3 and Class 4: (i) the Confirmation Hearing Notice (as defined below); (ii) a Ballot for voting on the Plan; (iii) a pre-addressed and postage paid return envelope for the Ballot; and (iv) a flash drive containing copies of the Disclosure Statement (which included the Plan as an Exhibit) and the Disclosure Statement Approval Order. Holders of Claims in Class 4 also received a copy of the letter from the Committee supporting the Plan. In addition, Ballots were supplied to each Person requesting a Ballot who did not otherwise receive a Ballot.

E. Notice. Notice of the Confirmation Hearing, the Voting Deadline, and the Objection Deadline was served in conformance with Rules 2002, 3017, and 3020. The Plan is dated and identifies the entity submitting it, thereby satisfying Bankruptcy Rule 3016(a). As

directed by the Disclosure Statement Approval Order, the following Persons were served with the following indicated materials:

1. All Holders of Class 3 Claims received a transmittal letter; a Class 3 Ballot; a USB flash drive containing the Plan, the Disclosure Statement and the Disclosure Statement Approval Order; the Court-approved notice of the confirmation hearing, objection deadlines, Rule 3018(a) motion deadline, a bold, all-capitalized notice that states that the Plan contains release, injunction and exculpation provisions, and provides notice to former employees of the Debtors regarding the transfer of records to another entity (the “Confirmation Hearing Notice”); and a return envelope.
2. All Holders of Class 4 Claims received a transmittal letter; a Class 4 Ballot; a letter of support from the Committee; a USB flash drive containing the Plan, Disclosure Statement, and the Disclosure Statement Approval Order; the Confirmation Hearing Notice; and a return envelope.
3. All Holders of Equity Interests received a Court-approved Notice of Non-Voting Status Under the Debtors’ Amended and Restated Plan Dated as of February 13, 2019 (the “Non-Voting Notice”) and Confirmation Hearing Notice.
4. All Holders of Priority Claims received the Non-Voting Notice and Confirmation Hearing Notice.
5. All Holders of Miscellaneous Secured Claims received the Non-Voting Notice and Confirmation Hearing Notice.
6. All owners of real property contiguous to the Debtors’ real property, as determined from a review of Richmond County, Georgia’s tax records, received a USB flash drive containing the Plan, Disclosure Statement, the Disclosure Statement Approval Order; and the Confirmation Hearing Notice.
7. All nondebtor parties to Executory Contracts or Unexpired Leases or Applicable Insurance, all parties with Claims subject to pending objections, all parties included on the Master Service List as prescribed by the Court in its *Order Establishing Notice and Administrative Procedures* dated March 7, 2018 [Docket No. 100], all Holders of Class 4 Claims requesting notice at any different address, and all other interested parties not falling into any other defined category (*e.g.*, ELT) received a USB flash drive containing the Plan, Disclosure Statement, and the Disclosure Statement Approval Order; and the Confirmation Hearing Notice.
8. All parties on the Debtors’ creditor matrix—a 49-page matrix including thousands of former employees, former creditors, and other parties that may or may not have an interest in the Debtors’ cases—received a copy of the Confirmation Hearing Notice.

Notice of the Confirmation Hearing, Objection Deadline and Voting Deadline set forth above covers all known Persons that hold or may hold Claims against or Equity Interests in the Debtors, as well as interests in the Debtors' property, or potential Claims related to environmental contamination of the Debtors' real property. Notice was served on February 19, 2019, as evidenced by the affidavit of service [Docket No. 657] filed with this Court. Such notifications to parties in interest included notice of the Environmental Remediation Claims and conditions of the Environmental Remediation Property. The Court finds that notice to known creditors is sufficient under the circumstances of these Bankruptcy Cases.

Furthermore, where a creditor, actual or potential, is not known to the debtor, publication notice of the confirmation hearing and deadline to object to the plan is sufficient to provide due process. *See, e.g., Matter of GAC Corp.*, 681 F.2d 1295, 1300 (11th Cir. 1982) (approving publication notice for unknown creditors under the Bankruptcy Act). On February 27, 2019, the Debtors published the Confirmation Hearing Notice electronically on <http://www.kccllc.net/Fibrant> and once in the legal notices of *USA Today* and the *Augusta Chronicle*, as evidenced by the affidavit of publication [Docket No. 699]. The Court finds that notice of the Plan and of the Confirmation Hearing has been reasonable, adequate, and sufficient in all respects.

F. Tabulation of Acceptances. Upon the *Declaration of Jeffrey R. Miller with Respect to the Tabulation of Votes on the Amended and Restated Plan of Liquidation For Fibrant, LLC, et al.* [Docket No. 790] (the "Ballot Declaration"), the Debtors certified that they received the requisite acceptances both in number and amount from at least one class of creditors for confirmation of the Plan as required under Section 1126 of the Bankruptcy Code. As evidenced by the Ballot Declaration and based upon the record before the Court, the solicitation and

tabulation of acceptances and rejections of the Plan by the Debtors, their counsel, and the Claims Agent was accomplished in a proper, fair, and lawful manner in accordance with the Disclosure Statement Approval Order, all applicable sections of the Bankruptcy Code, and all applicable Bankruptcy Rules. Holders of Miscellaneous Secured Claims in Class 1 and Priority Claims in Class 2 are unimpaired and are, therefore, deemed to accept the Plan. Holders of Equity Interests in Class 5 were deemed to have rejected the Plan. Ballots were transmitted to Holders of Claims in Classes 3 and 4 (the "Voting Classes") in accordance with the Disclosure Statement Approval Order. The Debtors solicited votes for the Plan from the Voting Classes in good faith and in a manner consistent with the Bankruptcy Code. As of the date of the Ballot Declaration, Holders of Claims entitled to vote to accept or reject the Plan voted in the numbers and percentages stated in the Ballot Declaration. At least two-thirds in dollar amount (99.98%) and more than one-half in number (94.12%) of General Unsecured Claims in Class 4 that voted on the Plan voted to accept the Plan. Holders of General Unsecured Claims voted overwhelmingly to accept the Plan. At the Confirmation Hearing, (i) EPD stated on the record that it was voting to accept the Plan, and (ii) EPA stated on the record that it did not oppose confirmation of the Plan. Thereafter, the EPA also filed a Notice of Non-Opposition to confirmation of the Plan and the proposed confirmation order. [Docket No. 851.]

G. Modifications to the Plan. Subsequent modifications to the *Amended and Restated Plan of Liquidation For Fibrant, LLC, et al.* [Docket No. 600] affect only Holders of Claims in Classes that voted to accept the Plan, which Classes are not materially and adversely affected by the modifications contained in the Plan, or Classes of Claims that are not entitled to vote. The Court finds that, pursuant to Bankruptcy Code section 1127(f)(2), no further solicitation of parties-in-interest is required, and that the Plan complies with Bankruptcy Code section 1127.

H. Reasonable Classification of Claims and Equity Interests (Section 1122 and Section 1123(a)(1), (2) and (3)). Article II of the Plan designates Claims and Equity Interests, in compliance with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code, in the following five classes: Miscellaneous Secured Claims (Class 1), Priority Claims (Class 2), Environmental Remediation Claims (Class 3), General Unsecured Claims (Class 4), and Equity Interests (Class 5). The classification of Claims and Equity Interests in Article II of the Plan is reasonable and necessary, has a rational, justifiable, and good faith basis, and places Claims and Equity Interests in a particular Class where such Claims or Equity Interests are substantially similar to the other Claims or Equity Interests of such Class. In light of the foregoing, the Plan complies with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code.

I. No Discrimination (Section 1123(a)(4)). Article III of the Plan provides for all Holders of Claims and Equity Interests within a particular Class to receive identical treatment under the Plan on account of such Claims and Equity Interests unless such a Holder has expressly consented to less favorable treatment. The Plan, therefore, complies with Section 1123(a)(4) of the Bankruptcy Code.

J. Implementation of the Plan (Section 1123(a)(5)). Article V, Article VI, Article X, and other provisions of the Plan provide adequate means for implementation of the Plan, including: (i) substantive consolidation of the Debtors; (ii) the dissolution of the Debtors; (iii) revesting of the Debtors' assets in order to close the ELT Transaction; (iv) the appointment of the Liquidating Agent and billing and collection of accounts receivable by the Liquidating Agent; (v) the maintenance of bank accounts and making of Distributions to holders of Allowed Claims; (vi) the cancellation of existing securities of Debtors; (vii) the transfer of the Debtors' books and records; (viii) the ratification of the Debtors' corporate actions; (ix) the preservation and assignment of the

Debtors' interests in the Applicable Causes of Action, Applicable CIH Insurance Causes of Action and the DSM SPA Causes of Action; (x) the execution of effectuating documents and further related documents; (xi) the closing of the ELT Transaction and the funding of the ChemicalInvest Parties' Settlement Payments; (xii) the establishment of the Creditor Trust and appointment of the Creditor Trustee; (xiii) the potential sale of the South Center Assets; (xiv) the establishment of an Environmental Remediation Trust; (xv) the transfer of the Environmental Remediation Property to ELT; (xvi) the appointment of the Environmental Remediation Trustee; (xvii) the transfer of the remaining Assets; (xviii) the exemption from certain transfer taxes and recording fees; (xix) the establishment of the Litigation Trust and appointment of the Litigation Trustee; (xx) the assumption and/or assignment, or rejection, of executory contracts and unexpired leases; and (xxi) assignment of the Applicable Insurance. The Remediation Payment and Insurance Payment by CIH constitute costs and expenses necessarily incurred pursuant to environmental laws and regulations applicable to the Environmental Remediation Property. Article VIII of the Plan specifies the procedures by which Distributions will be made to Holders of Allowed Claims. Accordingly, the Plan provides adequate, proper, and legal means for its implementation. The Plan, therefore, complies with Section 1123(a)(5) of the Bankruptcy Code.

K. Applicable Insurance; Plan Compliance With Provisions of the Bankruptcy Code (Section 1129(a)(5)(B)). Fibrant is the successor in interest to the various named insureds Columbia Nitrogen Corporation, Columbia Nipro Corporation, Nipro, Inc., and affiliates in respect of the Applicable Insurance. Pursuant to Article V of the Plan and Section 1123(a)(5)(B) of the Bankruptcy Code, the Debtors have exercised sound business judgment in determining that, on the Effective Date, the Debtors shall, pursuant to Sections 105 and 1123(a)(5)(B) of the Bankruptcy Code, transfer and assign (i) to ELT all of the Debtors' rights to assert and pursue claims under

the Applicable ELT Insurance Causes of Action, and ELT shall have the right thereafter to prosecute, settle, enforce, and otherwise realize, or control the prosecution, settlement, enforcement or other realization of, the Debtors' (including any of their predecessors in interest) claims and rights arising under the Applicable ELT Insurance Causes of Action, and (ii) to CIH all of the Debtors' rights to assert and pursue claims under the Applicable CIH Insurance Causes of Action, and CIH shall have the right thereafter to prosecute, settle, enforce, and otherwise realize, or control the prosecution, settlement, enforcement or other realization of, the Debtors' (including any of their predecessors in interest) claims and rights arising under the Applicable CIH Insurance Causes of Action, subject to paragraphs 13 and 14 of this Confirmation Order. The Plan, therefore, complies with Section 1123(a)(5)(B) of the Bankruptcy Code.

L. Equity Securities (Section 1123(a)(6)). Section 1123(a)(6) of the Bankruptcy Code does not apply here because the Debtors have sold or will be transferring substantially all of their assets, all of the Equity Interests will be cancelled under the Plan, and none of the Debtors' stakeholders will receive new equity in consideration for their Claims.

M. Selection of Officers and Directors (Section 1123(a)(7)). Pursuant to Section 7.2 of the Plan, on the Effective Date: (i) the authority, power and incumbency of the persons then acting as officers and managers of the Debtors shall be terminated and such officers and managers shall be deemed to have resigned, and (ii) the Liquidating Agent shall be deemed the sole officer and sole manager of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the equityholder(s) of each Debtor. Lawrence Hirsh, a Managing Director at Alvarez & Marsal North America, LLC, has been selected as the Liquidating Agent by the Debtors, with the agreement of the Committee. Section 6.4 of the Plan establishes the procedures for appointing a successor Liquidating Agent. Accordingly, to the extent Section

1123(a)(7) of the Bankruptcy Code is applicable, the selection of the Liquidating Agent was consistent with the interests of the Debtors' creditors and comports with public policy. The Plan, therefore, complies with Section 1123(a)(7) of the Bankruptcy Code.

N. Payment of Future Income (Section 1123(a)(8)). Section 1123(a)(8) is inapplicable because the Debtors are not individuals.

O. Impairment or Unimpairment of Claims or Equity Interests (Section 1123(b)(1)). Articles II and III of the Plan impair or leave unimpaired each class of Claims and the class of Equity Interests in accordance with Section 1123(b)(1) of the Bankruptcy Code. The Plan, therefore, complies with Section 1123(b)(1) of the Bankruptcy Code.

P. Assumption or Rejection of Executory Contracts and Unexpired Leases (Section 1123(b)(2)). Pursuant to Article V of the Plan, the Debtors have exercised sound business judgment in determining that, on the Effective Date (i) the Executory Contracts or Unexpired Leases listed on Schedule 2 to the Plan shall be deemed assumed by Fibrant and assigned to ELT, (ii) the Executory Contracts or Unexpired Leases listed on Schedule 3 to the Plan shall be deemed assumed by Fibrant, and (iii) all other Executory Contracts or Unexpired Leases of the Debtors shall be deemed rejected by the Debtors, except for any Executory Contract or Unexpired Lease that: (a) has been previously rejected or assumed by the Debtors pursuant to an order of this Court, (b) is the subject of a motion to assume filed by the Debtors which is pending on the Effective Date, or (c) is assumed by any Debtor pursuant to the Plan or this Confirmation Order. Further, no cure payments are due or payable in connection with the assumption of any Executory Contracts or Unexpired Leases under the Plan and, therefore, all Cure Claim Amounts are \$0. The Plan, therefore, complies with Section 1123(b)(2) of the Bankruptcy Code.

Q. Release of Certain Causes of Action (Section 1123(b)(3)(A)). Sections 10.3 and 10.10 of the Plan provide for certain releases of claims held by the Debtors and the Estates. The releases contained in Sections 10.3 and 10.10 of the Plan are part of a global settlement between the Debtors, the ChemicalInvest Parties and the creditors, and such releases comply with Section 1123(b)(3)(A) of the Bankruptcy Code.

R. Pursuit of Causes of Action (Section 1123(b)(3)(B)). The Plan provides that after the Effective Date, the Litigation Trustee, ELT, and CIH, in their respective sole and absolute discretion (except as provided in Section 10.7 of the Plan) shall have the right to bring, settle, release, compromise, or enforce Applicable Causes of Action, Applicable CIH Insurance Causes of Action, and DSM SPA Causes of Action (or decline to do any of the foregoing), without further approval of this Court. Specifically, Section 6.10 of the Plan provides that (i) the Litigation Trust (as assignee of the Debtors) will retain and may (but is not required to) enforce all Causes of Action, (ii) ELT (as assignee of the Debtors) will be assigned and may (but is not required to) enforce all Applicable ELT Insurance Causes of Action, which shall constitute choses in action, and (iii) CIH (as assignee of the Debtors) will be assigned and may (but is not required to) enforce all DSM SPA Causes of Action and the Applicable CIH Insurance Causes of Action, which shall constitute choses in action. The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Applicable Cause of Action, Applicable CIH Insurance Cause of Action or DSM SPA Cause of Action in the Plan does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Agent, the Litigation Trust, ELT, CIH or the Debtors of such claim, right of action, suit, proceeding or other Applicable Cause of Action, Applicable CIH Cause of Action or DSM SPA Cause of Action, and the Litigation Trust, ELT, and CIH will retain the right to pursue such claims, rights of action, suits, proceedings and other Applicable Causes of

Action, Applicable CIH Cause of Action and DSM SPA Cause of Action (as applicable), each in its respective sole discretion, and neither the entry of this Confirmation Order nor the terms of the Plan and the Disclosure Statement will result in a bar to such claims, actions, causes of action, suits, choses in action or rights to payment under any preclusion doctrine, including the doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, late or insufficient notice to claimant, estoppel (judicial, equitable or otherwise) or laches, except where such claims, actions, causes of action, suits, choses in action or rights to payment have been released in the Plan (including, for the avoidance of doubt, the releases contained in Section 10.3 and Section 10.10 of the Plan) or any other order of the Court. Without limiting the generality of the foregoing, any and all claims, rights of action, suits and proceedings against any one or more of the DSM Entities are expressly preserved.

S. Plan Compliance With Provisions of the Bankruptcy Code (Section 1129(a)(1)).

The Plan complies with all applicable provisions of the Bankruptcy Code, including Sections 1122 and 1123 of the Bankruptcy Code. The Plan, therefore, complies with Section 1129(a)(1) of the Bankruptcy Code.

T. Proponent's Compliance With Applicable Provisions of the Bankruptcy Code (Section 1129(a)(2)). As described previously, the Debtors have fully complied with the provisions of Sections 1125 and 1126 of the Bankruptcy Code and with Bankruptcy Rules 3017 and 3018 regarding disclosure and notice. The Debtors, therefore, have satisfied the applicable requirements of Section 1129(a)(2) of the Bankruptcy Code.

U. Plan Proposed in Good Faith (Section 1129(a)(3)). The Plan has been proposed in good faith and not by any means forbidden by law. The Plan was proposed by the Debtors with the intent to realize the maximum benefit for the Debtors' stakeholders. The Plan was the product

of good faith, arms-length negotiations among the Debtors, the Committee, the ChemicalInvest Parties, ELT, EPD, EPA, and certain other parties, and the Plan is consistent with the interests of all the Estates' constituencies. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Bankruptcy Cases and the formulation of the Plan and has concluded that there is a reasonable likelihood that the Plan will achieve a result consistent with the objectives and purposes of the Bankruptcy Code. The Debtors, therefore, have satisfied the requirements of Section 1129(a)(3) of the Bankruptcy Code.

V. Payment of Costs and Expenses (Section 1129(a)(4)). Any payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Bankruptcy Cases, or in connection with the Plan and incident to the Bankruptcy Cases, have, to the extent required by the Bankruptcy Code, the Bankruptcy Rules, or the various orders of this Court, been approved by, or are subject to the approval of, this Court as reasonable. The Plan, therefore, complies with Section 1129(a)(4) of the Bankruptcy Code.

W. Disclosure of Identities of Officers and Managers (Section 1129(a)(5)). Pursuant to Section 7.2 of the Plan, on the Effective Date, the Liquidating Agent shall be deemed the sole officer and sole manager of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the equityholders of each Debtor. The Debtors and the Committee have agreed to the designation, as set forth in the Plan, of Lawrence Hirsh as the Liquidating Agent. Pursuant to Article XIII and other provisions of the Plan, the Creditor Trustee shall have and exercise the power set forth in the Plan. The Debtors and the Committee have agreed to the designation, set forth in the Plan, of GlassRatner Advisory & Capital Group, LLC, acting

by and through Joseph Pegnia, as the Creditor Trustee. On and after the Effective Date, no insiders shall be employed by the Debtors. The Plan, therefore, complies with Section 1129(a)(5) of the Bankruptcy Code.

X. No Rate Change (Section 1129(a)(6)). The Plan does not provide for any rate change over which a governmental regulatory commission will have jurisdiction. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Plan.

Y. Best Interest of Creditors (Section 1129(a)(7)). With respect to each Class of impaired Claims and Equity Interests in the Debtors, each holder of a Claim or Equity Interest of such Class either (a) has accepted (or is deemed to have accepted) the Plan, or (b) will receive or retain under the Plan on account of such Claim or Equity Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code. The Plan, therefore, complies with Section 1129(a)(7) of the Bankruptcy Code.

Z. Plan Acceptance (Section 1129(a)(8)). Class 5 is impaired and deemed to have rejected the Plan. Therefore, the Plan does not satisfy the requirements of Section 1129(a)(8) of the Bankruptcy Code. However, as set forth herein, the Plan meets the requirements of Section 1129(b) of the Bankruptcy Code.

AA. Plan Treatment of Administrative Expense Claims, Priority Claims, and Tax Claims (Section 1129(a)(9)). The Plan satisfies the requirements of Section 1129(a)(9) of the Bankruptcy Code with respect to the treatment of Administrative Expense Claims, Priority Claims and Tax Claims.

BB. Acceptance by at Least One Impaired Class (Section 1129(a)(10)). The Plan has been accepted by Class 3³ and Class 4 and, therefore, has been accepted by at least one Class of impaired Claims under the Plan (which acceptance has been determined without including any vote by any insider). The Plan, therefore, complies with Section 1129(a)(10) of the Bankruptcy Code.

CC. Feasibility (Section 1129(a)(11)). Except for the liquidation and transfers of Assets provided for in the Plan, confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. The Plan, therefore, complies with Section 1129(a)(11) of the Bankruptcy Code.

DD. Payment of Fees (Section 1129(a)(12)). Section 1129(a)(12) of the Bankruptcy Code requires the payment of all fees payable under 28 U.S.C. § 1930. Section 10.13.3 of the Plan provides that: “All fees required to be paid by 28 U.S.C. §1930(a)(6) (“US Trustee Fees”) will accrue and be timely paid until the Bankruptcy Cases are closed, dismissed or converted to another chapter of the Bankruptcy Code. Any US Trustee Fees that are due and owing as of the Effective Date will be paid on the Effective Date. From and after the Effective Date, the Liquidating Agent shall file the reports and cause the Estates to pay the US Trustee Fees as contemplated by this Section 10.13.3.” Moreover, Section 4.2.1 of the Plan provides for the payment in full of all Allowed Administrative Expense Claims. The Plan defines “Administrative Expense Claim” to include “all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code.” The Plan, therefore, complies with Section 1129(a)(12) of the Bankruptcy Code.

³ At the Confirmation Hearing, EPD stated on the record that it was voting to accept the Plan.

EE. Retiree Benefits (Section 1129(a)(13)). The Debtors are not (and, as of the Petition Date, were not) obligated to provide any retiree benefits as that term is defined pursuant to Section 1114 of the Bankruptcy Code. Accordingly, Section 1129(a)(13) is inapplicable.

FF. Domestic Support Obligations (Section 1129(a)(14)). The Debtors are not individuals and they have no domestic support obligations. Section 1129(a)(14) of the Bankruptcy Code is, therefore, inapplicable.

GG. Requirements for Debtors that Are Individuals (Section 1129(a)(15)). Section 1129(a)(15) of the Bankruptcy Code only applies to individuals. The Debtors are not individuals, and Section 1129(a)(15) is, therefore, inapplicable.

HH. Transfer of Property (Section 1129(a)(16)). Each Debtor is a moneyed, business, or commercial corporation. Accordingly, Section 1129(a)(16) of the Bankruptcy Code is inapplicable.

II. The Plan Does Not Discriminate Unfairly and is Fair and Equitable (Section 1129(b)). With respect to the Class that is impaired under, and has not accepted, the Plan, the Plan does not discriminate unfairly and is fair and equitable. With respect to Class 5, the non-accepting impaired class, no Holder of any Equity Interest that is junior to the interests of this Class will receive or retain under the Plan on account of such junior interest any property. Accordingly, Section 1129(b) of the Bankruptcy Code is satisfied.

JJ. No Other Plan (Section 1129(c)). Other than the Plan, no reorganization or liquidation plan has been filed with respect to the Bankruptcy Cases. Therefore, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

KK. Avoidance of Taxes or Application of Securities Laws (Section 1129(d)). No party in interest that is a governmental unit (as defined in the Bankruptcy Code) has objected to the Plan

on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and the Court finds this is not the principal purpose of the Plan. The Plan, therefore, satisfies the requirements of Section 1129(d) of the Bankruptcy Code.

LL. Release, Injunction and Exculpation. The release, injunction, and exculpation provisions set forth in the Plan and this Confirmation Order: (i) are within the jurisdiction of this Court under 28 U.S.C. Section 1334 of the Bankruptcy Code; (ii) are each an essential means of implementing the Plan pursuant to Section 1123(a)(5) of the Bankruptcy Code; (iii) are integral elements of the settlements and compromises incorporated in the Plan; (iv) confer material benefits on, and thus are in the best interests of, the Debtors, their estates, their stakeholders, and other parties in interest; (v) are part of a global settlement between the ChemicalInvest Parties (on the one hand) and the Debtors, their creditors, other stakeholders and parties in interest (on the other hand), pursuant to which the ChemicalInvest Parties have agreed to make the Settlement Payments; and (vi) are, under the facts and circumstances of the Bankruptcy Cases, consistent with and permitted pursuant to Sections 105, 1123 and 1129 and all other applicable provisions of the Bankruptcy Code. Further, reasonable, adequate, and sufficient notice of and opportunity to be heard with respect to such release, injunction, and exculpation provisions have been provided under the circumstances and such notice and opportunity have complied with all provisions of the Bankruptcy Code, Bankruptcy Rules, and all other applicable rules and law, including Bankruptcy Rules 2002(c)(3), 3016(c), 3017(f) and 3020.

MM. Exemption from Transfer Taxes. All transfers of property by the Debtors on and subsequent to the Effective Date are transfers under the Plan and shall be free from the imposition of transfer taxes, stamp taxes, recording fees or other fees or taxes of the kind specified in Section

1146(a) of the Bankruptcy Code and are subject to the exemptions of Section 1146 of the Bankruptcy Code.

NN. Good Faith Solicitation. Based upon the record before the Court, the Debtors and their counsel and other professionals have formulated and filed the Plan, obtained approval of the Disclosure Statement, and solicited votes on the Plan all in good faith and in compliance with the applicable provisions of the Bankruptcy Code and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan.

OO. Good Faith. The Debtors, the ChemicalInvest Parties, and the Committee, as well as each of their respective members, employees, officers, managers, agents, advisors, attorneys, and financial advisors, have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to Sections 1125(e) and 1129(a)(3) of the Bankruptcy Code, with respect to the negotiation, proposal, and administration of the Plan, the solicitation of acceptances with respect thereto, and the property to be distributed thereunder and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan.

PP. Good Faith of Transferees; No Collusion. No purchaser or transferee of any of the Debtors' assets pursuant to the Plan (including ELT) is an insider (as that term is defined in section 101(31) of the Bankruptcy Code) of any of the Debtors. Upon the closing of the transactions pursuant to the ELT Property Transfer Agreement, ELT will be purchasing or taking title to the Environmental Remediation Property in good faith, and is a good faith purchaser, within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to, and granted pursuant to pursuant to the provisions of the applicable agreements, the full rights, benefits,

privileges, and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the ELT Transaction in that, *inter alia*: (i) ELT recognized that the Debtors were free to deal with any other party interested in acquiring the Debtors' assets; (ii) ELT complied with the provisions of any applicable order of this Court; (iii) ELT has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (iv) no common identity of directors, managers or controlling equityholders exists between ELT, on the one hand, and any of the Debtors, on the other hand; and (vi) the negotiation and execution of the ELT Property Transfer Agreement, the Environmental Remediation Trust Agreement and the entirety of the related documentation were at arms' length and in good faith. None of the Debtors, ELT, or any of their respective affiliates, partners, members, subsidiaries, officers, directors, managers, principals, employees, agents, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and their respective successors and assigns, each in their capacity as such, has engaged in any conduct that would cause or permit the ELT Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

QQ. Substantive Consolidation. The substantive consolidation of the Debtors as set forth in the Plan is reasonable, appropriate and supported by the facts of these Bankruptcy Cases. Fibrant owns, directly or indirectly, all three other Debtors. All of the Debtors have common officers and managers. Historically, Fibrant paid all of the expenses and liabilities of the other Debtors, all business of the Debtors was conducted under the Fibrant name, the Debtors other than Fibrant generally had no separate bank accounts, and Fibrant used the assets of the other Debtors in conducting its business. All of the Debtors conducted business at the same physical location.

No creditor has objected to substantive consolidation and substantive consolidation will not prejudice or harm any creditor. The benefits of substantive consolidation in these Bankruptcy Cases include elimination of duplicative corporate filings, elimination of the cost of four parallel plans and disclosure statements, elimination of the cost of four separate closings of the ELT Transaction, and assurance for ELT that its rights to the Debtors' real and personal property are bound up in one plan and one confirmation order.

RR. Sale of South Center Assets. Due, adequate and sufficient notice of the proposed sale of the South Center Assets to Augusta Sulfate Company, LLC ("Augusta Sulfate") or its assigns (collectively, the "South Center Purchaser"), pursuant to the Real Estate Purchase Contract (the "South Center Contract") that was filed with the Court on May 17, 2019 [Docket No. 833], was provided by the Debtors and no other or further notice of the proposed transaction is necessary. The consideration to be paid by the South Center Purchaser under the South Center Contract is the result of extensive marketing of the subject property by a third party broker and constitutes fair and reasonable consideration for the transferred assets. The Debtors and the South Center Purchaser negotiated and entered into the South Center Contract in good faith, without collusion and from arm's-length bargaining positions, and the South Center Purchaser would not have entered into the South Center Contract and would not consummate the transactions contemplated thereby if the sale of the subject assets was not free and clear of any and all Claims and interests.

SS. Retention of Jurisdiction. The Court may properly, and hereby does, retain jurisdiction over the Debtors and the Estates with respect to the matters set forth in Article XII of the Plan and paragraph 62 of this Confirmation Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

Confirmation of Plan

1. Confirmation. The Plan shall be, and hereby is, confirmed, having met the requirements of Section 1129 of the Bankruptcy Code. Objections to confirmation of the Plan were filed or raised by DSM, EPD, the Office of the United States Trustee, Augusta Sulfate, and certain insurance companies that issued or allegedly issued certain of the Applicable Insurance policies. All such objecting parties shall be deemed to have notice of the Plan, this proceeding, and the matters discussed therein. Any and all objections to the Plan not previously withdrawn or resolved under the terms of this Confirmation Order are hereby overruled in their entirety. The terms of the Plan are incorporated herein and are an integral part of this Confirmation Order. The provisions of this Confirmation Order are integrated with each other and are mutually dependent and are not severable.

2. Findings of Fact and Conclusions of Law. The findings of this Court set forth above and the conclusions of law stated herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any provision designated herein as a finding of fact is more properly characterized to be a conclusion of law, it shall be so deemed, and vice versa.

Approval of Plan Provisions

3. Plan Classification Controlling. The classification of Claims for purposes of Distributions provided for under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims, if any, set forth in the Ballots tendered or returned by the Debtors' creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event

shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for Distribution purposes, and (c) shall not be binding on the Debtors.

4. Confirmation Hearing Record. The record of the Confirmation Hearing shall be, and hereby is, closed as of May 22, 2019.

5. Implementation of the Plan. In accordance with Section 1142 of the Bankruptcy Code, the implementation and consummation of the Plan in accordance with its terms shall be, and hereby is, authorized and approved and the Debtors, the Liquidating Agent, the Creditor Trustee, the Environmental Remediation Trustee, the Litigation Trustee and any other Person designated pursuant to the Plan shall be, and they hereby are, authorized, empowered, directed, and ordered to execute, deliver, file, and record contracts, instruments, releases, indentures, and other agreements or documents, whether or not such document, agreement, indenture, release, instrument, or contract is specifically referred to in the Plan or the Disclosure Statement, and to take any action necessary, appropriate or desirable to implement, effectuate, and consummate the Plan in accordance with its terms. The Debtors, the Liquidating Agent and the Creditor Trustee are hereby authorized and directed to make all payments and Distributions required under the Plan and to implement the Plan in all respects.

6. Binding Effect. Pursuant to Section 1141 of the Bankruptcy Code, the Plan and this Confirmation Order shall be legally binding upon and inure to the benefit of the Debtors, their Estates, the Committee, the Liquidating Agent, the Creditor Trustee, the Environmental Remediation Trustee, the Litigation Trustee, ELT, CIH, the ChemicalInvest Affiliated Parties, the Holders of Claims, the Holders of Equity Interests, all other parties in interest in the Bankruptcy Cases, and their respective successors and assigns. Each federal, state, commonwealth, local, or other governmental agency or department is hereby directed and ordered to accept any and all

documents and instruments necessary, useful, or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan or herein.

7. Effective Date. The Effective Date shall mean the date specified by the Debtors in the Confirmation Notice (defined below) filed with this Court as the date on which the Plan shall take effect, which date shall be not more than ten (10) Business Days after the date on which the conditions to the Effective Date provided for in the Plan have been satisfied or waived by the Debtors and CIH.

8. Record Date. Pursuant to Section 1.1.103 of the Plan, the Record Date for determining the identity of Holders of Allowed Claims entitled to receive Distributions under the Plan shall be May 22, 2019.

9. Administrative Bar Date (General). Except as otherwise provided in the Plan, any Person holding an Administrative Expense Claim (other than a claim for Professional Compensation) shall file a proof of such Administrative Expense Claim with the Claims Agent within sixty (60) days after the Liquidating Agent provides notice by mail or by publication, in a form and manner approved by this Court, of the Effective Date. At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for the Liquidating Agent. **Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim by the Debtors and the Estates.**

10. Administrative Bar Date (Professionals). Any Person seeking an award by this Court of Professional Compensation shall file a final application with this Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date within sixty (60) days after the Effective Date. The provisions of this paragraph

shall not apply to any professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* entered in the Bankruptcy Cases on May 1, 2018.

11. Approval of Assumption/Assignment/Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, (i) the Executory Contracts or Unexpired Leases listed on Schedule 2 to the Plan shall be deemed assumed by Fibrant and assigned to ELT, (ii) the Executory Contracts or Unexpired Leases listed on Schedule 3 of the Plan shall be deemed assumed by Fibrant, and (iii) all other Executory Contracts or Unexpired Leases of the Debtors shall be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except those Executory Contracts or Unexpired Leases that (a) have been previously rejected or assumed by any Debtor pursuant to an order of the Bankruptcy Court, (b) are the subject of a motion to assume filed by any Debtor which is pending on the Effective Date, or (c) are assumed by any Debtor pursuant to the Plan or this Confirmation Order. No cure payments are due or payable in connection with the assumption of any Executory Contracts or Unexpired Leases under the Plan and, therefore, all Cure Claim Amounts are \$0. The entry of this Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code, of the assumption, assumption and assignment or rejection (as applicable) of Executory Contracts or Unexpired Leases pursuant to Section 5.1 of the Plan.

12. Transfer and Assignment of Certain Applicable Insurance Causes of Action. Pursuant to Article V of the Plan and Sections 105 and 1123(a)(5)(B) of the Bankruptcy Code, on the Effective Date, the Debtors shall transfer and assign (i) to ELT all of the Debtors' rights to assert and pursue claims under the Applicable ELT Insurance Causes of Action, and ELT shall

have the right thereafter to prosecute, settle, enforce, and otherwise realize, or control the prosecution, settlement, enforcement or other realization of, the Debtors' (including any of their predecessors in interest) claims and rights arising under the Applicable ELT Insurance Causes of Action, and (ii) to CIH all of the Debtors' rights to assert and pursue claims under the Applicable CIH Insurance Causes of Action, and CIH shall have the right thereafter to prosecute, settle, enforce, and otherwise realize, or control the prosecution, settlement, enforcement or other realization of, the Debtors' (including any of their predecessors in interest) claims and rights arising under the Applicable CIH Insurance Causes of Action.

13. Applicable Insurance. Nothing in the Plan, this Confirmation Order, or any documents relating thereto (including any other provision that purports to be preemptory or supervening or grants an injunction, exculpation or release): (a) modifies, limits, waives or releases any defenses the Debtors' insurers ("Insurers") may have under any insurance policies under which the Debtors, the Litigation Trust, CIH, ELT, or any other successor to or assignee of the Debtors seeks coverage (the "Policies") or any agreements related to the Policies (together, with the Policies, the "Insurance Agreements"), other than a defense based on the fact of any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action or the Applicable ELT Insurance Causes of Action pursuant to the Plan; (b) modifies any of the terms, conditions, exclusions, limitations and/or endorsements contained in the Insurance Agreements; (c) shall be deemed to create, enlarge or modify insurance coverage under the terms of the Insurance Agreements, or creates any right of action against the Insurers that does not otherwise exist under applicable nonbankruptcy law; (d) shall be deemed to alter, limit or prejudice the rights and/or defenses of any party (other than a defense based on the fact of any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action or the Applicable ELT Insurance Causes of

Action pursuant to the Plan), or limit the relief available or change the burden or standard of proof in any pending or subsequent litigation in which the Insurers, the Debtors, the Litigation Trust, CIH, ELT, or any other successor to or assignee of the Debtors may seek a declaration or other relief regarding the existence or extent of coverage under the Insurance Agreements; (e) shall be deemed to release or exculpate any insured, or any alleged successor to or assignee of any insured, from any past, present, ongoing or future breach of any of the duties and obligations of any insured under the Insurance Agreements (other than a breach that would arise from the fact of any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action or the Applicable ELT Insurance Causes of Action pursuant to the Plan); or (f) shall be construed as a waiver of Insurers' right to claim any prepetition action, failure to act, transaction or Plan transaction, other than the fact of any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action or the Applicable ELT Insurance Causes of Action pursuant to the Plan, violates a policy condition.

14. Agreements With Respect to Debtors' Assignments of Certain Rights Under Policies. Insurers acknowledge and agree that the fact of any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action to CIH or Debtors' interest in the Applicable ELT Insurance Causes of Action to ELT pursuant to the Plan does not in and of itself constitute a default and/or a defense to any coverage that otherwise exists; provided, however, that: (a) any assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action or Debtors' interest in the Applicable ELT Insurance Causes of Action pursuant to the Plan is subject to all the terms, conditions, exclusions, limitations and/or endorsements of the Policies, and to the Insurers' rights to assert any defense or default arising from either the pre-assignment conduct of the insured or the post-assignment conduct of the assignee(s), other than any defense based upon the fact of the

assignment itself; (b) neither any purported assumption of the Policies, nor the assignment of Debtors' interest in the Applicable CIH Insurance Causes of Action and the Applicable ELT Insurance Causes of Action pursuant to the Plan, shall constitute or be construed for purposes of Section 365 of the Bankruptcy Code as a finding or determination that no defaults exist under the Policies or that any defaults have been or can be cured; (c) the assignment of the Applicable CIH Insurance Causes of Action and the Applicable ELT Insurance Causes of Action shall not constitute or be construed as relieving the Debtors or any successor to or assignee of the Debtors of the burden of proving the existence and terms of any disputed Policies; and (d) the Applicable CIH Insurance Causes of Action and the Applicable ELT Insurance Causes of Action shall be deemed mutually exclusive and non-duplicative, such that as between CIH and ELT, only one party shall be entitled to assert any given Insurance Cause of Action, and the adjudication, settlement, dismissal or resolution of any Insurance Cause of Action as to one party shall be binding, conclusive and preclusive as to the other.

15. Bar Date for Rejection Damage Claims. **All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any Executory Contracts or Unexpired Leases, if any, must be filed with the Claims Agent and served upon counsel for the Liquidating Agent within thirty (30) days after the Effective Date. Any Claims arising from the rejection of Executory Contracts or Unexpired Leases that become Allowed Claims are classified and shall be treated as Class 4 General Unsecured Claims. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan not filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates and property of the Debtors unless otherwise ordered by this Court or provided in the Plan. Notwithstanding the foregoing, a Claim for damages arising from**

the rejection of an Executory Contract or Unexpired Lease rejected pursuant to a different order of this Court must be filed prior to any bar date set forth in such order.

16. Vesting of the Debtors' Assets. Except as otherwise set forth in this Confirmation Order or the Plan, all property of the Debtors and their Estates shall vest automatically in the Debtors on the Effective Date (without the necessity of executing any instruments of assignment), for the express purposes of allowing the Debtors to close the ELT Transaction and consummate the Plan, and for the Liquidating Agent and Creditor Trustee to make Distributions to Holders of Claims pursuant to the terms and conditions of the Plan. Fibrant shall be the successor in interest to the various named insureds Columbia Nitrogen Corporation, Columbia Nipro Corporation, Nipro, Inc., and affiliates in respect of the Applicable Insurance. On the Effective Date, the Debtors shall transfer to the Creditor Trust (i) the Creditor Trust Reserve, (ii) all Estate Cash, and (iii) the Estate Payment (to the extent not transferred directly to the Creditor Trust by the ChemicalInvest Parties). In addition, on the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, (a) the Causes of Action shall be deemed transferred, conveyed and assigned to and vest in the Litigation Trust, (b) the Estates' interest in the Applicable ELT Insurance Causes of Action shall be deemed transferred, conveyed and assigned to and vest in ELT, and (c) the DSM SPA Causes of Action and the Estates' interest in the Applicable CIH Insurance Causes of Action shall be deemed transferred, conveyed and assigned to and vest in CIH; *provided, however*, that the Net Litigation Proceeds shall be distributed to CIH and, if applicable, to the Creditor Trust (so as to permit Distributions to Holders of Allowed Class 4 General Unsecured Claims pursuant to section 3.4 of the Plan). As of the Effective Date, (i) all property of the Debtors shall be free and clear of all Liens, Claims and Equity Interests, and (ii) the rights of Holders of Claims to receive Distributions shall be governed by the Plan.

17. Preservation of All Causes of Action Not Expressly Settled or Released. Unless a claim, action, cause of action, suit, chose in action or right to payment against any Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order of the Court (including this Confirmation Order), the Debtors and their Estates expressly reserve such claim, action, cause of action, suit, chose in action or right to payment for later adjudication or administration (including claims, actions, causes of action, suits, choses in action or rights to payment not specifically identified or described in the Plan or elsewhere or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances which may change or be different from those the Debtors now believe to exist), and neither the entry of this Confirmation Order nor the terms of the Plan and the Disclosure Statement will result in a bar to those reserved claims, actions, causes of action, suits, choses in action or rights to payment under any preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, late or insufficient notice to claimant, estoppel (judicial, equitable or otherwise) or laches, except where such claims, actions, causes of action, suits, choses in action or rights to payment have been released in the Plan (including, for the avoidance of doubt, the releases contained in Section 10.3 and Section 10.10 of the Plan) or any other order of the Court. In addition, the Debtors and their Estates expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including the plaintiffs or co-defendants in such lawsuits.

18. Prosecution or Settlement of Causes of Action. In accordance with Section 1123(b)(3) of the Bankruptcy Code and as set forth in Section 6.10 of the Plan, (i) the Litigation Trust (as assignee of the Debtors) will retain and may (but is not required to) enforce all Causes

of Action, (ii) ELT (as assignee of the Debtors) will retain and may (but is not required to) enforce all Applicable ELT Insurance Causes of Action, and (iii) CIH (as assignee of the Debtors) will retain and may (but is not required to) enforce all DSM SPA Causes of Action and the Applicable CIH Insurance Causes of Action. After the Effective Date, the Litigation Trustee, ELT, and CIH, in their respective sole and absolute discretion (except as provided in Section 10.7 of the Plan), shall have the right to bring, settle, release, compromise, or enforce such Applicable Causes of Action, Applicable CIH Insurance Causes of Action, and DSM SPA Causes of Action (or decline to do any of the foregoing), without further approval of the Court. The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Applicable Cause of Action, Applicable CIH Insurance Cause of Action or DSM SPA Cause of Action in the Plan does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Agent, the Litigation Trust, ELT, CIH or the Debtors of such claim, right of action, suit, proceeding or other Applicable Cause of Action, Applicable CIH Cause of Action or DSM SPA Cause of Action, and the Litigation Trust, ELT, and CIH will retain the right to pursue such claims, rights of action, suits, proceedings and other Applicable Causes of Action, Applicable CIH Causes of Action and DSM SPA Causes of Action (as applicable), each in its respective sole discretion, and neither the entry of this Confirmation Order nor the terms of the Plan and the Disclosure Statement will result in a bar to such claims, actions, causes of action, suits, choses in action or rights to payment under any preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, late or insufficient notice to claimant, estoppel (judicial, equitable or otherwise) or laches, except where such claims, actions, causes of action, suits, choses in action or rights to payment have been released in the Plan (including, for the avoidance of doubt, the releases contained in Section 10.3 and Section 10.10 of the Plan) or any other order of the

Court. Without limiting the generality of the foregoing, any and all claims, rights of action, suits, or proceedings against any one or more of the DSM Entities are expressly preserved.

19. Liquidating Agent. Lawrence Hirsh, a Managing Director at Alvarez & Marsal North America, LLC, is approved as the Liquidating Agent under the Plan as a professional person pursuant to the applicable provisions of the Bankruptcy Code. Except as otherwise specifically provided for in this Confirmation Order or in the Plan, the Liquidating Agent shall direct and oversee the Debtors' business activities, conduct the final liquidation and distribution of the Estates and conduct the wind-up of the Debtors' affairs, in each case in accordance with the terms and conditions of this Confirmation Order and the Plan.

20. Powers of the Liquidating Agent. The Liquidating Agent shall have the rights, powers and duties as set forth in the Plan and shall be responsible for administering the Plan under the terms and subject to the conditions set forth in this Confirmation Order and in the Plan. After the Effective Date, the Liquidating Agent shall be authorized to take, on behalf of the Debtors, all necessary, desirable or appropriate actions to direct and oversee any remaining business activities, winddown activities, and to proceed with an orderly, expeditious and efficient liquidation and distribution of the Estates. The Liquidating Agent shall be authorized to retain or engage, or to cause the Debtors to retain or engage, such employees, professional persons and agents as are appropriate or desirable to continue the liquidation of the Estates. Further, the Liquidating Agent shall be authorized to make Distributions from the Retained Proceeds to pay the costs and expenses incurred after the Effective Date in connection with the administration, liquidation and distribution of the Estates, without the necessity of providing any notice or seeking or obtaining any approval of the Court with respect to such Distributions. Without limiting the generality of the foregoing, the Liquidating Agent shall be authorized to make Distributions from the Retained Proceeds to

pay the fees and expenses of any professional persons retained by the Liquidating Agent and/or the Debtors. The Liquidating Agent shall be the representative of the Estates as contemplated by section 1123(b)(3)(B) of the Bankruptcy Code. Except as otherwise specifically provided in the Plan, the Liquidating Agent shall have full and exclusive power and authority to act on behalf of the Debtors and shall be responsible for performing the duties of the Debtors under the Plan. The Liquidating Agent shall have the rights, duties and powers of a trustee appointed pursuant to sections 701, 702 and 1104 of the Bankruptcy Code to act on behalf of the Debtors with regard to the administration of the Bankruptcy Cases and the assets of the Estates. No recourse shall ever be had, directly or indirectly, against the Liquidating Agent personally, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidating Agent under the Plan, or by reason of the creation of any indebtedness by the Liquidating Agent under the Plan for any purpose authorized by the Plan, save and except in cases of defalcation, misappropriation, fraud or gross negligence by the Liquidating Agent, it being expressly understood and agreed that such liabilities, promises, contracts, instruments, undertakings, obligations, covenants and agreements shall be enforceable only against and be satisfied only out of the assets of the Debtors or shall be evidence only of a right of payment from the Debtors' assets. The Liquidating Agent shall be indemnified and held harmless by the Estates from and against any expenses (including the reasonable fees and expenses of counsel), damages or losses incurred or suffered by the Liquidating Agent in connection with any claim or demand which in any way arises out of or relates to the Plan or the services of the Liquidating Agent under the Plan; provided, however, if the Liquidating Agent is guilty of defalcation, misappropriation, fraud or gross negligence, then the Liquidating Agent shall bear all losses, damages and expenses arising

as a result of such defalcation, misappropriation, fraud or gross negligence. The Liquidating Agent may resign at any time in its sole discretion, and such resignation shall be effective upon the earlier of (i) 30 days after the Liquidating Agent has given written notice of resignation to the Creditor Trustee and filed such notice with the Court, and (ii) the date the Court approves a successor to the resigning Liquidating Agent. In case of the resignation of the Liquidating Agent, a successor shall thereupon be appointed by the Creditor Trustee, subject to approval of the Court, or, in the event that the Creditor Trustee does not exist or does not exercise such right of appointment, by the Court. The Liquidating Agent shall be reimbursed for any out-of-pocket expenses incurred in connection with the discharge of its duties under the Plan and shall be compensated for his services at his standard hourly rate. The Liquidating Agent's compensation and expenses shall be reimbursed and/or paid out of the Retained Proceeds and such compensation and expenses may be paid without the necessity of providing notice to any party in interest or obtaining any approval from the Court. On the Consummation Date, after making the Final Distribution under the Plan, the Liquidating Agent shall be discharged from its duties under the Plan.

21. Maintenance of Bank Accounts and Distribution of Liquidation Proceeds. Pursuant to Section 6.6 of the Plan, the Liquidating Agent and the Creditor Trustee shall have the authority and responsibility to disburse the assets of the Estates to the Holders of Allowed Claims and otherwise in accordance with the terms of the Plan. Until disbursed in accordance with the Plan, all GUC Funds, Liquidation Proceeds and Retained Proceeds shall be held in trust for the benefit of Holders of Allowed Claims in one or more separate bank or other depository accounts throughout the term of the Plan. The Liquidating Agent shall be entitled to use the Debtors' bank accounts that are in existence as of the Effective Date and shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the Liquidating

Agent to enable it to carry out the provisions of the Plan (provided that any bank account opened by the Liquidating Agent shall be at a financial institution approved by the Office of the United States Trustee). The Liquidating Agent may, from time to time, cause the Debtors to invest the Liquidation Proceeds and Retained Proceeds in certificates of deposit, treasury bills, money market accounts or other short term investments. All interest earned shall be retained for Distribution to the Holders of Allowed Claims pursuant to the Plan. The Liquidating Agent and the Creditor Trustee (with respect to Class 4 Claims) shall prepare and maintain an adequate set of financial books, records or databases that will allow the Liquidating Agent and Creditor Trustee (as applicable) to accurately track the amount of Claims asserted against the Estates and the amounts paid to each Holder of an Allowed Claim pursuant to the terms of the Plan; provided that the Liquidating Agent also shall be entitled to use the Debtors' books and records (including the books and records maintained by the Claims Agent that are in existence on the Effective Date). On the Initial Distribution Date or, with respect to the Creditor Trustee, on the 30th day from the Effective Date (or as soon thereafter as is reasonably practicable), and each subsequent Distribution Date, the Liquidating Agent, and the Creditor Trustee with respect to Class 4 General Unsecured Claims, shall make Distributions to the Holders of Allowed Claims in accordance with the terms of the Plan. The Liquidating Agent, and the Creditor Trustee with respect to Class 4 General Unsecured Claims, will continue to make Distributions until the assets in the Estates have been fully distributed to Holders of Allowed Claims in accordance with the terms of the Plan.

22. Corporate Action. Pursuant to Section 6.9 of the Plan, each of the matters provided for under the Plan involving the organizational structure of any Debtor or any action to be taken by or required of any Debtor shall be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified

in all respects without any requirement of further action by officers, creditors, managers or equityholders of any of the Debtors. Without limiting the generality of the foregoing, prior to the Effective Date, Fibrant shall be deemed to have sole ownership and control of the Applicable Insurance, in its capacity as the successor in interest to Columbia Nitrogen Corporation, Columbia Nipro Corporation, Nipro, Inc., and affiliates.

23. Effectuating Documents; Further Transactions. Each of the Debtors, their respective officers and designees, and the Liquidating Agent, are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and to take such actions, as may be necessary, desirable or appropriate, or as may be reasonably requested by the ChemicalInvest Parties or the Creditor Trustee, to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law. In order to facilitate the liquidation and distribution of the Estates and the wind-down of the Debtors' affairs, on the Effective Date the Liquidating Agent shall be deemed, by operation of law and the Confirmation Order and without need for any action by any person affiliated with the Debtors or any officer or manager of the Debtors, to hold an irrevocable power of attorney on behalf of each Debtor and each Estate and with respect to all of the Assets (including the Environmental Remediation Property).

24. Fibrant South Center Proceeds. If the South Center Assets are sold by South Center (a) prior to or on the Effective Date, the Debtors shall transfer fifty percent (50%) of the Fibrant South Center Proceeds to the Environmental Remediation Trust, which shall reduce on a dollar-for-dollar basis the amount of the Remediation Payment to be paid by CIH to the Environmental Remediation Trust, and (b) after the Effective Date, the Debtors or Liquidating Trustee (as applicable) shall transfer fifty percent (50%) of the Fibrant South Center Proceeds to CIH promptly

following the closing of the sale of the South Center Assets. The remaining fifty percent (50%) of the Fibrant South Center Proceeds shall be distributed to Augusta Sulfate in full satisfaction of its Allowed Miscellaneous Secured Claim; provided, however, if Augusta Sulfate is the purchaser of the South Center Assets, then (i) the Allowed Miscellaneous Secured claim of Augusta Sulfate shall be deemed satisfied as of the closing of the sale, (ii) Augusta Sulfate shall receive a purchase price “credit” in an amount equal to fifty percent of the Fibrant South Center Proceeds, and (iii) no funds shall be distributed to Augusta Sulfate in connection with the sale of the South Center Assets.

25. Establishment of the Environmental Remediation Trust. On the Effective Date, the Environmental Remediation Trust shall be established pursuant to the Environmental Remediation Trust Agreement for the purposes of, among other things: (i) holding the Environmental Remediation Trust Assets; (ii) carrying out administrative functions related to the Environmental Remediation Trust Assets; and (iii) funding implementation of future Clean-Up Activities (as such term is defined in the Environmental Remediation Trust Agreement) with respect to the Environmental Remediation Property. Upon execution of the Environmental Remediation Trust Agreement, the Environmental Remediation Trustee shall be authorized to take all steps necessary to complete the formation of the Environmental Remediation Trust. The Environmental Remediation Trust shall be administered by the Environmental Remediation Trustee in accordance with the Environmental Remediation Trust Agreement and the ELT Property Transfer Agreement. The funds from the Environmental Remediation Trust shall not be used for state voluntary cleanup applications or plans because, under Georgia law, the Environmental Remediation Property is not eligible to be cleaned up under a voluntary program. To the extent any language in the

Environmental Remediation Trust Agreement conflicts with the language contained in this Confirmation Order, the Confirmation Order controls.

26. Appointment of the Environmental Remediation Trustee. The Court hereby approves the appointment of Delaware Trust Company as the Environmental Remediation Trustee, and such appointment shall be effective as of the Effective Date. The Environmental Remediation Trustee shall have and perform the duties and obligations set forth in the Environmental Remediation Trust Agreement. Upon written request from EPD, the Environmental Remediation Trustee shall provide to EPD, within fifteen (15) days of receipt of EPD's request, a statement identifying in reasonable detail all transactions of the Trust Funds (as such term is defined in the Environmental Remediation Trust Agreement), provided that sub-custodial statements shall only be provided upon specific request.

27. Transfer of Remaining Assets. On and after the Effective Date, the Liquidating Agent shall have sole authority to cause the Debtors to liquidate and sell, and the Liquidating Agent shall pursue the liquidation of, all remaining Assets that have reverted in the Debtors. The Liquidating Agent shall have the authority to consummate such liquidations and sales without the necessity of obtaining any approval from the Court or providing notice to any party in interest if the aggregate purchase price for the Assets to be sold in connection with a particular transaction is less than or equal to \$500,000; provided, however, the Liquidating Agent shall have the right in its sole discretion to seek and obtain Court approval of any sale transaction if the Liquidating Agent believes it is in the best interests of the Estates to do so. If the aggregate purchase price in connection with a particular sale transaction exceeds \$500,000, then Court approval (following Designated Notice) shall be required. The Liquidating Agent shall also have the authority, if appropriate in the sole discretion of the Liquidating Agent, to abandon any Assets that cannot be

liquidated or sold in a cost effective manner or that have inconsequential value; provided, however, the Debtors, the Estates and the Liquidating Agent shall not be authorized to abandon any real property except (i) with the prior written consent of the EPD, or (ii) pursuant to further order of this Court; provided, further, if the Liquidating Agent intends to sell any portion of real property required to be on a hazardous waste permit, regardless of the aggregate purchase price, the Liquidating Agent shall notify EPD, in accordance with 40 C.F.R 270.40(b) and GA Rules and Regs. §391-3-11-.11(8), and EPA.

28. Exemption From Certain Transfer Taxes and Recording Fees. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from a Debtor to any other Person pursuant to the Plan (including pursuant to the ELT Property Transfer Agreement and including any sale of the South Center Assets), or any agreement regarding the transfer of title to or ownership of any of the Debtors' real or personal property will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and this Confirmation Order hereby orders and directs the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

29. Further Authorization. Each of the Debtors, the Liquidating Agent, the Creditor Trustee, the Environmental Remediation Trustee and the Litigation Trustee shall be entitled to seek such orders, judgments, injunctions and rulings as they deem necessary or desirable to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan.

30. Establishment of the Litigation Trust. On the Effective Date, the Litigation Trust shall be established pursuant to the Litigation Trust Agreement for the purposes of, among other things, (i) holding the Causes of Action, (ii) prosecuting, settling, enforcing and/or realizing on the Causes of Action, and (iii) if applicable, paying a portion of the Net Litigation Proceeds to the Debtors (which will be added to the GUC Funds). The Court hereby approves the appointment of CIH as Litigation Trustee of the Litigation Trust, and such appointment shall be effective as of the Effective Date.

31. Establishment of the Creditor Trust. On the Effective Date, the Creditor Trust shall be established pursuant to the Creditor Trust Agreement for the purposes of, among other things, (i) reconciling Class 4 Claims to the extent necessary, (ii) establishing a reserve for the payment of any Class 4 Claims that are Disputed Claims, and (iii) making Distributions to Holders of Allowed Class 4 Claims, in accordance with the terms of the Plan. GlassRatner Advisory & Capital Group, LLC by and through Joseph Pegnia is hereby appointed as Creditor Trustee effective as of the Effective Date and is invested with the authority and obligations set forth in the Plan, including Article XIII of the Plan and the Creditor Trust Agreement.

32. Dissolution. Fibrant will be deemed dissolved and will cease to exist upon the date the EPD Permit is transferred, which dissolution shall occur immediately following the transfer of the EPD Permit to ELT; such dissolution shall be deemed to occur pursuant to the applicable laws of the State of Delaware and without the necessity of taking any action or making any filing with the Delaware Secretary of State or otherwise. Fibrant and the Liquidating Agent are authorized to file the Plan and this Confirmation Order as evidence of the dissolution of Fibrant and shall take such actions as are reasonably requested by the ChemicalInvest Parties with respect to the dissolution of Fibrant and administration of such dissolution with the Delaware Secretary of State.

After the occurrence of the Consummation Date and the entry of an order of the Court closing the Bankruptcy Cases, South Center, Evergreen and Monomers shall be deemed dissolved pursuant to the applicable laws of the State of Georgia without the necessity of taking any action or making any filing with the Georgia Secretary of State, Delaware Secretary of State, or otherwise.

Approval of Releases, Exculpation, and Waiver

33. Releases by the Debtors of Certain Parties. **As set forth in Section 10.3 of the Plan, pursuant to Section 1123(b)(3) of the Bankruptcy Code, as of the Effective Date, for good and valuable consideration provided by or on behalf of the Debtor Released Parties (including payment of the Settlement Payments), each of the Debtors and the Estates shall be deemed to have provided a full, complete, unconditional, final and irrevocable release to the Debtor Released Parties, from any and all Causes of Action and any other claims, debts, obligations, rights, suits, damages, actions, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of any Debtor, whether accrued or unaccrued, whether matured or unmatured, whether existing or hereafter arising, whether known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, in law, equity, contract, tort or otherwise, which any of the Debtors and the Estates has, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, equitable subordination, breach of fiduciary duty, contribution, indemnification, joint liability, or otherwise, or based in whole or in part upon any act or omission, event, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date and arising from or related in any way to the Debtors, including those in any way related to the Bankruptcy Cases or the Plan; provided, however,**

the foregoing release does not release any obligations of any Debtor Released Party under the Plan or any document, instrument or agreement executed to implement the Plan.

34. Third Party Releases. **As set forth in Section 10.4 of the Plan, as of the Effective Date, for good and valuable consideration provided by or on behalf of the Creditor Released Parties (including payment of the Settlement Payments), each Releasing Party shall be deemed to have provided a full, complete, unconditional, final and irrevocable release to each Creditor Released Party from any and all causes of action and any other claims, debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of any Debtor, whether accrued or unaccrued, whether matured or unmatured, whether existing or hereafter arising, whether known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, in law, equity, contract, tort or otherwise, which any Releasing Party has, based in whole or in part upon any act or omission, event, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date and arising from or related in any way to the Debtors, the Estates and their business operations, assets and liabilities, including those in any way related to the Bankruptcy Cases or the Plan; provided, however, the foregoing release does not release any obligations of any Creditor Released Party under the Plan or any document, instrument, or agreement executed to implement the Plan; provided, further, that if prior to or on the Effective Date, any Releasing Party has directly or indirectly brought or asserted a claim or cause of action that has been released or is contemplated to be released pursuant to the Plan against any Creditor Released Party, such Releasing Party shall withdraw and/or dismiss, with prejudice, such pending claim or cause of action. Notwithstanding any other provision**

of this Confirmation Order, (a) EPD and EPA are Releasing Parties with respect to the Creditor Released Parties solely with respect to liabilities related to the Environmental Remediation Property under the Georgia Hazardous Waste Management Act, Official Code of Georgia Annotated (“O.C.G.A.”), Section 12-8-66(e) and 12-8-71(b), the Georgia Hazardous Site Response Act, Sections 12-8-90 through 12-8-97, Sections 106 and 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9606 and 9607(a), and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. §6973, and (b) except as provided in clause (a) above, the Releasing Parties shall not include the United States of America or any department, agency, or instrumentality thereof, or the State of Georgia or any department, agency, or instrumentality thereof. Notwithstanding any provision of the Plan or this Confirmation Order to the contrary, EPD and EPA shall not be bound by any release set forth in the Plan or Confirmation Order to the extent it releases, limits, or bars EPD’s or EPA’s right or ability to pursue potentially responsible parties (other than the ChemicalInvest Parties or the ChemicalInvest Affiliated Parties) for environmental liability and/or unpermitted releases, including any DSM Entity. EPD and EPA expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all Persons (other than the ChemicalInvest Parties or the ChemicalInvest Affiliated Parties), including predecessors of the Debtors and the DSM Entities, for any matter arising at or relating in any manner to the Environmental Remediation Property.

35. ChemicalInvest Releases. As set forth in Section 10.5 of the Plan, as of the Effective Date, for good and valuable consideration, each ChemicalInvest Party shall be deemed to have provided a full, complete, unconditional, final and irrevocable release to each

CIH Released Party from any and all causes of action and any other claims, debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of any Debtor, whether accrued or unaccrued, whether matured or unmatured, whether existing or hereafter arising, whether known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, in law, equity, contract, tort or otherwise, which any ChemicalInvest Party has, based in whole or in part upon any act or omission, event, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date and arising from or related in any way to the Debtors, the Estates and their business operations, assets and liabilities, including those in any way related to the Bankruptcy Cases or the Plan; provided, however, the foregoing release does not release any obligations of any CIH Released Party under the Plan or any document, instrument, or agreement executed to implement the Plan.

36. Exculpation and Limitation of Liability. As set forth in Section 10.7 of the Plan, the Debtors, the Estates, the Committee, the members of the Committee solely in their capacities as such, and any of such parties' respective current and/or post-Filing Date and pre-Effective Date members, officers, directors, managers, employees, advisors, attorneys, representatives, financial advisors, investment bankers, or agents and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Equity Interest, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the

Bankruptcy Cases, the filing of the Bankruptcy Cases, the negotiation, formulation, preparation, dissemination, and filing of the Plan, the pursuit of confirmation or the pursuit of approval of the Plan, the Estates, the property to be distributed under the Plan, the Disclosure Statement or any other contract, instrument, release or other agreements or documents created or entered into in connection with the Plan, except for their willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. No Holder of any Claim or Equity Interest, or other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys, or Affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this paragraph for any act or omission in connection with, relating to, or arising out of the Bankruptcy Cases, the filing of the Bankruptcy Cases, the negotiation, formulation, preparation, dissemination, and filing of the Plan, the pursuit of confirmation or the pursuit of approval of the Plan, the Estates, the property to be distributed under the Plan, the Disclosure Statement or any other contract, instrument, release or other agreements or documents created or entered into in connection with the Plan. For the avoidance of doubt, nothing in this paragraph relieves any Person from complying with the applicable provisions of the federal securities laws. Nothing in the Plan or this Confirmation Order shall be construed as a waiver or release of EPD's or EPA's right to take any action based on any Person's failure to comply with this Confirmation Order. Nothing in the Plan or this Confirmation Order shall be construed as giving immunity from criminal action against any Person. Notwithstanding any other provision of the Plan (including the provisions of Section 10.7), (a) the releases of liability by EPD and EPA shall be limited to Sections 10.4 and 10.9

(to the extent Section 10.9 clarifies the releases in Section 10.4) of the Plan, (b) the exculpation and limitation of liability contained in Section 10.7 of the Plan extends to acts or omissions occurring from and after the Filing Date and through and including the Confirmation Date, and (c) Claims for payment of statutory fees pursuant to 28 U.S.C. §1930(a)(6) are not barred by Section 10.7 of the Plan.

37. Injunction. Consistent with Section 10.8 of the Plan, this Confirmation Order shall operate as an injunction as follows: **Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate Final Order of the Court, all Persons who have held, hold, or may hold Claims against or Equity Interests in any of the Debtors are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors or Creditor Released Parties with respect to any such Claim or Equity Interest; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors or Creditor Released Parties on account of any such Claim or Equity Interest; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against the Debtors or Creditor Released Parties or against the property or interests in the property thereof on account of any such Claim or Equity Interest; (d) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claim which is treated or satisfied pursuant to the Plan; and (e) taking any action to interfere with the implementation or consummation of the Plan; provided, however, the provisions of this paragraph shall not prevent any Person from taking action in the Court to enforce their rights under and in accordance with the Plan. EPD and EPA shall maintain any regulatory power or oversight that they may have over the Environmental Remediation Property, and the Debtors, the**

Estates, ELT, and the Liquidating Agent shall comply with federal and state laws, rules, and regulations regarding the Environmental Remediation Property, including transfer of the EPD Permit in accordance with GA Rules and Regs. §391-3-11-.11(8) and 40 CFR 270.40(b). Nothing in the Plan or this Confirmation Order shall (i) be deemed to limit the authority of EPD or EPA to take response actions or to enforce federal and state laws, rules and regulations against any Person (other than the ChemicalInvest Parties and the ChemicalInvest Affiliated Parties), including predecessors of the Debtors and the DSM Entities, for any matter arising or relating in any manner to the Environmental Remediation Property, (ii) limit the information-gathering authority of EPD or EPA, or (iii) excuse any Person, including the Debtors, the Estates, ELT and Liquidating Agent from any disclosure or notification requirements imposed by federal or state laws, rules, or regulations regarding the Environmental Remediation Property.

38. Waiver of Statutory Limitation on Releases. Each Releasing Party is deemed to have expressly waived any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of granting the release, which if known by it may have materially affected its settlement with the released party. The releases contained in Article X of the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, or foreseen or unforeseen.

39. Approval of Releases. The releases granted pursuant to Sections 10.4 and 10.9 of the Plan and paragraph 34 of this Confirmation Order (the “Third Party Releases”) to the Creditor Released Parties are necessary and fair, and satisfy the factors set forth in In re Seaside Engineering & Surveying, Inc., 780 F.3d 1070 (11th Cir. 2015), for the following reasons, among others:

- (a) The provisions of the Plan related to the release of the Creditor Released Parties are the product of a global resolution reached between the Debtors, the ChemicalInvest Parties, the Committee, and EPD, and this global resolution has the support of Class 3 creditors and unsecured creditors in Class 4 that voted on the Plan, as reflected in acceptance of the Plan by such creditors holding 99.98% by value and 94.12% by number of the Claims in Class 4 that voted on the Plan. The EPA also has filed a Notice of Non-Opposition to confirmation of the Plan stating “[i]n light of the unique facts of this case, including the substantial funding and environmental insurance coverage that is being provided by ChemicalInvest Holding B.V. (CIH) for the Environmental Remediation Trust, and the assumption of liability by Environmental Liability Transfer, Inc. (ELT) with respect to the Environmental Remediation Property, all of which will facilitate the cleanup of the Environmental Remediation Property under the oversight of the State, which supports the transaction, the United States on behalf of the EPA hereby files this Notice of Non-Opposition to confirmation of the [Plan], as effectuated through the proposed Findings of Fact, Conclusions of Law, and Order Confirming the [Plan], filed by the Debtors on May 23, 2019.” [Docket No. 851 at 1-2]. Furthermore, the U.S. Trustee does not oppose confirmation of the Plan;
- (b) The global resolution embodied in the Plan provides for the payment of substantial funds from the ChemicalInvest Parties, totaling approximately \$17.3 million, that will be used to fund the Plan and pay for necessary environmental remediation of the Environmental Remediation Property, while maximizing creditor recoveries, which would not be possible absent such payments by the ChemicalInvest Parties;
- (c) The global resolution embodied in the Plan is the result of good faith, arms-length and protracted negotiations among the ChemicalInvest Parties, the Debtors, the Committee, and EPD;
- (d) The Creditor Released Parties have an identity of interests with the Debtors because the Third Party Releases are limited in part to claims related to the Debtors, the Estates and their operations, which creates the heightened risk that the Creditor Released Parties, if faced with a lawsuit related to the Debtors, would assert claims for contribution (among others) against the Debtors. Given the scope of the releases and the nature of the operations and potential liability, a suit against the Creditor Released Parties would in essence be a suit against the Debtors and deplete the assets of the Estates;
- (e) The Third Party Releases are essential to the Plan because without the Third Party Releases, and the attendant assurance that any possible liability with regard to the claims released thereby is fully and finally addressed, the ChemicalInvest Parties would not contribute the necessary funds to the Debtors’ Estates, and the payments to be made to the creditors and to support the remediation of the Environmental Remediation Property pursuant to the Plan would not be possible. It is note-worthy that the governmental authorities charged with overseeing the environmental

remediation either voted in support of confirmation of the Plan as proposed (EPD) or indicated they do not oppose confirmation of the Plan as proposed (EPA). The U.S. Trustee also does not oppose confirmation of the Plan, and the creditors have overwhelmingly voted in support of confirmation of the Plan. The sole parties opposing confirmation are the objecting insurance companies who potentially provided coverage prior to the Debtors' ownership or operation of the property;

- (f) The payments by the ChemicalInvest Parties to enable the ELT Transaction and continue remediation of the Environmental Remediation Property further the public interest in the preservation of public health and safety and the remediation of environmental contamination, and absent the confirmation of the Plan, including the Third Party Releases, such payments by the ChemicalInvest Parties and the corresponding benefits to the public interest would not be available;
- (g) Class 3 voted to accept the Plan and Class 4 overwhelmingly voted to accept the Plan, in each case including the Third Party Releases;
- (h) The objecting parties have failed to provide a basis to find the Third Party Releases are not necessary and fair, and for the reasons set forth herein and at the confirmation hearing, the Debtors have carried their burden of proof as to confirmation of the Plan and in establishing that the releases are necessary, fair and equitable;
- (i) The Court, by this Confirmation Order, has made specific factual findings that support the conclusion that the Third Party Releases granted to the Creditor Released Parties in the Plan are necessary, fair and equitable, and that the circumstances of this case and the Plan constitute the unusual circumstances sufficient to justify the Third Party Releases;
- (j) It is clear from the evidence that the scope of the Third Party Releases and contents of the Plan have been negotiated at arms-length by and between the Debtors, ChemicalInvest Parties, Unsecured Creditors Committee, and the EPD and that the amendments to the Plan have satisfied outstanding objections of many parties including the U.S. Trustee. At the conclusion of these negotiations, all parties in interest (other than the objecting insurance companies) overwhelmingly support (or do not oppose) confirmation of the Plan, including the Third Party Releases. Under the proposed Plan, ChemicalInvest is contributing more than \$17.3 million to fund environmental remediation efforts and to pay a dividend to Debtors' creditors. The objecting insurance companies potentially issued insurance policies prior to Debtors' ownership of the site. The nature of environmental liability can be broader than traditional tort liability and the scope of the Third Party Releases is broad as to released parties, but related to the "Debtors, the Estates and their business operations, assets and liabilities." [See Docket No. 848, ¶ 10.4 at 35.] There have been no clearly articulated grounds under which the insurers could be held liable and hampered by the Third Party Releases; however, in order for that to occur

there would have to be: (1) a successful claim against the insurance policy; (2) for which the released parties would remain liable to the insurance companies. Currently, there are no such claims pending and the EPD indicates the environmental remediation is proceeding in accordance with the permits, and they support the Plan as proposed with the Third Party Releases. Not only is the objecting insurance companies' position speculative, it would require substantial time and effort for an ultimate final adverse determination to be reached, all while leaving the environmental contamination unabated, and diminishing (if not eliminating) funds earmarked for remediation. As the parties made clear at the hearing, the funding of the Plan is contingent upon receipt of the Third Party Releases. The undisputed testimony is the Debtors' only real options are to pursue the remediation as conditioned in the Plan, or to convert the case where the site is likely to become a superfund site and the dividend paid to creditors will be diminished, if not eliminated. The objecting insurance companies are asking the Court to gamble away the \$17.3 million and prompt remediation efforts on a speculated potential liability of the released parties. In this instance, given the particular and unique facts and circumstances of this case, the public interest of promptly addressing the environmental remediation efforts, with the support of the EPD (and non-opposition from the EPA and U.S. Trustee), along with the overwhelming creditor support and the paid dividend, confirmation of the Plan with the accompanying releases is appropriate and satisfies the Seaside factors; and

- (k) This is the rare and unusual case contemplated by Seaside where the Third Party Releases are both fair and necessary. While it is true this reorganization is a chapter 11 liquidating plan, it remains a reorganization as chapter 11 is entitled "Reorganization" and contemplates liquidating plans. This case illustrates chapter 11's flexibility to address unique situations such as a large environmental cleanup. See In re Scrub Island Dev. Grp., Ltd., 523 B.R. 862, 873-74 (Bankr. M.D. Fla. 2015). Here, ChemicalInvest has invested large sums of money pre- and post-petition to facilitate the safe decommission of the site both as to Debtors' employees, and the public at large. Under the Plan, ChemicalInvest will provide more than \$17.3 million to further facilitate environmental clean-up of the site; and the Debtors have obtained the support (or non-opposition) of all parties in interest, albeit the objecting insurance companies. The Plan also provides an opportunity for the property to be repurposed (reorganized) from a contaminated potentially superfund site to a productive piece of remediated real property. These remediation/repurposing efforts also will provide jobs necessary to complete the work contemplated as part of the ELT Transaction. "Although the central purpose of Chapter 11 is to facilitate reorganizations . . . Chapter 11 expressly contemplates liquidations." Fla. Dep't of Revenue v. Piccadilly Cafeterias, Inc., 554 U.S. 33, 36 n. 2, 128 S.Ct. 2326, 171 L.Ed.2d 203 (2008); see also In re Holmes, 298 B.R. 477, 484 (Bankr. M.D. Ga. 2003) (quoting United States v. Deer Park, Inc. (In

re Deer Park, Inc.), 136 B.R. 815, 818 (B.A.P. 9th Cir. 1992), aff'd, 10 F.3d 1478 (9th Cir. 1993)) (“Although the word ‘reorganization’ might commonly bring to mind ongoing operations, Congress explicitly placed language providing for liquidation within Chapter 11, which is titled ‘Reorganization’.”); United Mine Workers of Am. 1974 Pension Plan & Tr. v. Walter Energy, Inc., 579 B.R. 603 (N.D. Ala. 2016), aff'd sub nom. In re Walter Energy, Inc., 911 F.3d 1121 (11th Cir. 2018). So, while this case may not be a reorganization in the traditional sense, it is a reorganization as contemplated by chapter 11 of the Bankruptcy Code and is supported by chapter 11’s underlying public policy considerations with its decommissioning, remediation, and possible repurposing of the property.

Nevertheless, this Court recognizes ChemicalInvest also is acting in its self interest as to potential liability for environmental contamination that largely (if not entirely) occurred prior to Debtors and ChemicalInvest’s involvement with the property, however, ChemicalInvest has gone well beyond mere self-protection. The infusion of capital both to decommission the site and facilitate remediation and repurposing, along with access to credit during the pendency of this case, has afforded the Debtors the opportunity to decommission the site and propose a plan garnering overwhelming support. At the confirmation hearing, the EPD supported the Plan stating the EPD’s pursuit of ChemicalInvest was not a viable option and that confirmation of the Plan would help prevent this site from becoming a superfund site where the cleanup efforts would be funded by the taxpayers. At the confirmation hearing, it also was undisputed that ChemicalInvest would not fund the Plan as contemplated without receipt of the Third Party Releases as negotiated and set forth in the Plan. Given the unique facts and circumstances of this case, the Third Party Releases are fair and equitable and appropriate.

40. Waiver of Certain Avoidance Actions. On and as of the Effective Date, each Debtor, in its individual capacity and as a debtor in possession for and on behalf of its Estate, shall waive, and be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever waived, the Waived Avoidance Actions. The Debtors, the Committee, the Liquidating Agent, the Creditor Trustee, and other potential representatives of the Estates shall be bound, to the same extent the Debtors are bound, by the waiver set forth above.

Approval of the ELT Transaction and Related Transactions

41. Approval of Plan Documents. The following agreements are hereby approved: (a) the Environmental Remediation Trust Agreement; (b) the Litigation Trust Agreement; (c) the ELT Property Transfer Agreement; and (d) the Creditor Trust Agreement.

42. Approval of the ELT Transaction. Pursuant to Sections 105, 363, 365 and 1123(a)(5) of the Bankruptcy Code, the transfer of the Environmental Remediation Property to ELT, the terms and conditions of the ELT Property Transfer Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby are authorized and approved in all respects. The transfer of the Environmental Remediation Property to ELT and the consideration provided by the ELT under the ELT Property Transfer Agreement are fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law. ELT is hereby granted and is entitled to all of the protections afforded to a good faith purchaser under Bankruptcy Code § 363(m).

43. ChemicalInvest Parties' Payments. On or as of the Effective Date (or, with respect to Net Litigation Proceeds, to the extent applicable after the Effective Date), the ChemicalInvest Parties shall pay: (i) to the Environmental Remediation Trust, the Remediation Payment, (ii) the Insurance Payment, (iii) to the Debtors, \$850,000 to fund a deductible trust (pursuant to Section 7.5(b) of the ELT Property Transfer Agreement), and (iv) to the Creditor Trust, (a) the Estate Payment, and (b) a portion of the Net Litigation Proceeds (to the extent applicable and calculated pursuant to the Plan).

44. Transfer of the Environmental Remediation Property. On the Effective Date, the Debtors shall transfer, assign, and deliver to ELT all of Debtors' right, title and interest in and to the Environmental Remediation Property in accordance with section 1141 of the Bankruptcy Code

and on the terms set forth in the ELT Property Transfer Agreement. Pursuant to Sections 363(f) and 1123(a)(5)(B) and (D) of the Bankruptcy Code, the transfer of the Environmental Remediation Property to ELT shall be: (i) free and clear of all Claims, Liens, encumbrances and interests of any kind or nature whatsoever to the broadest extent permitted under the Bankruptcy Code (other than “Permitted Title Exceptions,” as such term is defined in the ELT Property Transfer Agreement); and (ii) subject to any rights of the ChemicalInvest Parties, ELT, the Debtors, EPA and EPD under the Environmental Remediation Trust Agreement or the ELT Property Transfer Agreement. Following the closing date of the ELT Transaction, no Holder of any Liens or Claims shall interfere with ELT’s use of the Environmental Remediation Property based on or related to such Liens or Claims, and no Person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the ELT Property Transfer Agreement.

45. Continuing Effect of Environmental Encumbrances and Permits. For avoidance of doubt, to the extent any real property deeds or other written encumbrances recorded in the real property records of Richmond County, Georgia relate to the Debtors’ real property and contain restrictions relating to environmental matters, including the South Center Assets and the real property to be transferred to ELT pursuant to the ELT Property Transfer Agreement, such restrictions and encumbrances shall remain in effect and shall be unaffected by the Plan and this Confirmation Order. EPD shall continue to maintain its regulatory power and oversight over the corrective action required with respect to the real property transferred from the Debtors to ELT pursuant to the ELT Property Transfer Agreement. The Debtors, the Liquidating Agent, and ELT shall comply with all rules, laws, and regulations regarding the transfer of the EPD Permit, including GA Rules and Regs. §391-3-11-.11(8) and 40 CFR 270.40(b). From and after the closing of the ELT Transaction, ELT shall allow PCS Nitrogen Fertilizer, L.P. (“PCS”) access to the

property located at 1802 Sand Bar Ferry Road, Augusta, Georgia (tax parcel no. 076-0-011-00-0), pursuant to the terms of that certain Easement Agreement, dated April 18, 2012, between Fibrant and PCS, in order to allow PCS to conduct ongoing environmental investigations and remediation.

46. Authority to Implement the ELT Transaction. The Debtors, the Liquidating Agent, and each other Person having duties or responsibilities under the ELT Property Transfer Agreement, any agreements or instruments related thereto or this Confirmation Order, and their respective directors, officers, employees, members, managers, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the ELT Property Transfer Agreement and this Confirmation Order, to carry out all of the provisions of the ELT Property Transfer Agreement and any related agreements or instruments (including the Environmental Remediation Trust Agreement); to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the ELT Property Transfer Agreement and any related agreements or instruments (including the Environmental Remediation Trust Agreement); to take any and all actions contemplated by the ELT Property Transfer Agreement, any related agreements or instruments (including the Environmental Remediation Trust Agreement), or this Confirmation Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary, desirable or appropriate to implement, effectuate, and consummate, the ELT Property Transfer Agreement, any related agreements or instruments (including the Environmental Remediation Trust Agreement), and this Confirmation Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, managers,

agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, managers, agents, representatives, and attorneys of such entities. The Liquidating Agent is authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Liquidating Agent is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental authority any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the ELT Property Transfer Agreement, any related agreements (including the Environmental Remediation Trust Agreement) and this Confirmation Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental authorities or as the Liquidating Agent or any of the officers of any Debtor may determine are necessary or appropriate. 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 person to so act. Without limiting the generality of the foregoing, this Confirmation Order shall constitute all approvals and consents, if any, required by the limited liability company laws of the State of Delaware and all other applicable business, corporation, trust, and other laws of the applicable governmental authorities with respect to the implementation and consummation of the ELT Property Transfer Agreement, any related agreements or instruments and this Confirmation Order, and the transactions contemplated thereby and hereby.

47. No Avoidance. The transfer of the Environmental Remediation Property pursuant to the ELT Property Transfer Agreement is not subject to avoidance pursuant to Bankruptcy Code § 363(n).

48. Self-Execution. The provisions of this Confirmation Order authorizing the transfer of assets subject to the ELT Property Transfer Agreement free and clear of Liens and Claims shall be self-executing, and the Debtors, the Liquidating Agent and ELT shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Confirmation Order. However, the Debtors, the Liquidating Agent, and ELT, and each of their respective officers, employees, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that the Debtors, the Liquidating Agent, or ELT deem necessary, desirable or appropriate to implement and effectuate the terms of the ELT Property Transfer Agreement and this Confirmation Order.

49. Permissive Releases. On or before the closing date of the ELT Transaction, the creditors of each Debtor are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens of any kind against the assets transferred to ELT pursuant to the ELT Property Transfer Agreement, as such Liens may have been recorded or may otherwise exist. Except as expressly provided in the ELT Property Transfer Agreement, if any Person that has filed financing statements or other documents or agreements evidencing any Liens in or against the transferred assets shall not have delivered to the Debtors prior to the closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens that the Person has with respect to the assets, the Debtors and/or the Liquidating Agent are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person with respect to such assets prior to the closing, and ELT is authorized to file such documents after closing.

50. Operation of Debtors' Assets. To the greatest extent available under applicable law, ELT shall be authorized, as of the closing date of the ELT Property Transfer Agreement, to operate under any permit of any governmental authority relating to the transferred assets, and all such permits are deemed to have been, and hereby are, deemed to be transferred to ELT as of the closing date of the ELT Transaction.

51. Full and Complete Assignment. All of the Debtor's interests in the assets to be acquired by ELT under the ELT Property Transfer Agreement shall be, as of the closing date and upon the occurrence of the closing, transferred to and vested in ELT. Upon the occurrence of the closing of the ELT Transaction, this Confirmation Order shall be considered and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Assets acquired by ELT under the ELT Property Transfer Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in such Assets to ELT.

52. No Successor Liability. Except as expressly provided in the ELT Property Transfer Agreement, ELT shall not be deemed to assume, nor shall it or any affiliate of ELT, be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Environmental Remediation Property prior to the consummation of the transactions contemplated by the ELT Property Transfer Agreement, or any liabilities calculable by reference to the Debtors or their operation of the Environmental Remediation Property, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the ELT Property Transfer Agreement, all of which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against ELT or any affiliate of ELT. ELT is not a "successor" to the Debtors or their estates by reason of any theory

of law or equity; and, except as specifically and explicitly provided in the ELT Property Transfer Agreement, ELT shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of the Debtors and/or their Estates including any successor liability or similar liability. Notwithstanding the foregoing provisions of this paragraph, any future owner or operator of the Environmental Remediation Property shall be subject to EPD's and EPA's regulatory power and oversight with respect to the Environmental Remediation Property and as further described in paragraphs 34 and 36 of this Confirmation Order. Furthermore, except with respect to the ChemicalInvest Parties and the ChemicalInvest Affiliated Parties, nothing in this Confirmation Order or the Plan discharges, releases, precludes or enjoins: (i) any police or regulatory liability to a governmental unit (as defined in 11 U.S.C. § 101(27)) ("Governmental Unit") that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Effective Date; or (iii) any liability to a Governmental Unit under police and regulatory statutes or regulations that any Person would be subject to as the owner or operator of property after the Effective Date.

53. Persons in Possession of Debtor Property. Except as otherwise expressly provided in the ELT Property Transfer Agreement, all Persons presently or on or after the closing date for the ELT Property Transfer Agreement in possession of some or all of the Environmental Remediation Property are directed to surrender possession of such property to ELT on the closing date or at such time thereafter as ELT may request.

54. Acceptance of Documents. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the ELT Property Transfer Agreement and this Confirmation Order. This Confirmation Order and the ELT Property Transfer Agreement shall be binding upon and govern the acts of all such federal, state, and local

governmental agencies and departments, including any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Environmental Remediation Property.

55. No Discrimination. To the maximum extent permitted by Bankruptcy Code Section 525, no governmental authority may revoke or suspend any permit relating to the operation of the assets sold, transferred, or conveyed to ELT on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the ELT Property Transfer Agreement; *provided, however*, that EPD shall continue to maintain its regulatory power and oversight over the corrective action required with respect to the real property transferred from the Debtors to ELT pursuant to the ELT Property Transfer Agreement. The Debtors, the Liquidating Agent, and ELT shall comply with all rules, laws, and regulations regarding the transfer of the EPD Permit, including GA Rules and Regs. §391-3-11-.11(8) and 40 CFR 270.40(b).

56. Modification of Documents. Subject to the terms of the ELT Property Transfer Agreement, the ELT Property Transfer Agreement and any related agreements (including the Environmental Remediation Trust Agreement) and/or instruments may be waived, modified, amended, or supplemented by written agreement of the Debtors, the ChemicalInvest Parties and ELT, without further action or order of the Court; *provided, however*, that any such waiver, modification, amendment, or supplement is not materially adverse to the Debtors and substantially conforms to, and effectuates, the ELT Property Transfer Agreement and any related agreements and/or instruments and this Confirmation Order.

57. Omission of Reference to ELT Property Transfer Agreement Documents. The failure specifically to include any particular provisions of the ELT Property Transfer Agreement or any related agreements or instruments in this Confirmation Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court, the Debtors, and ELT that the ELT Property Transfer Agreement and any related agreements and instruments are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Confirmation Order prior to Closing.

58. No Amendment. Nothing in this Confirmation Order shall alter or amend the ELT Property Transfer Agreement and the obligations of the Debtors, the ChemicalInvest Parties, and ELT thereunder.

59. Binding Effect. This Confirmation Order and the ELT Property Transfer Agreement shall be binding upon and govern the acts of all Persons, including the Debtors, the Estates, the ChemicalInvest Parties, ELT, their respective successors and permitted assigns, including any Chapter 11 trustee hereinafter appointed for the Estates or any trustee appointed in a Chapter 7 case if these cases are converted from Chapter 11, all creditors of the Debtors (whether known or unknown), all other parties-in-interest in these Bankruptcy Cases, filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Environmental Remediation Property; provided, however, this Confirmation Order shall only be binding on a Chapter 11 or Chapter 7 trustee from and after the Effective Date. From and after the Effective Date, nothing in any order of this Court, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy

Code, shall conflict with or derogate from the provisions of the ELT Property Transfer Agreement or the terms of this Confirmation Order.

60. Immediate Entry. Notwithstanding Bankruptcy Rules 6004 and 7062, this Confirmation Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any Person obtaining a stay pending appeal, the Debtors, the ChemicalInvest Parties, and ELT are free to consummate the Plan, cause the occurrence of the Effective Date, and close under the ELT Property Transfer Agreement at any time following the entry of this Confirmation Order, subject to the terms of the ELT Property Transfer Agreement. In the absence of any Person obtaining a stay pending appeal, if the Debtors, the ChemicalInvest Parties and ELT consummate the Plan, cause the occurrence of the Effective Date, and close under the ELT Property Transfer Agreement, the ChemicalInvest Parties and ELT shall be deemed to be acting in “good faith” and shall be entitled to the protections of Bankruptcy Code § 363(m) as to all aspects of the transactions under and pursuant to the ELT Property Transfer Agreement and the Plan if this Confirmation Order or any authorization contained herein is reversed or modified on appeal.

61. Modification of Stay. The automatic stay provisions of Bankruptcy Code § 362 are vacated and modified to the extent necessary to implement the terms and conditions of the ELT Property Transfer Agreement and the provisions of this Confirmation Order.

Approval of Other Plan Provisions

62. Retention of Jurisdiction. Pursuant to Article XII of the Plan and subject to 28 U.S.C. §1334, subsequent to the Effective Date, this Court shall have or retain jurisdiction, without any party waiving its right, under 28 U.S.C. Section 157 and/or Article III of the U.S. Constitution,

to insist that any final judgment be entered in an Article III court, for at least the following purposes:

- (a) To adjudicate objections concerning the allowance, priority or classification of Claims and any subordination thereof, and to establish a date or dates by which objections to Claims must be filed to the extent not established herein;
- (b) To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated Claim, and to establish the amount of any reserve required to be withheld from any Distribution under the Plan on account of any disputed, contingent or unliquidated Claim;
- (c) To resolve all matters related to the rejection, or assumption and/or assignment, of any Executory Contract or Unexpired Lease of the Debtors;
- (d) To hear and rule upon all Causes of Action, Applicable CIH Insurance Causes of Action, Applicable ELT Insurance Causes of Action or DSM SPA Causes of Action, in each case as commenced or pursued by the Debtors, the Liquidating Agent, the Litigation Trust, CIH or ELT (as applicable);
- (e) To hear and rule upon all applications for Professional Compensation;
- (f) To remedy any defect or omission or reconcile any inconsistency in the Plan, as may be necessary to carry out the intent and purpose of the Plan;
- (g) To construe or interpret any provisions in the Plan and to issue such orders as may be necessary for the implementation, execution and consummation of the Plan, to the extent authorized by the Bankruptcy Code;
- (h) To hear, rule upon and enter orders approving any sales of Assets (including sales of fee owned real property) by the Debtors after the Effective Date;
- (i) To adjudicate controversies arising out of the administration of the Estates or the implementation of the Plan, including any disputes that may arise between the Liquidating Agent, CIH and/or the Creditor Trustee;
- (j) To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of the Plan, including the Distribution of funds from the Estates and the payment of Claims;
- (k) To determine any suit or proceeding brought by the Debtors or the Liquidating Agent to recover property under any provisions of the Bankruptcy Code;
- (l) To hear and determine any tax disputes concerning the Debtors and to determine and declare any tax effects under the Plan;
- (m) To hear, rule upon and enter orders regarding any disputes, controversies or other matters relating to or arising under the ELT Property Transfer

Agreement, the Environmental Remediation Trust Agreement, the Litigation Trust Agreement and/or the Debtors' rights thereunder;

- (n) To determine such other matters as may be provided for in the Plan or this Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;
- (o) To determine any controversies, actions or disputes that may arise under the provisions of the Plan, or the rights, duties or obligations of any Person under the provisions of the Plan;
- (p) To decide or resolve any motions, adversary proceedings, contested or litigated matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Liquidating Agent after the Effective Date;
- (q) To enforce the releases contained in Sections 10.3, 10.4, 10.5 and 10.7 of the Plan;
- (r) To enforce the injunction set forth in Section 10.8 of the Plan;
- (s) To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, any agreement pursuant to which the Debtors sold any of their assets during the Bankruptcy Cases; and
- (t) To enter a final decree.

63. Alternative Jurisdiction. In the event that this Court is found to lack jurisdiction to resolve any matter, then the District Court shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

64. Modification of the Plan. The Debtors may modify the Plan with the prior written consent of the ChemicalInvest Parties pursuant to section 1127 of the Bankruptcy Code and as provided in the Plan, to the extent applicable law permits. The Debtors may modify the Plan with the prior written consent of the ChemicalInvest Parties after confirmation, upon notice to the Creditor Trustee only, or after such notice and hearing as the Court deems appropriate, if the Court finds that the modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto.

65. Creditors' Committee. On the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be released from any further duties and responsibilities in the Bankruptcy Cases and under the Bankruptcy Code; provided, however, notwithstanding the foregoing, the Committee shall continue to exist for the limited purpose of filing appropriate fee applications or requests for expense reimbursements.

66. Notice. As set forth in Section 14.13 of the Plan, any notice required or permitted to be provided to Debtors, the Liquidating Agent, the Creditor Trustee or the ChemicalInvest Parties under the Plan shall be in writing and served by overnight courier service, facsimile transmission or certified mail, return receipt requested, addressed as follows:

Debtors and/or Liquidating Agent for the Debtors:

Fibrant, LLC
c/o Alvarez & Marsal North America, LLC
Monarch Tower
3424 Peachtree Road NE, Suite 1500
Atlanta, Georgia, 30326
Attn: Lawrence Hirsh
Email: lhirsh@alvarezandmarsal.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Paul Ferdinands
Email: pferdinands@kslaw.com

The Creditor Trustee:

GlassRatner Advisory & Capital Group, LLC
3445 Peachtree Road, Suite 1225
Atlanta, GA 30326
Attn: Joseph V. Pegnia
Email: jpegnia@glassratner.com

with copies to (which shall not constitute notice):

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Attn: Jeffrey D. Prol
Email: jprol@lowenstein.com

Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Attn: Bruce S. Nathan
Email: bnathan@lowenstein.com

The ChemicalInvest Parties:

c/o ChemicalInvest Holding B.V.
Mauritslaan 49, 6129 EL Urmond
The Netherlands
Attn: Jean-Paul Van de Velde
Email: jean-paul.velde-van-de@chemicainvest.com

with copies to (which shall not constitute notice):

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attn: Gary Gengel, Adam J. Goldberg
Email: gary.gengel@lw.com, adam.goldberg@lw.com

Scroggins & Williamson, P.C.
4401 Northside Parkway, Suite 450
Atlanta, Georgia 30327
Attn: Matthew Levin
Email: mlevin@swlawfirm.com

67. Section 1125 of the Bankruptcy Code. The Debtors have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors and their Affiliates, officers, managers, employees, consultants, agents, advisors, members, attorneys, accountants, financial advisors, other representatives and professionals are not, and on account of such solicitation will not be, liable at any time on account of such solicitation

for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

68. Effect of Reference to the Plan in this Confirmation Order. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth in this Confirmation Order.

69. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

70. Notice of the Effective Date. The form of the notice of the entry of this Confirmation Order and occurrence of the Effective Date attached hereto as Exhibit 1 (the “Confirmation Notice”) is hereby approved. Pursuant to Rule 3020(c), on or before the date that is five (5) days after the occurrence of the Effective Date, the Debtors shall file the Confirmation Notice with this Court and serve it by first class mail on each of the following at their respective addresses last known to the Debtor: (i) the Office of the United States Trustee for the Southern District of Georgia; (ii) counsel to the Committee; (iii) all parties on the Master Service List filed in the Bankruptcy Cases; (vii) all known creditors of the Debtors; and (viii) all known Holders of Equity Interests in the Debtors. The Confirmation Notice need not be mailed to any Person if a previous mailing to such Person has been returned as undeliverable by the United States Postal Service, unless the Debtors have been informed in writing of a corrected address for such Person. Upon the filing of the Confirmation Notice, the Debtors shall also publish the Confirmation Notice electronically on <http://www.kccllc.net/Fibrant>. The notice described in this paragraph shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(i)-(l) and

3020(c) of confirmation of the Plan, the entry of this Confirmation Order, and the occurrence of the Effective Date.

71. Headings. The headings of the paragraphs in this Confirmation Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Confirmation Order. Whenever the words “include,” “includes” or “including” (or other words of similar import) are used in this Confirmation Order, they shall be deemed to be followed by the words “without limitation.”

72. Conflicts. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is any inconsistency between the provisions of the Plan and this Confirmation Order, the terms and conditions contained in this Confirmation Order shall govern and shall be deemed a modification to the Plan and shall control and take precedence.

73. Final Order/No Rule 3020(e) Stay. This Confirmation Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof. The stay imposed by Bankruptcy Rule 3020(e) is hereby waived.

74. Applicable Non-Bankruptcy Law. Pursuant to Sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Confirmation Order and the Plan (including any amendments or modifications thereto) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

75. Employee Records. The Debtors intend to transfer their employee and human resources records regarding their former employees (the “Personnel Data”) to DSM North America, Inc. (“DSM NA”). Following its receipt of the Personnel Data, (a) DSM NA shall keep Personnel Data confidential and shall not use or disclose Personnel Data except to the extent

necessary to perform its legal obligations; (b) DSM NA shall implement and maintain reasonable security procedures and practices to protect Personnel Data from unauthorized access, use, modification, disclosure or destruction; (c) DSM NA shall treat Personnel Data with the same degree of care as DSM NA accords to its own comparable records, but not less than the standard of care required by applicable law; (d) DSM NA shall use, keep and dispose of all Personnel Data in compliance with applicable law; (e) DSM NA will enter into a Business Associate Agreement containing the elements specified at 45 CFR 164.504(e); (f) DSM NA shall immediately notify the Debtors of any unauthorized access, use or disclosure of Personnel Data; and (g) DSM NA shall provide the Debtors with reasonable access to Personnel Data as necessary to comply with the Debtors' or their Affiliates' obligations under applicable law or as needed in connection with these Bankruptcy Cases.

76. Approval of the South Center Sale. The South Center Contract, and all transactions contemplated therein and all of the terms and conditions thereof, are hereby approved. The Debtors, along with their officers, employees and agents, are authorized to execute, deliver and perform their obligations under and comply with the terms of the South Center Contract and to close and consummate the sale transaction contemplated therein. The South Center Assets shall be transferred to the South Center Purchaser and, upon the closing, such transfer shall: (a) be valid, legal, binding and effective; (b) vest the South Center Purchaser with all right, title and interest of the Debtors in and to the South Center Assets; and (c) be free and clear of all Claims and interests, with all Claims that represent interests in property to attach to the net proceeds of the sale transaction, in the same amount and order of their priority, with the same validity, force and effect which they have against the South Center Assets, and subject to any claims and defenses the Debtors may possess with respect thereto in each case immediately prior to the closing. All

Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the South Center Assets in accordance with the South Center Contract and this Confirmation Order. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the South Center Contract. In the event the proposed sale of the South Center Assets to the South Center Purchaser pursuant to the South Center Contract is not closed and consummated then, notwithstanding any contrary provision of the Plan or this Confirmation Order, the Claim of Augusta Sulfate against the Debtors, and the corresponding legal, equitable and contractual rights of Augusta Sulfate, including its lien in and upon the South Center Assets, as provided for in those certain documents referenced in Augusta Sulfate's claim number 87, shall continue and remain unaltered by the Plan and this Confirmation Order or any documents related thereto.

77. Service. Counsel for the Debtors is directed to serve a copy of this Confirmation Order on all parties on the Master Service List within three (3) days of the entry of this Confirmation Order and to file a certificate of service with the Clerk of Court.

[END OF DOCUMENT]

Prepared and presented by:

KING & SPALDING LLP

/s/Paul K. Ferdinands

Paul K. Ferdinands

Georgia Bar No. 258623

pferdinands@kslaw.com

Jonathan W. Jordan

Georgia Bar No. 404874

jjordan@kslaw.com

Sarah L. Primrose

Georgia Bar No. 532582

sprimrose@kslaw.com

1180 Peachtree Street

Atlanta, Georgia 30309-3521

Telephone: (404) 572-4600

Facsimile: (404) 572-5100

and

KLOSINSKI OVERSTREET, LLP

James C. Overstreet Jr.

Georgia Bar No. 556005

jco@klosinski.com

1229 Augusta West Parkway

Augusta, GA 30909

Telephone: (706) 863-2255

Facsimile: (706) 863-5885

COUNSEL FOR THE
DEBTORS-IN-POSSESSION

Consented to by:

/s Jeffrey D. Prol

Jeffrey D. Prol, Esq.

Bruce S. Nathan, Esq.

Michael Papandrea, Esq.

LOWENSTEIN SANDLER LLP

1251 Avenue of the Americas, 17th Floor

New York, New York 10020

(212) 262-6700 (Telephone)

(212) 262-7402 (Facsimile)

- and -

One Lowenstein Drive

Roseland, New Jersey 07068

973-597-2500 (Telephone)

973-597-2400 (Facsimile)

and

John T. Garcia

Georgia Bar No. 283028

205 B N. Belair Road

Post Office Box 1984

Evans, Georgia 30809

(706) 650-7727

Fax (706) 364-5390

E-mail garcia81@knology.net

COUNSEL TO THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS

Exhibit 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION**

In re:)	Chapter 11
)	
FIBRANT, LLC, et al.,¹)	Case No. 18-10274 (SDB)
)	
)	
Debtors.)	Jointly Administered
<hr/>		

**NOTICE OF CONFIRMATION OF PLAN, PERMANENT INJUNCTION,
VARIOUS DEADLINES, EFFECTIVE DATE**

AND

**DEADLINE FOR FILING ADMINISTRATIVE EXPENSE CLAIMS AND
CLAIMS ARISING FROM THE REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on May [___], 2019, the United States Bankruptcy Court for the Southern District of Georgia entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended and Restated Plan of Liquidation Dated as of May 22, 2019 Filed by the Debtors* (the “Confirmation Order”). The Confirmation Order confirmed the *Second Amended and Restated Plan of Liquidation for Fibrant, LLC, et al.* (as amended and modified to date, the “Plan”) filed by Fibrant, LLC and its affiliated debtors-in-possession (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at the following website: <http://www.kccllc.net/Fibrant>;

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [___], 2019;

PLEASE TAKE FURTHER NOTICE the Confirmation Order contains the following permanent injunction:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Fibrant, LLC (6694); Evergreen Nylon Recycling, LLC (7625); Fibrant South Center, LLC (8270); and Georgia Monomers Company, LLC (0042).

Except as otherwise expressly provided in the Plan, the Confirmation Order, or a separate Final Order of this Court, all Persons who have held, hold, or may hold Claims against or Equity Interests in any of the Debtors are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors or Creditor Released Parties with respect to any such Claim or Equity Interest; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors or Creditor Released Parties on account of any such Claim or Equity Interest; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against the Debtors or Creditor Released Parties or against the property or interests in the property thereof on account of any such Claim or Equity Interest; (d) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claim which is treated or satisfied pursuant to the Plan; and (e) taking any action to interfere with the implementation or consummation of the Plan; provided, however, the provisions of this paragraph and the provisions of Section 10.8 of the Plan shall not prevent any Person from taking action in this Court to enforce their rights under and in accordance with the Plan. From and after entry of the Confirmation Order, (i) EPD and EPA shall maintain any regulatory power or oversight they may have over the Environmental Remediation Property, and (ii) the Debtors, the Estates, ELT, and Liquidating Agent shall comply with federal and state laws, rules, and regulations regarding the Environmental Remediation Property, including transfer of the EPD Permit in accordance with GA Rules and Regs. §391-3-11-.11(8) and 40 CFR 270.40(b). Nothing in the Plan or the Confirmation Order shall (A) be deemed to limit the authority of EPD or EPA to take responsive action or to enforce federal and state laws, rules and regulations against any Person (other than the ChemicalInvest Parties and the ChemicalInvest Affiliated Parties), including, but not limited to, predecessors of the Debtors and the DSM Entities, for any matters arising or relating in any manner to the Environmental Remediation Property, (B) limit the information-gathering authority of EPD or EPA, or (C) excuse any Person, including the Debtors, the Estates, ELT and the Liquidating Agent from any disclosure or notification requirements imposed by federal or state laws, rules, or regulations regarding the Environmental Remediation Property.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadlines:

a. **Administrative Claims Bar Date (General)**: Except as otherwise provided in the Plan, any Person holding an Administrative Expense Claim (other than a claim for Professional Compensation) shall file a proof of such Administrative Expense Claim with the Claims Agent **within sixty (60) days after the Liquidating Agent serves this notice of the occurrence of the**

Effective Date. The proof of such Administrative Expense Claim must be filed at the following address:

Fibrant Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245

At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for the Liquidating Agent at the following address:

King & Spalding LLP
Attn: Jonathan W. Jordan
1180 Peachtree Street
Atlanta, Georgia 30309-3521

Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim by the Debtors and the Estates.

b. **Administrative Claims Bar Date (Professionals):** Any Person seeking an award by the Bankruptcy Court of Professional Compensation shall file a final application with the Bankruptcy Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date **within sixty (60) days after the Effective Date.** The provisions of this paragraph shall not apply to any professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* entered in the Bankruptcy Cases on May 1, 2018.

c. **Rejection Damage Claims Bar Date:** All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any Executory Contracts or Unexpired Leases, if any, must be filed with the Claims Agent and served upon counsel for the Liquidating Agent at the addresses indicated in the above paragraph **within thirty (30) days after the Effective Date.** Any Claims arising from the rejection of Executory Contracts or Unexpired Leases that become Allowed Claims are classified and shall be treated as a Class 4 General Unsecured Claims. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan not filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates and property of the Debtors unless otherwise ordered by this Court or provided in the Plan.** Notwithstanding the foregoing, a Claim for damages arising from the rejection of an Executory Contract or Unexpired Lease rejected pursuant to a separate order of this Court must be filed prior to any bar date set forth in such order.

[signatures on following pages]

Prepared and presented by:

KING & SPALDING LLP

/s/ Jonathan W. Jordan

Paul K. Ferdinands

Georgia Bar No. 258623

pferdinands@kslaw.com

Jonathan W. Jordan

Georgia Bar No. 404874

jjordan@kslaw.com

Sarah L. Primrose

Georgia Bar No. 532582

sprimrose@kslaw.com

1180 Peachtree Street

Atlanta, Georgia 30309-3521

Telephone: (404) 572-4600

Facsimile: (404) 572-5100

and

KLOSINSKI OVERSTREET, LLP

James C. Overstreet Jr.

Georgia Bar No. 556005

jco@klosinski.com

1229 Augusta West Parkway

Augusta, GA 30909

Telephone: (706) 863-2255

Facsimile: (706) 863-5885

COUNSEL FOR THE
DEBTORS-IN-POSSESSION