

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
ACandS, Inc.,	)	Case No. 02-12687 (JKF)
	)	
Debtor.	)	<b>RE: Docket No. 3048</b>
	)	<b>[1/4/08 Hearing; Agenda Item No. 1]</b>

**ORDER (I) APPROVING THE ADEQUACY OF THE  
DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE  
BANKRUPTCY CODE RELATING TO ACANDS'S SECOND PLAN OF  
REORGANIZATION; (II) SCHEDULING A CONFIRMATION HEARING  
FOR THE SECOND PLAN OF REORGANIZATION OF ACANDS, INC.  
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE;  
(III) ESTABLISHING VOTING PROCEDURES; (IV) APPROVING FORMS OF  
BALLOTS, NOTICES AND MANNER OF NOTICE; AND (V) ESTABLISHING  
CERTAIN DEADLINES RELATED TO VOTING AND CONFIRMATION HEARING**

Upon the motion (the "Motion")<sup>1</sup> of ACandS, Inc., the above-captioned debtor and debtor in possession (the "Debtor"), seeking entry of an order: (a) approving the adequacy of the *Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code Relating to ACandS's Second Plan of Reorganization Dated November 19, 2007 [Docket No. 3032]* as amended or modified (the "Disclosure Statement"); (b) scheduling a hearing to confirm the *Second Plan of Reorganization of ACandS, Inc. Under Chapter 11 of the United States Bankruptcy Code [Docket No. 3033]* as amended or modified (the "Plan"); (c) establishing procedures for voting upon the Plan (the "Voting Procedures"); (d) approving form of Ballots, Master Ballots, notices and the matter of notice; and (e) establishing certain deadlines related to voting and the hearing on confirmation (the "Confirmation Hearing"); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing

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<sup>1</sup> Capitalized terms not defined herein shall have the same meaning as ascribed in the Motion, Plan and/or Disclosure Statement.

that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and after due deliberation and it appearing that sufficient cause exists for granting the requested relief and that such relief is in the best interests of the Debtor's estate and creditors;

IT IS HEREBY FOUND THAT:

1. The Disclosure Statement contains adequate information within the meaning of sections 1125 of the Bankruptcy Code.
2. The Voting Procedures, attached hereto as Exhibit A, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.
3. The forms of ballots (the "Ballots") and the master ballots (the "Master Ballots"), attached hereto as Exhibit B, are consistent with Official Form No. 14, adequately address the particular needs of this chapter 11 case, and are appropriate for each class of claims or interests entitled under the Plan to vote to accept or reject the Plan.
4. The contents of the Solicitation Packages, as set forth in the Voting Procedures, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

NOW, THEREFORE, IT IS HEREBY:

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the Disclosure Statement is hereby approved for solicitation as provided for herein; and it is further

ORDERED that the Voting Procedures are approved, provided, however, the Debtor reserves the right to modify, amend or supplement the Voting Procedures subject to Court approval; and it is further

ORDERED that all votes to accept or reject the Plan must be cast pursuant to the Voting Procedures; and it is further

ORDERED that the Confirmation Hearing will commence on **April 21, 2008 at 11:30 a.m.** Prevailing Eastern Time at the United States Bankruptcy Court for the District of Delaware, located at 824 North Market Street, Wilmington, DE 19801; and it is further

ORDERED that the Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise, all without further notice to parties in interest; and it is further

ORDERED that the deadline to file and serve objections to the confirmation of the Plan (the "Plan Objection Deadline") shall be 4:00 p.m., Prevailing Eastern Time, on **March 24, 2008**; and it is further

ORDERED that all objections to the confirmation of the Plan, if any, must: (i) be timely filed; (ii) be in writing; (iii) state with particularity the legal and factual grounds for such objection, (iv) provide, where applicable, the specific text that the objecting party believes to be appropriate to insert into the Plan to resolve the objection; (v) describe the nature and amount of the objector's claim; and (vi) be served so as to be actually received by the Plan Objection Deadline by the following parties: (a) counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, P.O. Box 8705, Wilmington, DE 19899-8705, tel. 302-652-4100, fax 302-652-4400 (Attn: Laura Davis Jones, Esq., and Curtis A. Hehn, Esq.); (b) counsel for the Official Committee of Asbestos Personal Injury Claimants, Campbell & Levin,

LLC, 1700 Grant Building, Pittsburgh, PA 15219, tel. 412-261-0310, fax 412-261-5066 (Attn: Philip Milch, Esq.), Campbell & Levin, LLC, 800 N. King Street, 3<sup>rd</sup> Floor, Wilmington, DE 19801, tel. 302-426-1900, fax 302-426-9947 (Attn: Marla R. Eskin, Esq.), and Caplin & Drysdale, Chartered, 399 Park Avenue, New York, NY 10022-4614, tel. 212-319-7125, fax 212-644-6755 (Attn: Elihu Inselbuch, Esq., Peter Van Lockwood, Esq., and Ronald E. Reinsel, Esq.); (c) counsel for the Futures Representative, Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17<sup>th</sup> Floor, Wilmington, DE 19801, tel. 302-571-6600, fax. 302-571-1253 (Attn: James L. Patton, Esq., and Edwin J. Herron, Esq.); and (d) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 N. King Street, Suite 2313, Lock Box 35, Wilmington, DE 19801, tel. 302-573-6491, fax. 302-573-6497 (Attn: Richard Schepacarter); and it is further

ORDERED that the Court shall consider only written objections to the Plan that are timely filed and served by the Plan Objection Deadline; and it is further

ORDERED that, with regard to any timely-filed objection(s) to the Plan, the Debtor shall be allowed to file an omnibus reply on or before **April 14, 2008**, or in the event that the Confirmation Hearing is continued, then before or on the date which is five (5) business days before the continued Confirmation Hearing; and it is further

ORDERED that the date of the entry of this Order shall be the record date for purposes of determining which creditors are entitled to vote on the Plan (the "Voting Record Date"); and it is further

ORDERED that the Voting Record Date shall apply to (i) all holders of claims and creditors and (ii) all trustees and agents that will collect votes of beneficial holders of claims; and it is further

ORDERED that the date of the entry of this Order shall be the deadline by which 2019 Statements must be filed for purposes of determining which attorneys are eligible to vote by way of Master Ballot for their clients who hold Asbestos Personal Injury Claims (the “2019 Statement Deadline”); and it is further

ORDERED that **March 24, 2008 at 5:00 p.m. Prevailing Eastern Time** (the “Voting Deadline”), shall be the deadline by which Ballots and/or Master Ballots to accept or reject the Plan must be received from eligible creditors; and it is further

ORDERED that all Ballots and/or Master Ballots accepting or rejecting the Plan must be received by The Garden City Group, Inc. (the “Notice and Balloting Agent”) by no later than the Voting Deadline at the following addresses:

If by Regular Mail:  
The Garden City Group, Inc.  
Attn: ACandS, Inc.  
P.O. Box 9000-6029  
Merrick, New York 11566-9000

If by Hand Delivery or Overnight Mail:  
The Garden City Group, Inc.  
Attn: ACandS, Inc.  
105 Maxess Road  
Melville, New York 11747

and it is further

ORDERED that the Debtor or the Court may extend the period during which votes will be accepted by the Debtor, in which case the Voting Deadline for such solicitation shall mean the last time and date to which such solicitation is extended; and it is further

ORDERED that the form of Ballots and Master Ballots, and the instruction included therewith, substantially in the form attached hereto as Exhibit B, are hereby approved; and it is further

ORDERED that by no later than **January 21, 2008**, (the “Solicitation Package Service Deadline”), and subject to the procedures for the solicitation of certain Asbestos Personal

Injury Claimants set forth in the Voting Procedures, the Debtor shall distribute the following materials (the “Solicitation Package”) to those parties entitled to vote on the Plan: (i) the Notice of Confirmation Hearing; (ii) this Voting Procedures Order (absent the exhibits thereto); (iii) the Disclosure Statement; (iv) for entities entitled to vote, appropriate Ballots and/or Master Ballots; (v) for entities entitled to vote, pre-addressed, postage-paid, return envelopes; (vi) any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package; and (vii) any letters or statements in support of the Plan that the Committee and/or the Futures Representative may wish to include in the Solicitation Package; and it is further

ORDERED that the Notice and Balloting Agent shall serve a copy of the Solicitation Package, on or before the Solicitation Package Deadline, upon each holder of an impaired Claim in Classes 3a, 3b, 3c, 3d, 3e, 4, 5 and 6 (or, as set forth in detail in the Voting Procedures, such Holders’ counsel with respect to certain Asbestos Personal Injury Claimants); and it is further

ORDERED with respect to scheduled claims (other than Asbestos Personal Injury Claims or scheduled claims as to which there are corresponding timely filed proofs of claim), the Notice and Balloting Agent shall serve a Solicitation Package, on or before the Solicitation Package Deadline, upon (i) each holder of a Claim against the Debtor listed in the Schedules as of the Record Date as liquidated, undisputed, and noncontingent and with a claim amount in excess of \$0.00, and (ii) those individuals whose claims constitute Class 5 – Non-Asbestos Unsecured Insured Litigation Claims; and it is further

ORDERED, with respect to filed claims (other than proofs of claim asserting Asbestos Personal Injury Claims), the Notice and Balloting Agent will cause a Solicitation Package to be served, on or before the Solicitation Package Deadline, upon each holder of a

Claim represented by a proof of claim filed against the Debtor that has not been withdrawn, disallowed or expunged by an order of the Bankruptcy Court entered on or before the Record Date, or that is not the subject of a pending claims objection filed on or before the Record Date. If the relevant proof of claim does not indicate the appropriate classification of a Claim, and such classification cannot be determined from the Schedules, such Claim shall be treated as a Class 4 General Unsecured Claim; and it is further

ORDERED, with respect to holders of record (except with respect to Asbestos Personal Injury Claims), the Notice and Balloting Agent shall serve the Solicitation Package, on or before the Solicitation Package Deadline, upon the Entity that holds a Claim as of the Record Date, and the Debtor will have no obligation to cause a Solicitation Package to be served upon any subsequent holder of such Claim (as evidenced by any notice of assignment of such Claim entered on the Bankruptcy Court's docket or that only becomes effective after the Record Date or otherwise); and it is further

ORDERED, with respect to holders of Interests, the Notice and Balloting Agent will cause a Solicitation Package to be served upon the holder of record of the Interests in the Debtor; and it is further

ORDERED, with respect to other parties, the Notice and Balloting Agent shall cause a Solicitation Package (excluding Ballots and/or Master Ballots) to be served upon the Securities and Exchange Commission, the Trustee, the attorneys for the Committee, the attorneys for the Futures Representative, the Internal Revenue Service, the Pension Benefit & Guaranty Corporation, the applicable Pennsylvania state and local taxing authorities, and on each party that filed a notice of appearance and request for service under Bankruptcy Rule 2002 with the

Bankruptcy Court and has not withdrawn such notice of appearance and request for service as of the Record Date; and it is further

ORDERED that any attorney for the holder of an Asbestos Personal Injury Claim who is **not** entitled to vote on behalf of such holder is hereby directed, within fifteen (15) business days after the mailing of the Solicitation Package, to furnish the Notice and Balloting Agent with the name and address of each such holder; and it is further

ORDERED that, if any creditor seeks to challenge the objection to, or disallowance of, its Claim for voting purposes, or the amount of its Claim for voting purposes, in accordance with the Voting Procedures attached hereto as Exhibit A, such claimant is directed to serve on the Debtor and file with the Court on or before the tenth (10<sup>th</sup>) day after the later of (i) service of the notice setting the date, time, and place for the hearing to consider confirmation of the Plan and (ii) service of a notice of an objection, if any, to such claim, a motion for an order pursuant to Bankruptcy Rule 3018(a), temporarily allowing such claim or allowing such claim in a different amount for purposes of voting to accept or reject the Plan; and it is further

ORDERED that as to any creditor filing a motion pursuant to Bankruptcy Rule 3018(a), such creditor's Ballot shall not be counted unless temporarily allowed by the Court (by no later than the Voting Deadline) for voting purposes after notice and a hearing; and it is further

ORDERED that, for the purposes of voting, classification, and treatment under the Plan, any holder of an Class 4 General Unsecured Claim that holds or has filed more than one General Unsecured Claim against the Debtor shall be treated as if such holder has only one General Unsecured Claim against the Debtor, and the General Unsecured Claims filed by such holder shall be aggregated and the total dollar amount of such holder's General Unsecured Claims against the Debtor shall be the sum of the aggregated General Unsecured Claims of such

holder; and it is further

ORDERED that, for the purposes of voting, classification, and treatment under the Plan, the number and amount of General Unsecured Claims held by an Entity to which any General Unsecured Claim is transferred and which transfer is effective pursuant to Bankruptcy Rule 3001(e) no later than the close of business on the Voting Record Date shall be determined based upon the identity of the original holder of such General Unsecured Claim and whether any General Unsecured Claims held by the Entity entitled to vote as of the Voting Record Date would be aggregated if they were held by the original holder thereof as of the Voting Record Date; and it is further

ORDERED that the Confirmation Hearing Notice, the Publication Notice and the Asbestos Publication Notice, substantially in the forms attached hereto respectively as Exhibits C through E (collectively the “Notices”), are hereby approved; and it is further

ORDERED that the Debtor shall cause the Publication Notice and the Asbestos Publication Notice to be published pursuant to the applicable provisions set forth in the Voting Procedures; and it is further

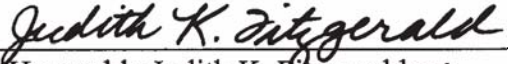
ORDERED that the Debtor is authorized and empowered to take all actions and execute such other documents as may be necessary to implement the relief granted herein; and it is further

ORDERED that the Debtor is authorized to make non-substantive changes to the Disclosure Statement, Plan, Ballots and Notices in order to correct typographical or grammatical errors, make formatting changes to accommodate printing requirements or conform said documents to the provisions of this Order, without further order of the Court; and it is further

ORDERED that the Court shall retain jurisdiction with respect to all matters

arising from or related to the implementation of this Order.

Dated: January 4, 2008

  
\_\_\_\_\_  
The Honorable Judith K. Fitzgerald  
United States Bankruptcy Judge

# ***EXHIBIT A***



**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF DELAWARE**

In re ) Chapter 11  
 )  
ACandS, INC. ) Case No. 02-12687 (JKF)  
 )  
Debtor. )  
\_\_\_\_\_ )

**VOTING PROCEDURES**

## **ACandS, INC. – VOTING PROCEDURES**

The following procedures (the "Voting Procedures") are adopted with respect to (a) the distribution of Ballot solicitation materials with respect to the Plan (as hereinafter defined) and (b) the return and tabulation of Ballots and Master Ballots.

### **1. Definitions:**

- a.** “**ACandS**” means ACandS, Inc., a Delaware corporation (whether in its capacity as debtor in possession or otherwise), formerly known as Armstrong Contracting and Supply Corp.
- b.** “**ACandS/Travelers Insurer Actions**” shall have the meaning given such term in the Settlement and Buyback Agreement.
- c.** “**Asbestos Personal Injury Claim**” means any claim, demand, debt or liability (including, without limitation, any claim, demand, debt or liability alleging successorship, conspiracy, veil piercing, conducting a fraudulent defense or alter ego-type claims) that has been or in the future is brought or asserted against (a) the Debtor alleging that the Debtor has liability due to any person’s alleged bodily, personal or emotional injury or death allegedly caused by exposure to any asbestos or asbestos-containing materials, (b) any Protected Party alleging or arising from an allegation that such Protected Party (other than the Debtor) has liability due to a person’s bodily, personal or emotional injury allegedly caused, in whole or in part, directly or indirectly, by asbestos or asbestos-containing materials, but only to the extent such liability is based on or derives from injury allegedly caused, in whole or in part, by materials installed, sold, handled, used, made, distributed, supplied, removed or otherwise disturbed by the Debtor or for which the Debtor otherwise allegedly was responsible; or (c) the Debtor or Travelers and is a Travelers Asbestos-Related Claim; provided, however, that an Asbestos Personal Injury Claim within subsections (a) or (b) of this definition above shall not include any tort claim against any of the Debtor’s joint tortfeasors (excluding, to the extent otherwise applicable, Settling Asbestos Insurance Companies) concerning liability arising solely from such joint tortfeasor’s own acts or omissions.

For the further avoidance of doubt, an Asbestos Personal Injury Claim does not include (a) an Asbestos Property Damage Claim or any claim by any present or former employee of the Debtor that is covered by a self-insured health plan or is subject to treatment under any state or federal workers compensation statute or other statute providing compensation to an employee from an employer, (b) any claim asserting an obligation to refund the purchase price of, or to repair, replace, correct or redo, work performed or materials regularly sold or installed in the ordinary course of the trade or business of the Debtor, its subsidiaries, or Affiliates, (c) any claim asserting an obligation of the Debtor, its subsidiaries, or

Affiliates to make payments to its general trade creditors or debtholders that relates to a case under the Bankruptcy Code, or a receivership, foreclosure, or similar proceeding in a Federal or State court, or a workout, or (d) any claim asserting a liability which is designated by the U.S. Internal Revenue Service ("IRS") in a revenue ruling or a revenue procedure, or which is identified by the IRS in a notice, announcement, or similar pronouncement as a liability that the IRS intends to designate or otherwise to treat, as an excluded liability within the meaning of Treasury regulation section 1.468B-1(g).

- d. **“Asbestos Personal Injury Claimant”** means the holder of an Asbestos Personal Injury Claim.
- e. **“Asbestos Property Damage Claim”** means any claim, demand, debt or liability (including, without limitation, any claim, demand, debt or liability alleging successorship, conspiracy, veil piercing, conducting a fraudulent defense or alter ego-type claims) that has been or in the future is brought or asserted against (a) the Debtor alleging that the Debtor has liability due to any person’s property damage (x) caused or allegedly caused, in whole or in part, directly or indirectly (i) by asbestos or asbestos-containing products installed, sold, handled, used, made, distributed, supplied, removed, or otherwise disturbed by the Debtor, or (ii) by services, actions, or operations provided, completed, performed, or taken by the Debtor, in connection with asbestos or asbestos-containing products, or (y) caused or allegedly caused by asbestos or asbestos-containing products for which the Debtor is or may be liable under any applicable law, or (b) any Entity alleging or arising from an allegation that such Entity has liability due to a person’s property damage allegedly caused, in whole or in part, directly or indirectly, by asbestos or asbestos-containing products installed, sold, handled, used, made, distributed, supplied, removed or otherwise disturbed by the Debtor or for which the Debtor otherwise allegedly was responsible. Asbestos Property Damage Claims against a Protected Party (other than the Debtor) shall only include any Claim against such Protected Party (other than the Debtor) that is based on allegations that such Protected Party (other than the Debtor) is directly or indirectly liable for the conduct or products or Claims against, or Demands on, the Debtor.
- f. **“Asbestos Publication Notice”** means a published notice of (a) the approval of the Disclosure Statement and the scheduling of the Confirmation Hearing and (b) the procedure for holders of Asbestos Personal Injury Claims to obtain a Solicitation Package, in a form approved by the Bankruptcy Court in the Voting Procedures Order.
- g. **“Asbestos Secured Personal Injury Claim”** means (a) the Asbestos Personal Injury Claim of a Participating Category B Claimant or Participating Category C Claimant to the extent of such Creditor’s Settlement Amount; and (b) the Asbestos Personal Injury Claim of a Participating Category D Claimant, but only to the extent of such Creditor’s secured amount as established by the Claimant

Agreement and related adoption agreement; provided, however, that Asbestos Secured Personal Injury Claims are treated Pari Passu with all other Asbestos Personal Injury Claims pursuant to this Plan and the TDP.

- h.** “**Asbestos Unsecured Personal Injury Claim**” means any Asbestos Personal Injury Claim other than an Asbestos Secured Personal Injury Claim.
- i.** “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware, or, as the circumstances or context requires, the District Court.
- j.** “**Category B<sup>x</sup> Asbestos Personal Injury Claim**” means an Asbestos Secured Personal Injury Claim of a Participating Category B Claimant to the extent of such Asbestos Personal Injury Claimant’s Claim B<sup>x</sup> Amount.
- k.** “**Category B<sup>y</sup> Asbestos Personal Injury Claim**” means an Asbestos Secured Personal Injury Claim of a Participating Category B Claimant to the extent of such Asbestos Personal Injury Claimant’s Claim B<sup>y</sup> Amount.
- l.** “**Category C Asbestos Personal Injury Claim**” means an Asbestos Secured Personal Injury Claim of a Participating Category C Claimant.
- m.** “**Category D Asbestos Personal Injury Claim**” means an Asbestos Secured Personal Injury Claim of a Participating Category D Claimant.
- n.** “**Category D Asbestos Unsecured Personal Injury Claim**” means an Asbestos Unsecured Personal Injury Claim of a Participating Category D Claimant.
- o.** “**Claim**” shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code, and further shall include, but not be limited to, Asbestos Personal Injury Claims, Asbestos Property Damage Claims and interests (other than Interests).
- p.** “**Claim B<sup>x</sup> Amount**” shall have the meaning set forth in the Pre-Petition Agreements.
- q.** “**Claim B<sup>y</sup> Amount**” shall have the meaning set forth in the Pre-Petition Agreements.
- r.** “**Confirmation Hearing**” means the hearing or hearings which will be held before the Bankruptcy Court in which the Debtor will seek Confirmation of this Plan.
- s.** “**Confirmation Hearing Notice**” means that certain notice of the Confirmation Hearing that was approved by the Court pursuant to the Voting Procedures Order.
- t.** “**Creditors Committee**” means the committee appointed in the Chapter 11 Case by the United States Trustee.

- u. **“Disclosure Statement”** means the Disclosure Statement with respect to this Second Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for ACandS, dated November 19, 2007, including all exhibits, appendices, schedules and annexes attached thereto, as submitted by ACandS pursuant to section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be further amended, supplemented or modified from time to time.
- v. **“Entity”** means any Person, and any federal, state or local government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof.
- w. **“General Unsecured Claim”** means an Unsecured Claim that is not an Asbestos Personal Injury Claim or a Non-Asbestos Unsecured Insured Litigation Claim. A General Unsecured Claim includes, but is not limited to, (a) any claim by any present or former employee of ACandS that is covered by a self-insured health plan or is subject to treatment under any state or federal workers compensation statute or other statute providing compensation to an employee from an employer, (b) any claim asserting an obligation to refund the purchase price of, or to repair, replace, correct or redo, work performed or products regularly sold or installed in the ordinary course of the trade or business of the Debtor, its subsidiaries, or Affiliates, (c) any claim asserting an obligation of the Debtor, its subsidiaries, or Affiliates to make payments to its general trade creditors or debtholders that relates to a case under the Bankruptcy Code, or a receivership, foreclosure, or similar proceeding in a Federal or State court, or a workout, (d) any claim asserting a liability which is designated by the IRS in a revenue ruling or a revenue procedure, or which is identified by the IRS in a notice, announcement, or similar pronouncement as a liability that the IRS intends to designate or otherwise to treat, as an excluded liability within the meaning of Treasury regulation section 1.468B-1(g), or (e) Asbestos Property Damage Claims (if any).
- x. **“Interest”** means the rights of the holders of the equity security of the Debtor and the rights of any entity to purchase or demand the issuance of any equity security of the Debtor, including: (a) redemption, conversion, exchange, voting, participation, and dividend rights; (b) liquidation preferences; and (c) stock options and warrants.
- y. **“Legal Representative”** means Lawrence Fitzpatrick, the individual appointed by the Bankruptcy Court pursuant to section 524(g) of the Bankruptcy Code, who is to protect the rights of persons that might, subsequent to the Confirmation Date, assert Demands.
- z. **“Master Ballot”** means a Ballot filed on behalf of one or more holders of Asbestos Personal Injury Claims pursuant to section 4 of these Voting Procedures.

- aa. **“Non-Asbestos Secured Claim”** means a Secured Claim that is not an Asbestos Secured Personal Injury Claim.
- bb. **“Non-Asbestos Unsecured Insured Litigation Claims”** means any Unsecured Claim, other than an Asbestos Personal Injury Claim or an Asbestos Property Damage Claim, that is subject to litigation that was either pending or overtly threatened on the Petition Date, if such litigation is covered by a policy of insurance under which ACandS is a named insured.
- cc. **“Notice and Balloting Agent”** means with respect to the holder of the Interests and all holders of Claims entitled to vote on the Plan, The Garden City Group, Inc.
- dd. **“Pari Passu”** means treated in a manner such that all Asbestos Personal Injury Claims that qualify for payment from the Trust receive the same payment percentage.
- ee. **“Plan”** means the Second Plan of Reorganization of ACandS, Inc. under Chapter 11 of the United States Bankruptcy Code and all exhibits and appendices attached hereto or referenced herein, as the same may be amended, modified, or supplemented.
- ff. **“Publication Notice”** means a published notice of (a) the approval of the Disclosure Statement and the scheduling of the Confirmation Hearing and (b) the procedure for holders of Claims to obtain a Solicitation Package in a form approved by the Bankruptcy Court in the Voting Procedures Order.
- gg. **“Record Date”** means the date of the entry of the Voting Procedures Order.
- hh. **“Settlement and Buyback Agreement”** means that certain Settlement and Policy Buyback Agreement, Releases and Covenants Not to Sue among Travelers, the Debtor, the Creditors Committee, the Legal Representative, Irex, and Specialty Products & Insulation Co. (including all exhibits thereto), attached as Exhibit 4 to the Plan, as it may be amended from time to time in accordance with the provisions thereof.
- ii. **“Solicitation Package”** means, and will consist of, the following:
  - i. Notice of the Confirmation Hearing;
  - ii. Voting Procedures Order;
  - iii. Disclosure Statement (with the Plan attached as an exhibit thereto);
  - iv. For Entities entitled to vote, appropriate Ballots and/or Master Ballots and voting instructions;

- v. For Entities entitled to vote, pre-addressed, postage-paid, return envelopes;
  - vi. Any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package; and
  - vii. Any letters or statements in support of the Plan that the Creditors' Committee and/or the Legal Representative may wish to include in the Solicitation Package.
- jj.** “**Solicitation Package Service Deadline**” is the January 21, 2008 deadline by which the Solicitation Package must be served pursuant to the Voting Procedures.
- kk.** “**TDP**” means the Trust Distribution Procedures substantially in the form attached as Annex B to the Trust Agreement, as may be modified from time to time.
- ll.** “**Travelers**” means (i) the Travelers Companies and each of their past, present and future direct and indirect parents, subsidiaries and affiliates, (ii) the respective shareholders, partners, officers, directors, employees, members, principals, attorneys, representatives, and agents of each of the entities set forth in Subsections (i) and (ii) of this definition, but solely in their capacity as such; and (iii) the respective predecessors, successors, and assigns of any of the foregoing, but solely in their capacity as such. Notwithstanding the foregoing, “Travelers” shall not include any Entity that, after the Execution Date, first acquires, is acquired by, becomes affiliated with, or merges into any of the Travelers Companies, provided, however, that such an Entity shall be included in the definition of Travelers with respect to its obligations under the Travelers Insurance Policies.
- mm.** “**Travelers Asbestos-Related Claim**” means each Asbestos-Related Claim and ACandS/Travelers Insurer Action.
- nn.** “**Travelers Companies**” means The Travelers Indemnity Company, Travelers Casualty and Surety Company (formerly known as The Aetna Casualty and Surety Company), The Standard Fire Insurance Company, United States Fidelity and Guaranty Corporation and St. Paul Fire and Marine Insurance Company.
- oo.** “**Travelers Insurance Policies**” shall have the meaning given such term in the Settlement and Buyback Agreement.
- pp.** “**Travelers Non-Asbestos Related Claim Injunction**” means the injunction described in Section 10.4(d) of the Plan.
- qq.** “**Unsecured Claim**” means any Claim (regardless of whether such Claim is covered by insurance) that is neither secured nor entitled to priority under the Bankruptcy Code or by a Final Order of the Bankruptcy Court, including, but not

limited to: (a) any claim arising from the rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and (b) any portion of a Claim to the extent the value of the holder's interest in the Estate's interest in the property securing such Claim is less than the amount of the Claim, or to the extent that the amount of the Claim subject to setoff is less than the amount of the Claim, as determined pursuant to section 506(a) of the Bankruptcy Code.

- rr.** “**Voting Deadline**” means March 24, 2008 at 5:00 p.m. prevailing Eastern Time, which is the date and time established by the Bankruptcy Court as the deadline for the return of Ballots on the Plan to the Notice and Balloting Agent.
- ss.** “**Voting Procedures Order**” means that certain order entered by the Bankruptcy Court on January 4, 2008, which, among other things, approved the adequacy of the Disclosure Statement and established these Voting Procedures.
- tt.** “**2019 Statement**” means any statement filed with the Court on or before January 4, 2008, pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure and pursuant to and in accordance with that certain *Order Requiring Filing of Statements Pursuant to Fed.R.Bankr.P. 2019 [Docket No. 2409]* entered by the Court on July 31, 2006.
- uu.** “**2019 Statement Deadline**” means January 4, 2008, which is the date on which the order approving the Disclosure Statement was entered by the Court and which is the deadline by which 2019 statements must be filed for purposes of determining which attorneys are eligible to vote by way of Master Ballot for their clients who hold Asbestos Personal Injury Claims.

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan.

## **2. Notice of Confirmation Hearing:**

### **a. Written Notice**

In addition to serving the Confirmation Hearing Notice as part of the Solicitation Package, as provided herein, the Debtor shall serve the Confirmation Hearing Notice by the Solicitation Package Service Deadline on all creditors set forth on the list of creditors maintained by the Notice and Balloting Agent in this Chapter 11 Case by way of first class mail.

**b. Publication Notice:**

ACandS will cause the Publication Notice to be published (i) twice in the weekday edition of the national edition of *USA Today*, and (ii) once, in regional newspapers located in Charleston, W. VA, Houston, TX, Dallas, TX, Baltimore, MD, New York City, NY, Cleveland, OH, Tampa, FL, Oakland, CA, Chicago, IL and Jackson, MS, on a date not less than thirty (30) calendar days prior to the Confirmation Hearing.

**c. Asbestos Publication Notice:**

ACandS will cause the Asbestos Publication Notice to be published twice in the weekday edition of the national edition of *USA Today* on a date not less than thirty (30) calendar days prior to the Confirmation Hearing.

**3. Distribution of Solicitation Packages:**

**a. Scheduled Claims (other than Asbestos Personal Injury Claims):**

By no later than the Solicitation Package Service Deadline, the Notice and Balloting Agent will cause a Solicitation Package to be served upon each holder of a Claim or Interest against ACandS listed in the Schedules as of the Record Date as liquidated, undisputed, and noncontingent and with a claim amount in excess of \$0.00, other than Asbestos Personal Injury Claims and filed claims, which claims shall be dealt with as described below.

**b. Filed Claims:**

By no later than the Solicitation Package Service Deadline, the Notice and Balloting Agent will cause a Solicitation Package to be served upon each holder of a Claim or Interest represented by a proof of claim timely filed against ACandS that has not been withdrawn or disallowed or expunged by an order of the Bankruptcy Court entered on or before the Record Date, other than a proof of claim asserting Asbestos Personal Injury Claims, which claims shall be dealt with as described below. If the relevant proof of claim does not indicate the appropriate classification of a Claim, and such classification cannot be determined from the Schedules, such Claim shall be treated as a Class 4 General Unsecured Claim.

**c. Asbestos Personal Injury Claims:**

By no later than the Solicitation Package Service Deadline, the Notice and Balloting Agent will cause Solicitation Packages to be served with respect to Asbestos Personal Injury Claims in the manner described in section 4.a hereof.

**d. Determination of Holders of Record:**

Except with respect to Asbestos Personal Injury Claims, the Solicitation Package will be served upon the Entity that holds a Claim as of the Record Date, and ACandS will have no obligation to cause a Solicitation Package to be served upon any subsequent holder of such Claim (as evidenced by any notice of assignment of such Claim entered on the Bankruptcy Court's docket or that only becomes effective after the Record Date or otherwise).

**e. Interests:**

By no later than the Solicitation Package Service Deadline, the Notice and Balloting Agent will cause a Solicitation Package to be served upon the holder of record of the Interests in ACandS.

**f. Other Parties:**

By no later than the Solicitation Package Service Deadline, the Notice and Balloting Agent will cause a Solicitation Package (excluding Ballots) to be served upon the Securities and Exchange Commission, the Office of the United States Trustee for the District of Delaware, the attorneys for the Creditors Committee, the attorneys for the Future Claimants' Representative, the Internal Revenue Service, the Pension Benefit & Guaranty Corporation, the applicable Pennsylvania state and local taxing authorities and on each party that filed a notice of appearance and request for service under Bankruptcy Rule 2002 with the Bankruptcy Court which has not been withdrawn as of the Record Date.

**g. Returned Solicitation Packages or Notices**

In the event that a Solicitation Package or Confirmation Hearing Notice is returned by the United States Postal Service as undeliverable because the address of the entity to whom the Solicitation Package or Confirmation Hearing Notice was sent differs from the addresses in the claims register, the Debtor need not resend the returned Solicitation Package or Confirmation Hearing Notice.

**4. Special Procedures Relating to Asbestos Personal injury Claims:**

**a. Summary**

**Except as otherwise provided below, and as set forth in more detail below, the Notice and Balloting Agent will cause a Solicitation Package to be served upon each attorney that the Debtor knows or believes represent individuals with Asbestos Personal Injury Claims. With respect to those attorneys who have filed 2019 Statements on or before the 2019 Statement Deadline for individuals with Asbestos Personal Injury Claims, the Solicitation Package shall also include a Master Ballot, which such attorneys may use to vote on**

**the Plan, provided that such attorneys certify that they have the authority under applicable state and federal law to vote on the Plan on behalf of their clients. With respect to (i) those attorneys who have filed 2019 Statements on or before the 2019 Statement Deadline for individuals with Asbestos Personal Injury Claims that they represent, but who do not certify that they have authority under applicable state and federal law to vote on the Plan on behalf of such individuals, or (ii) those attorneys who have not filed 2019 Statements on or before the 2019 Statement Deadline for individuals with Asbestos Personal Injury Claims that they represent, they will need to arrange to have the Notice and Balloting Agent serve Solicitation Packages on their clients or undertake such service themselves, as provided for below.**

**b. Distribution of Solicitation Packages:**

The Notice and Balloting Agent will cause a Solicitation Package to be served with respect to Asbestos Personal Injury Claims as follows:

**(i) To Attorneys Representing Individual Holders of Asbestos Personal Injury Claims**

- (1) A single Solicitation Package will be served upon each attorney known by ACandS (as reflected in information contained in the records of ACandS on or before the entry of the Voting Procedures Order) to represent or potentially represent individuals who may hold or assert Asbestos Personal Injury Claims. In addition, the Debtor will provide such attorneys with a blank form of schedule that will need to be completed by such attorneys. The form of schedule will set forth placeholders for the client name, social security number and the type of claim (i.e. Class 3a Category B<sup>x</sup> Asbestos Personal Injury Claim, a Class 3b Category B<sup>y</sup> Asbestos Personal Injury Claim, a Class 3c Category C Asbestos Personal Injury Claim, a Class 3d Category D Asbestos Personal Injury Claim, or a Class 3e Asbestos Unsecured Personal Injury Claim). *Solicitation Packages will not be served upon individual holders of Asbestos Personal Injury Claims, except to the extent (i) an individual holder of an Asbestos Personal Injury Claim requests a Solicitation Package, (ii) a proof of claim is signed and filed by an individual holder of an Asbestos Personal Injury Claim prior to the Record Date, (iii) an attorney timely advises the Notice and Balloting Agent, pursuant to section 4(d)(ii)(1) hereof, of the names and addresses of individuals who hold or may assert Asbestos Personal Injury Claims who should receive their own Solicitation Packages, or (iv) an attorney known to represent such holders has failed to file a 2019 Statement on or before the 2019 Statement Deadline with respect to such individual.* The

Solicitation Package to be sent to each attorney will contain a copy of these Voting Procedures. In addition, with respect to those attorneys who have filed 2019 Statements on or before the 2019 Statement Deadline the Solicitation Package shall also include a Master Ballot.

- (2) If an attorney who has filed a 2019 Statement on or before the 2019 Statement Deadline either (i) does not certify with respect to any holder of an Asbestos Claim represented by such attorney that such attorney has the authority, under applicable state and federal law, to vote on the Plan on behalf of such holder (*see* section 4(d)(ii) hereof) or (ii) wishes any holder of an Asbestos Personal Injury Claim represented by such attorney to cast his or her own Ballot on the Plan, such attorney shall, within fifteen (15) Business Days after the mailing of the Solicitation Package, furnish the Notice and Balloting Agent with the name and address of each such holder, together with any cover letter which said attorney may wish to transmit to the holders so designated, which the Notice and Balloting Agent shall include with the Solicitation Package to be transmitted to said holders.
- (3) If an attorney has not filed a 2019 Statement on or before the 2019 Statement Deadline for the holders of Asbestos Personal Injury Claims which such attorney represents, then such attorney shall, within fifteen (15) Business Days after the mailing of the Solicitation Package, furnish the Notice and Balloting Agent with the name and address of each such holder, together with any cover letter which said attorney may wish to transmit to the holders so designated, which the Notice and Balloting Agent shall include with the Solicitation Package to be transmitted to said holders.

**(ii) To Individuals Who Hold or Assert Asbestos Personal Injury Claims:**

- (1) **Transmittal by the Voting Agent:** If (x) an individual who holds or asserts an Asbestos Personal Injury Claim requests a Solicitation Package either by written or telephonic notice to the Notice and Balloting Agent, or (y) an attorney who represents or purports to represent the holder of an Asbestos Personal Injury Claim requests, in accordance with section 4(b)(i)(2) or (3) hereof, that the Notice and Balloting Agent mail the Solicitation Package to individual holders of Asbestos Personal Injury Claims, the Notice and Balloting Agent will cause to be mailed a Solicitation Package, together with a Ballot, directly to each such individual who holds or asserts an Asbestos Personal Injury Claim as to which it has received names and addresses within five (5) Business Days after

receiving an individual request for a Solicitation Package or names and addresses of individual holders of Asbestos Personal Injury Claims from any attorneys. If an individual who holds or asserts an Asbestos Personal Injury Claim signs and files a proof of claim prior to the Record Date, then the Notice and Balloting Agent will cause to be mailed a Solicitation Package, together with a Ballot, directly to each such individual who holds or asserts an Asbestos Personal Injury Claim by the deadline for mailing Solicitation Packages to holders of Claims other than Asbestos Personal Injury Claims established by the Bankruptcy Court in the Voting Procedures Order.

- (2) **Transmittal by an Attorney:** An attorney may choose to transmit the Solicitation Packages to his or her clients directly. If an attorney chooses to transmit the Solicitation Packages to his or her clients directly, such attorney must, within fifteen (15) Business Days after the mailing of the Solicitation Package, furnish a written request to the Notice and Balloting Agent for a specified amount of Solicitation Packages and individual Ballots, which will be provided to such attorney within five (5) Business Days after receipt of such written request. ACandS will reimburse such attorney for the actual postage incurred by the attorney. Attorneys seeking reimbursement shall submit reasonable evidence of postage expenses incurred in order to obtain such reimbursement.

**c. Calculation of Votes With Respect to Asbestos Personal Injury Claims:**

**(i) Individual Holders of Liquidated Class 3a, 3b, 3c and 3d Claims:**

Each holder of a Class 3a – Category B<sup>x</sup> Asbestos Personal Injury Claim, Class 3b – Category B<sup>y</sup> Asbestos Personal Injury Claim, Class 3c – Category C Asbestos Personal Injury Claim, Class 3d – Category D Asbestos Personal Injury Claim, and Class 3e Asbestos Unsecured Personal Injury Claim (who is also the holder of Class 3d Claim) will have a single vote in the liquidated amount of such holder's Claim.

**(ii) Individual Holders of Unliquidated Class 3e Asbestos Unsecured Personal Injury Claims:**

Each holder of an Class 3e Asbestos Unsecured Personal Injury Claim (except for those claimants that hold both a Class 3d claim and related Class 3e claim in liquidated amounts), will have a single vote in the amount that will be based upon the type of disease that forms the basis for such holder's asserted Asbestos Unsecured Personal Injury Claim. The

amount of an Asbestos Unsecured Personal Injury Claim for voting purposes only is as follows:

- (1) If the basis for the Asbestos Unsecured Personal Injury Claim is alleged to be "Mesothelioma (Level VII)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Scheduled Value for "Mesothelioma (Level VII)" set forth in the TDP (which Scheduled Value will be set forth in the instructions on the Ballot).
- (2) If the basis for the Asbestos Personal Injury Unsecured Claim is alleged to be "Lung Cancer 1 (Level VI)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Claim in an amount equal to the Scheduled Value for "Lung Cancer 1 (Level VI)" set forth in the TDP (which Scheduled Value will be set forth in the instructions on the Ballot).
- (3) If the basis for the Asbestos Personal Injury Unsecured Claim is alleged to be "Lung Cancer 2 (Level V)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Average Value for "Lung Cancer 2 (Level V)" set forth in the TDP (which Average Value will be set forth in the instructions on the Ballot).
- (4) If the basis for the Asbestos Unsecured Personal Injury Claim is alleged to be "Other Cancer (Level IV)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Scheduled Value for "Other Cancer (Level IV)" set forth in the TDP (which Scheduled Value will be set forth in the instructions on the Ballot).
- (5) If the basis for the Asbestos Unsecured Personal Injury Claim is "Severe Asbestosis (Level III)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Scheduled Value for "Severe Asbestosis

(Level III)" set forth in the TDP (which Scheduled Value will be set forth in the instructions on the Ballot).

- (6) If the basis for the Asbestos Unsecured Personal Injury Claim is "Asbestosis/Pleural Disease (Level II)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Scheduled Value for "Asbestosis/Pleural Disease (Level II)" set forth in the TDP, (which Scheduled Value will be set forth in the instructions on the Ballot).
- (7) If the basis for the Asbestos Unsecured Personal Injury Claim is "Asbestosis/Pleural Disease (Level I)" (according to the criteria set forth in the TDP, which criteria will be described in the instructions on the Ballot), then each holder of an Asbestos Personal Injury Claim of this type shall vote its Asbestos Personal Injury Claim in an amount equal to the Scheduled Value for "Asbestosis/Pleural Disease (Level I)" set forth in the TDP (which Scheduled Value will be set forth in the instructions on the Ballot).
- (8) The designation of the disease category by the holder of an Asbestos Unsecured Personal Injury Claim or his or her attorney will be for voting purposes only and will not be binding upon the holder, ACandS, or the ACandS Asbestos Settlement Trust for any purpose other than for voting on the Plan. Only one disease level may be selected for each holder of an Asbestos Unsecured Personal Injury Claim. In the event more than one disease level is selected by or on behalf of a holder of an Asbestos Unsecured Personal Injury Claim, the Notice and Balloting Agent shall count solely the selected disease level with the highest value for voting purposes. In the event no disease level is selected by or on behalf of a holder of an Asbestos Unsecured Personal Injury Claim, the Notice and Balloting shall designate the disease level with the lowest value for voting purposes only.

**d. Completion and Return of Master Ballots by Attorneys for Holders of Asbestos Personal Injury Claims:**

Attorneys who represent individual holders of Asbestos Personal Injury Claims shall be permitted to cast Ballots for such holders, but only to the extent such attorneys (i) have filed 2019 Statements on or before the 2019 Statement Deadline and (ii) have certified that they have authority from their clients to do so under applicable state and federal law. Each attorney voting on behalf of the individuals who hold or assert Asbestos Personal Injury Claims who he or she represents and on whose behalf he or she has authority to vote shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

**(i) Summarizing Votes on the Master Ballot:**

- (1) The Master Ballots for all Classes (i.e. Class 3a, 3b, 3c, 3d and 3e) shall contain the following options for voting, one or both of which shall, as applicable, be marked by the attorney:
  - (a) “A total of \_\_\_\_\_ number of Claimants listed on the Schedule accompanying this Master Ballot with Claims totaling \$\_\_\_\_\_, **ACCEPT** the Plan.”
  - (b) “A total of \_\_\_\_\_ number of Claimants listed on the Schedule accompanying this Master Ballot with Claims totaling \$\_\_\_\_\_, **REJECT** the Plan.”
- (2) Creditors holding an Asbestos Personal Injury Claim in Class 3d also hold a Class 3e Asbestos Personal Injury Claim and will therefore receive both Class 3d and Class 3e Master Ballots. The amount of such creditors Class 3e Asbestos Personal Injury Claim has already been liquidated. With respect to all other Class 3e claims, the attorney completing the Master Ballot for such Class 3e Asbestos Unsecured Personal Injury Claims will have to complete the following summary of votes on the Plan for each disease category of Asbestos Unsecured Personal Injury Claim in Class 3e for which the attorney is voting on the Plan:
  - (a) “Of the holders of Class 3e Asbestos Unsecured Personal Injury Claims listed on the Schedule accompanying this ballot, \_\_\_\_\_ number of claimants with Claims totaling \$\_\_\_\_\_ vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants with claims totaling \$\_\_\_\_\_ vote to **REJECT** the Plan.

- (b) "Of the claimants listed in the Mesothelioma (Level VII) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."
- (c) "Of the claimants listed in the Lung Cancer 1 (Level VI) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan,"
- (d) "Of the claimants listed in the Lung Cancer 2 (Level V) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."
- (e) "Of the claimants listed in the Other Cancer (Level IV) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."
- (f) "Of the claimants listed in the Severe Asbestosis (Level III) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."
- (g) "Of the claimants listed in the Asbestosis/Pleural Disease (Level II) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."
- (h) "Of the claimants listed in the other Asbestosis/Pleural Disease (Level I) disease category on the Schedule accompanying this Ballot, \_\_\_\_\_ number of claimants vote to **ACCEPT** the Plan, and \_\_\_\_\_ number of claimants vote to **REJECT** the Plan."

**(ii) Certification by Attorney of Authority to Vote:**

- (1) The Master Ballot contains a certification to be completed by the attorney preparing and signing the Master Ballot pursuant to which such attorney will certify, under penalty of perjury, that such attorney has the authority, under applicable state and federal law, to cast a Ballot on the Plan on behalf of the holders of each of the

Asbestos Personal Injury Claims listed on the Schedule attached to the Master Ballot.

- (2) If the attorney is unable to make such certification on behalf of any holder of an Asbestos Personal Injury Claim whom he or she represents, the attorney may not cast a vote on behalf of such claimant and must timely send the information relating to the names and addresses of its clients for whom he or she may not vote to the Notice and Balloting Agent in accordance with section 4(b)(ii)(1) hereof.

**(iii) Schedule Exhibit to the Master Ballot:**

- (1) Each attorney who is authorized to vote Master Ballots pursuant to these Voting Procedures shall prepare the Schedule in the form specified in the Master Ballot. This Schedule must be attached to the Master Ballot and will list each individual holder of an Asbestos Personal Injury Claim represented by such attorney and on whose behalf the attorney is voting on the Plan by name and social security number and such other information, if any, as is designated in the Master Ballot, including, with respect to Class 3e claimants holding unliquidated claims, the type of disease for such claimants. The Schedule and the Master Ballot should be submitted in written and electronic form, or in a format recommended by the Notice and Balloting Agent.
- (2) The Schedule must be attached to the Master Ballot, and the completed Master Ballot and Schedule must be returned to the Notice and Balloting Agent in accordance with section 5 of these Voting Procedures.

**5. Return of Ballots:**

**a. Claimants that Are Entitled to Vote:**

Except as provided herein with respect to Asbestos Personal Injury Claims, each claimant that has a Claim (i) for which a Claim amount may be determined as of the Voting Deadline, (ii) which Claim is not treated as unimpaired under the Plan, (iii) which Claim is not in a class that is deemed to have rejected the Plan, and (iv) which Claim is not the subject of an objection that is pending as of the Record Date unless an order is entered by the Bankruptcy Court allowing such Claim by the Voting Deadline, is entitled to vote to accept or reject the Plan. The assignee of a transferred and assigned Claim (whether a filed or scheduled Claim) shall be permitted to vote such Claim *only* if the transfer and assignment has been noted

on the Bankruptcy Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) as of the close of business on the Record Date.

**b. Authority to Complete and Execute Ballots:**

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or any other Entity acting in a fiduciary or representative capacity, such person must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but each such signatory shall certify under penalty of perjury, by executing the Ballot, that he or she has such authority, under applicable state and federal law, and shall provide evidence of such authority upon request of the Notice and Balloting Agent.

**c. Place to Send Completed Ballots:**

All Ballots should be returned by mail to The Garden City Group, Inc., Attn: ACandS, Inc., P.O. Box 9000-6029, Merrick, New York 11566-9000. Ballots may also be sent by hand delivery or overnight courier to The Garden City Group, Inc., Attn: ACandS, Inc., 105 Maxess Road, Melville, New York 11747.

**d. Deadline for Receiving Completed Ballots:**

All Ballots must be *actually received* by the Notice and Balloting Agent (The Garden City Group, Inc.) by 5:00 p.m., prevailing Eastern Time, by the Voting Deadline by the Notice and Balloting Agent at the applicable address set forth above. The Notice and Balloting Agent will not accept Ballots submitted by facsimile or electronic transmission. The Notice and Balloting Agent will date all Ballots when received and time-stamp the Ballots received on the day of the Voting Deadline. In addition, the Notice and Balloting Agent will make an electronic copy of all such Ballots received and will retain the original and electronic copy of such Ballots for a period of one (1) year after the Effective Date of the Plan, unless otherwise instructed by ACandS, in writing, or otherwise ordered by the Bankruptcy Court.

**6. Tabulation of Ballots:**

**a. Determination of Amount of Claims Voted:**

**(i) Claims Other than Asbestos Personal Injury Claims:**

With respect to the tabulation of Ballots for all Claims other than Asbestos Personal Injury Claims, for purposes of voting, the amount to be used to tabulate acceptance or rejection of the Plan is as follows (in order of priority):

- (1) If, prior to the Voting Deadline, (i) the Bankruptcy Court enters an order fully or partially allowing a Claim, whether for all purposes or for voting purposes only, or (ii) ACandS and the holder of a Claim agree to fully or partially allow such Claim for voting purposes only and no objection to such allowance is received by ACandS within seven (7) calendar days after service by first-class mail of notice of such agreement to the parties on the All Notices List (as such term is defined in the Order Establishing Case Management Procedures and Hearing Schedule, entered on March 11, 2003), the amount allowed thereunder.
- (2) The Claim amount set forth in a timely filed proof of claim that is not unliquidated, contingent or undetermined and that has not been disallowed or expunged pursuant to an order of the Bankruptcy Court or withdrawn, and is not the subject of a pending objection filed on or before the Record Date.
- (3) The Claim amount listed in the Schedules as liquidated, undisputed, and noncontingent.
- (4) If a claim is recorded in the Schedules or on a proof of claim as unliquidated, contingent and/or undetermined only in part, the holder of the claim shall be entitled to vote that portion of the claim, if any, that is liquidated, noncontingent and undisputed in the liquidated, noncontingent and undisputed amount, subject to any limitations set forth herein and unless otherwise ordered by the Court.
- (5) Wholly Unliquidated, Contingent, and/or Undetermined Claims:
  - (a) If a proof of claim has been filed and such Claim is wholly unliquidated, contingent, and/or undetermined, the claim amount, for voting purposes only, shall be one dollar (\$1.00) so long as such Claim has not been disallowed or expunged by the Court and is not the subject of an objection pending as of the Record Date.
  - (b) **Claimant's Voting Motion:** ACandS proposes to give notice of the "one dollar, one vote" procedure to holders of filed Claims (other than Asbestos Personal Injury Claims) that are wholly unliquidated, contingent, and/or undetermined by first class mail no later than five (5) Business Days after the entry of an order approving these Voting Procedures. The notice will inform the claimants of the "one dollar, one vote" provision and will further state

that any claimant wishing to have its Claim allowed for voting purposes in a greater amount must file, within ten (10) calendar days after service of the notice, a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim in a different amount for purposes of voting (a "*Claimant's Voting Motion*"). A Claimant's Voting Motion must set forth with particularity the amount and classification at which such claimant believes its Claim should be allowed for voting purposes, and the evidence in support of that belief. As to any creditor filing such a motion, such creditor's Ballot will not be counted unless on or before the Voting Deadline, such creditor's claim is temporarily allowed by the Court for voting purposes only, after notice and a hearing.

**(ii) Asbestos Personal Injury Claims:**

With respect to the tabulation of Ballots for all Asbestos Personal Injury Claims, for voting purposes only the amount to be used to tabulate acceptance or rejection of the Plan will be as described in section 4(c), hereof.

**b. Aggregation of Multiple General Unsecured Claims for Voting, Classification, and Treatment under the Plan:**

**(i) Specific Rules Relating to Entities With Multiple Claims:**

For purposes of voting, classification, and treatment under the Plan, except as provided in section 5.b.(ii) hereof, each Entity that holds or has filed more than one (1) General Unsecured Claim against ACandS shall be treated as if such Entity has only one (1) General Unsecured Claim against ACandS, the General Unsecured Claims filed by such Entity shall be aggregated, and the total dollar amount of such Entity's General Unsecured Claims against ACandS shall be the sum of the aggregated General Unsecured Claims of such Entity.

**(ii) Specific Rules Relating to Transfers of General Unsecured Claims:**

For purposes of voting, classification, and treatment under the Plan, the number and amount of General Unsecured Claims held by an Entity to which any General Unsecured Claim is transferred and which transfer is effective pursuant to Bankruptcy Rule 3001(e) no later than the close of business on the Record Date shall be determined based upon the identity of the original holder of such General Unsecured Claim and whether any

General Unsecured Claims held by the Entity entitled to vote as of the Record Date would be aggregated pursuant to section 5.c.(i) hereof if they were held by the original holder thereof as of the Record Date.

**c. Ballots Excluded:**

A Ballot will *not* be counted if any of the following applies to such Ballot:

- (i) The holder submitting the Ballot is not entitled to vote, pursuant to section 5 hereof.
- (ii) The Ballot is not actually received by the Notice and Balloting Agent in the manner set forth in section 5 hereof by the Voting Deadline unless ACandS shall have granted in writing an extension of the Voting Deadline with respect to such Ballot.
- (iii) The Ballot is returned to the Notice and Balloting Agent indicating acceptance or rejection of the Plan but is unsigned.
- (iv) The Ballot is a copy without an original signature.
- (v) The Ballot is postmarked prior to the deadline for submission of Ballots but is received afterward.
- (vi) The Ballot is illegible or contains insufficient information to permit the identification of the claimant or interest holder.
- (vii) The Ballot is transmitted to the Notice and Balloting Agent by facsimile or other electronic means.
- (viii) The Ballot is submitted in a form that is not the appropriate Ballot for such claim.
- (ix) A Ballot that is not completed – including, without limitation, a Master Ballot with respect to an Asbestos Personal Injury Claim on which the attorney fails to make the required certification.
- (x) The Ballot fails to include an amount, **EXCEPT THAT:** (i) with respect to Asbestos Personal Injury Claims, Ballots and/or Master Ballots that fail to include an amount shall be counted solely for voting purposes (a) with respect to Class 3a, 3b, 3c and 3d claims and Class 3e claims of claimants who also have a Class 3d claim in the amount of such claims as set forth in the Debtor's schedules, as amended, and (b) with respect to unliquidated Class 3e claims, will be counted at the TDP Scheduled Value, except for Level 5 disease claims, which shall vote at the TDP Average Value; and

(ii) in the event more than one disease level is selected by or on behalf of a holder of a Class 3e Asbestos Unsecured Personal Injury Claim (that is a not a Class 3d Category D Asbestos Personal Injury Claim), the Notice and Balloting shall count solely the selected disease level with the highest value for voting purposes. In the event no disease level is selected by or on behalf of a holder of a Class 3e Asbestos Unsecured Personal Injury Claim (that is a not a Class 3d Category D Asbestos Personal Injury Claim), the Notice and Balloting shall designate the disease level with the lowest value for voting purposes only.

**d. General Voting Procedures and Standard Assumptions:**

In addition, the following voting procedures and standard assumptions will be used in tabulating Ballots

- (i) A creditor may not split his, her, or its vote. Accordingly, (a) each creditor shall have a single vote within a particular class, (b) the full amount of all such creditor's claims (calculated in accordance with these procedures) within a particular class shall be deemed to have been voted either to accept or reject a Plan, and (c) any Ballot that partially rejects and partially accepts the Plan shall not be counted.
- (ii) The Notice and Balloting Agent, in its discretion, may contact voters to cure any defects in the Ballots or Master Ballots.
- (iii) Any voter that delivers a valid Ballot or Master Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Notice and Balloting Agent before the Voting Deadline. To be valid, the notice of withdrawal must (a) be signed by the party who signed the Ballot or Master Ballot to be revoked and (b) be received by the Notice and Balloting Agent before the Voting Deadline. ACandS may contest the validity of any withdrawals.
- (iv) If multiple Ballots are received from different holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant held such Claim as of the Voting Deadline, the latest-dated valid Ballot that is received prior to the Voting Deadline will be the Ballot that is counted.
- (v) If multiple Ballots are received from a holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.

- (vi) If multiple Master Ballots are received prior to the Voting Deadline from attorneys representing holders of Asbestos Personal Injury Claims, and such Master Ballot contains supplemental votes on the Plan, such Master Ballot shall be clearly marked as a “Supplemental Master Ballot” and clearly note the changes to the Master Ballot it supersedes.
- (vii) There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of Ballot on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.
- (viii) Provided that at least one impaired class of Claims has actually voted to accept the Plan, if a class eligible under the Plan to vote consists of a Claim or Claims held by a single claimant, and such claimant fails to vote, such claimant shall be deemed to have accepted the Plan.
- (ix) A Ballot that is completed, but on which the claimant did not note whether to accept or reject the Plan, shall not be counted as a vote to accept or reject the Plan.
- (x) If no votes to accept or reject the Plan are received with respect to a particular class, such class will be deemed to have accepted the Plan.
- (xi) If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated valid Ballot that is received prior to the Voting Deadline shall be the Ballot that is counted as vote to accept to reject the Plan.