

EXHIBIT A

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

In re:) Chapter 11
)
) Case No. 04-11300 (MFW)
THE FLINTKOTE COMPANY and) (Jointly Administered)
FLINTKOTE MINES LIMITED,)
)
Debtors.)
)
)
)

**NOTICE OF (I) ENTRY OF CONFIRMATION ORDER, (II) OCCURRENCE OF
EFFECTIVE DATE OF THE PLAN, AND (III) SUBSTANTIAL
CONSUMMATION OF THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** The Flintkote Company ("Flintkote") and Flintkote Mines Limited ("Mines" and, together with Flintkote, the "Debtors") hereby give notice that, on _____, 2015 (the "Confirmation Date"), the Honorable Mary F. Walrath, United States Bankruptcy Judge, entered the (1) Findings Of Fact, (2) Conclusions Of Law, (3) Order And Notice Of Certain Bar Dates, And (4) Order Regarding Confirmation Of The Amended Joint Plan Of Reorganization In Respect Of The Flintkote Company And Flintkote Mines Limited (As Modified February 9, 2015) (the "Confirmation Order") [D.I. ____], which confirmed the Debtors' Amended Joint Plan of Reorganization in Respect of The Flintkote Company and Flintkote Mines Limited (as modified February 9, 2015) (the "Plan") [D.I. 8706]. On _____, 2015 the United States District Court for the District of Delaware entered an order (the "Affirmance Order") affirming the Confirmation Order [No. ____, D.I. ____]. Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings set forth in the Plan.
2. **Effective Date.** Pursuant to the Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms, and the Effective Date occurred on _____ (the "Effective Date"). All conditions contained in Section 9.2 of the Plan have been satisfied or waived in accordance with Section 9.3 of the Plan.
3. **Substantial Consummation.** The Debtors hereby give notice that, pursuant to section 1101(2) of the Bankruptcy Code, the Plan has been substantially consummated.

4. **Discharge Injunction.** Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that hold, have held, or may hold a Claim, Demand or other debt or liability that is discharged, or an Equity Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan, are permanently enjoined from taking any of the following actions on account of, or on the basis of, such discharged Claims, debts or liabilities, or terminated Equity Interests or rights: (i) commencing or continuing any action or other proceeding against the Debtors, Reorganized Flintkote, the Trust or their respective property; (ii) enforcing, attaching, collecting or recovering any judgment, award, decree or order against the Debtors, Reorganized Flintkote, the Trust or their respective property; (iii) creating, perfecting or enforcing any Lien or Encumbrance against the Debtors, Reorganized Flintkote, the Trust or their respective property; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due the Debtors, Reorganized Flintkote, the Trust or their respective property; and (v) commencing or continuing any judicial or administrative proceeding, in any forum, that does not comply with or is inconsistent with the provisions of the Plan.

Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that hold, have held, or may hold a Claim, Demand, or other debt, right, cause of action or liability that is released pursuant to Section 12.2 of the Plan are permanently enjoined from taking any of the following actions on account of or based upon such released Claims, Demands, debts, rights, causes of action or liabilities: (i) commencing or continuing any action or other proceeding against the Released Parties or their respective property; (ii) enforcing, attaching, collecting or recovering any judgment, award decree or order against the Released Parties or their respective property; (iii) creating, perfecting or enforcing any Lien or Encumbrance against the Released Parties or their respective property; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due the Released Parties or against their respective property; and (v) commencing or continuing any judicial or administrative proceeding, in any forum, that does not comply with or is inconsistent with the provisions of the Plan.

5. **Third Party Injunction.** In order to preserve and promote the settlements contemplated by and provided for in the Plan and agreements previously or concurrently approved by the Bankruptcy Court, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 524(g) of the Bankruptcy Code, all Entities which have held or asserted, which hold or assert or which may in the future hold or assert any claim, demand or cause of action (including, but not limited to, any Asbestos Personal Injury Claim or Asbestos Personal Injury Demand, or any claim or demand for or respecting any Trust Expense) directly or indirectly against the Protected Parties (or any of them) (i) based upon, attributable to, or arising out of any Asbestos Personal Injury Claim or Asbestos Personal Injury Demand, whenever and wherever arising or asserted, whether in the United States of America, or anywhere else in the world, whether sounding in tort, contract, warranty or any other theory of law, equity or admiralty, including, but not limited to, theories of alter ego, veil piercing, and successor liability, or (ii) as a result of the conduct of, claims against, or demands on either Debtor to the extent such alleged liability of such Protected Party arises by reason of (I) the Protected Party's ownership of a financial interest in either Debtor, a past or present affiliate of either Debtor, or a predecessor in interest of either Debtor; (II) the Protected Party's involvement

in the management of either Debtor or a predecessor in interest of either Debtor, or service as an officer, director or employee of either Debtor or a related party; (III) the Protected Party's provision of insurance to either Debtor or a related party; or (IV) the Protected Party's involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of either Debtor or a related party, including but not limited to—(aa) involvement in providing financing (debt or equity), or advice to an entity involved in such a transaction; or (bb) acquiring or selling a financial interest in an entity as part of such a transaction (collectively, a "Third Party Claim"), shall be permanently stayed, restrained and enjoined, from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments or recovery with respect to any such Third Party Claim, including, but not limited to:

- (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Third Party Claim against any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim;
- (ii) enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim;
- (iii) creating, perfecting or enforcing any Lien of any kind against any Protected Party or the property of any Protected Party on the basis of such Third Party Claim;
- (iv) except as otherwise provided in the Plan, asserting, implementing or effectuating any setoff, right of subrogation or contribution or recoupment of any kind against any obligation due any Protected Party or against the property of any Protected Party with respect to any such Third Party Claim; and
- (v) taking any act relating to such Third Party Claim in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Plan Documents or the Trust Documents.

6. **Insurance Entity Injunction.** Subject to the provisions of Sections 12.3.1 and 12.3.2(a) of the Plan, all Entities that have held or asserted, that hold or assert, or that may in the future hold or assert any claim, demand or cause of action (including any Asbestos Personal Injury Claim or any claim or demand for or respecting any Trust Expense) against any Asbestos Insurance Company based upon, attributable to, arising out of, or in any way connected with any such Asbestos Personal Injury Claim, whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such claim, demand, or cause of action including, without limitation:

(i) commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such claim, demand, or cause of action against any Asbestos Insurance Company, or against the property of any Asbestos Insurance Company, with respect to any such claim, demand, or cause of action;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Asbestos Insurance Company, or against the property of any Asbestos Insurance Company, with respect to any such claim, demand, or cause of action;

(iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any Encumbrance against any Asbestos Insurance Company, or the property of any Asbestos Insurance Company, with respect to any such claim, demand, or cause of action; and

(iv) except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Asbestos Insurance Company, or against the property of any Asbestos Insurance Company, with respect to any such claim, demand or cause of action;

provided, however, that (a) the Insurance Entity Injunction shall not impair in any way any (i) actions brought by the Trust and/or Reorganized Flintkote against any Asbestos Insurance Company and (ii) the rights of any co-insured of the Debtors (I) with respect to any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement or against any Asbestos Insurance Company and (II) as specified under any Final Order of the Bankruptcy Court approving an Asbestos Insurance Settlement Agreement; and (b) the Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the Insurance Entity Injunction with respect to any Asbestos Insurance Company upon express written notice to such Asbestos Insurance Company, except that the Trust shall not have any authority to terminate, reduce or limit the scope of the injunction herein with respect to any Settling Asbestos Insurance Company so long as, but only to the extent that, such Settling Asbestos Insurance Company complies fully with its obligations under any applicable Asbestos Insurance Settlement Agreement.

7. **Supplemental Settlement Bar Order.** All Entities which have held or asserted, which hold or assert or which may in the future hold or assert any claim, demand or cause of action (including, but not limited to, any Asbestos Personal Injury Claim or Asbestos Personal Injury Demand, or any claim or demand for or respecting any Trust Expense) directly or indirectly against the Imperial Protected Parties (or any of them) shall be permanently stayed, restrained and enjoined from pursuing now, or at any time in the future, any Imperial Released Claims and any claims or causes of action, alleging or relying on any legal or equitable theory that is premised or based, in whole or in part, upon Imperial Released Claims. Nothing in the Supplemental Settlement Bar Order shall be construed to release, limit or bar any direct, personal and non-derivative claim which may be asserted against any Imperial Protected Party by

creditors in their individual capacity and which is outside the scope of what may be settled or released by the Debtors under applicable law.

8. **Holders of Asbestos Personal Injury Claims.** Pursuant to the Plan and the Confirmation Order, the Trust shall assume full and exclusive liability and responsibility for all Asbestos Personal Injury Claims. Holders of Asbestos Personal Injury Claims shall be entitled to assert such claims against the Trust, and shall not be entitled to assert their Asbestos Personal Injury Claims against any Protected Party.

9. **Bar Date for Professional Fee Claims.** All final requests for compensation or reimbursement of the fees of any professional employed in the Chapter 11 Cases pursuant to Sections 327 or 1103 of the Bankruptcy Code or otherwise, including the professionals seeking compensation or reimbursement of costs and expenses related to services performed after the Petition Date and prior to and including the Effective Date in connection with the Chapter 11 Cases, pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered to the Debtors, the Asbestos Claimants Committee, or the Future Claimants Representative (each a "Professional"), and Claims for making a substantial contribution under sections 503(b)(3)(D) and/or 503(b)(4) of the Bankruptcy Code, shall be filed and served on Reorganized Flintkote and its counsel, and in accordance with the Compensation Procedures Order [D.I. 183], not later than one hundred twenty (120) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court.

The terms of the Compensation Procedures Order shall govern the allowance and payment of any final Professional Fee Claims submitted in accordance with Section 14.1 of the Plan and the Confirmation Order. If a Professional or other Entity (other than the Fee Auditor) does not submit a final request for payment of an Administrative Expense on account of services rendered to the Estates in accordance with the Compensation Procedures Order by the Professional Fee Bar Date, such Entity shall be forever barred from seeking payment of such Administrative Expense from Reorganized Flintkote or any of its successors or assigns, or out of the property of any of them.

10. **Bar Date for Rejection Damages Claims.** Pursuant to Section 5.3 of the Plan, if the rejection or deemed rejection by either of the Debtors of an Executory Contract results in damages to the other party or parties to such Executory Contract, a Claim for damages shall be forever barred and shall not be enforceable against the Debtors, Reorganized Flintkote, or the properties of any of them, whether by way of setoff, recoupment, or otherwise, unless a Proof of Claim is filed with the Claims Agent and served upon counsel for the Plan Proponents by the earlier of (i) thirty (30) days after the Effective Date, and (ii) thirty (30) days after entry of a Final Order rejecting an Executory Contract pursuant to a motion filed by the Debtors.

11. **Termination of the Automatic Stay.** The automatic stay under section 362 of the Bankruptcy Code, as applicable to the Debtors, expired on the Effective Date.

12. **Access to Court Documents.** Any party-in-interest who wishes to obtain a copy of the Plan or the Confirmation Order may view and download such documents at the Debtors' website, <http://www.flintkotebankruptcy.com>. In addition, all documents that are filed with the

Bankruptcy Court may be reviewed during regular business hours (8:00 a.m. to 4:00 p.m. weekdays, except federal holidays) at the office of the Clerk, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware, or at <http://www.deb.uscourts.gov>.

Dated: _____

BY ORDER OF THE COURT

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