

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

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

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 29, 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 June 26, 2019;

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

**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)**

<sup>1</sup> 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).



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]*

Dated: June 28, 2019

Prepared and presented by:

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