

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

ORIGINAL

In re:) Chapter 11
)
ACandS, Inc.,) Case No. 02-12687 (JKF)
)
Debtor.)

Objection Deadline: August 17, 2007 at 4:00 p.m. Prevailing Eastern Time
Hearing Date: August 28, 2007 at 3:00 p.m. Prevailing Eastern Time (in Pittsburgh, PA)

**NOTICE OF DEBTOR'S MOTION FOR APPROVAL OF
SETTLEMENT AND BUYBACK AGREEMENT AMONG
TRAVELERS, ACANDS PARTIES, AND CERTAIN OTHER PARTIES**

TO: (1) the U.S. Trustee; (2) counsel for the Committee; (3) counsel for the Legal Representative; (4) counsel for Travelers; (5) counsel for the ACandS Parties; (6) counsel for the Irex Entities; (7) those parties set forth on ACandS's Bankruptcy Rule 2002 service list; (8) those law firms that represent asbestos personal injury claimants that have filed 2019 statements in ACandS's bankruptcy case; (9) additional law firms that represent asbestos personal injury claimants of which the Debtor is aware that have not (a) filed an entry of appearance in ACandS's bankruptcy case and/or (b) filed a 2019 statement in ACandS's bankruptcy case; and (10) all known asbestos property damage claimants with Claims against ACandS.

ACandS, Inc. (the "Debtor"), the debtor and debtor-in-possession in the above-captioned case, has filed the attached *Debtor's Motion for Approval of Settlement and Buyback Agreement Among Travelers, ACandS Parties, and Certain Other Parties* (the "Motion"). Pursuant to the Motion, the Debtor seeks the entry of an order (the "Approval Order") approving a settlement agreement (the "Settlement Agreement") among: the Debtor; certain of its affiliates (the "ACandS Parties"); certain of its former affiliates (the "Former Irex Entities"); certain other entities (all as more fully set forth and defined in the Settlement Agreement); and The Travelers Indemnity Company, Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and

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Surety Company), The Standard Fire Insurance Company, St. Paul and Marine Insurance Company, United States Fidelity and Guaranty Company, and certain of their affiliates (collectively and as further defined in the Settlement Agreement, "Travelers"). As part of the Settlement, the Approval Order will authorize and approve the sale of certain insurance policies issued by Travelers (the "Travelers Insurance Policies," as defined in the Settlement Agreement), free and clear of any and all claims, liens, encumbrances and interest of any kind, to Travelers.

Any response or objection to the Motion must be filed with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 on or before August 17, 2007 by 4:00 p.m. Prevailing Eastern Time. At the same time, you must also serve a copy of the objection or response on: (i) counsel for the Debtor, Pachulski Stang Ziehl Young Jones & Weintraub LLP, Attn: Laura Davis Jones, Esquire, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705; (ii) The Office of the United States Trustee, Attn: Richard Schepacarter, Esquire, J. Caleb Boggs Federal Building, 844 King Street, Wilmington, Delaware 19801; (iii) Counsel to the Official Committee of Asbestos Personal Injury Claimants: (A) Campbell & Levine, LLC, Attn: Marla Eskin, Esquire, 800 North King Street, Suite 300, 3rd Floor, Wilmington, Delaware 19801, (B) Campbell & Levine, LLC, Philip E. Milch, Esquire, 1700 Grant Building, Pittsburgh, Pennsylvania 15219, and (C) Elihu Inselbuch, Esquire, Caplin & Drysdale, Chartered, 399 Park Avenue, 27th Floor, New York, New York 10022; (iv) Insurance Counsel for the Debtor, Gilbert Randolph LLP, Attn: David B. Killalea, Esquire, 1100 New York Ave. NW, Suite 700, Washington, D.C. 20005-3324; and (v) Counsel to the Future Claimants Representative, Edwin J. Harron, Esquire,

Young Conaway Stargatt & Taylor LLP, 1000 West Street, 17th Floor, P.O. Box 391,
Wilmington, Delaware 19899-0391.

IF YOU FAIL TO TIMELY RESPOND IN ACCORDANCE WITH THIS
NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION
WITHOUT FURTHER NOTICE OR HEARING.

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