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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

16 In re  
17 PLANT INSULATION COMPANY, a  
18 California corporation,  
19 Debtor.

20 Tax ID: 94-0292481

Case No. 09-31347  
Chapter 11

**NOTICE OF ENTRY OF ORDER AND  
RECONSIDERATION PROCEDURES  
REGARDING:**

**ORDER (A) APPROVING SETTLEMENT  
AGREEMENT WITH THE RESOLUTE-  
RELATED PARTIES, (B) DESIGNATING  
THE RESOLUTE-RELATED PARTIES AS  
SETTLING ASBESTOS INSURERS  
UNDER THE PLAN, (C) APPROVING  
THE SALE OF INSURANCE POLICIES  
FREE AND CLEAR OF LIENS, CLAIMS,  
AND INTERESTS, (D) APPROVING THE  
PENDING CLAIMS CARVEOUT AND  
ASSOCIATED PROCEDURES; AND  
(E) APPROVING RECONSIDERATION  
PROCEDURES**

1                   **PLEASE TAKE NOTICE THAT** on August 25, 2014, *Plan Proponents' Motion*  
2 *For Order (A) Approving Settlement Agreement With The Resolute Carriers, (B) Designating The*  
3 *Resolute Carriers As Settling Asbestos Insurers Under The Plan, (C) Approving The Sale Of*  
4 *Insurance Policies Free And Clear Of Liens, Claims, And Interests, (D) Approving The Pending*  
5 *Claims Carveout And Associated Procedures; And (E) Approving Reconsideration Procedures*  
6 (the "Motion") was filed by Bayside Insulation & Construction, Inc., formerly known as Plant  
7 Insulation Company (the "Debtor"), the Official Committee of Unsecured Creditors (the  
8 "Committee"), and the Court-appointed representative of holders of future asbestos claims (the  
9 "Futures Representative," and collectively with the Debtor and Committee, the "Plan Proponents")  
10 as Docket No. 2812 in the above-captioned bankruptcy case.

11                   **PLEASE TAKE FURTHER NOTICE THAT** a hearing was held on the Motion  
12 on shortened time on August 29, 2014 at 9:00 a.m. in the courtroom of the Honorable Thomas E.  
13 Carlson, United States Bankruptcy Judge for the Northern District of California, 235 Pine Street,  
14 San Francisco, CA, 94104, Courtroom 23 (the "Bankruptcy Court").

15                   **PLEASE TAKE FURTHER NOTICE THAT** on August 29, 2014, the  
16 Bankruptcy Court issued and entered an Order granting the Motion subject to certain  
17 reconsideration procedures set forth in paragraph 18 of said Order. A copy of this Order is  
18 attached hereto as Exhibit A.

19                   **PLEASE TAKE FURTHER NOTICE THAT** pursuant to paragraph 8 of the  
20 Order, 5.7 percent of the gross settlement proceeds received from the settlement with the Resolute-  
21 Related Parties will be used by the Trust to create the Pending Claims Carveout. These funds will  
22 be distributed to claimants with active claims in the tort system against RPI pursuant to a decision  
23 by a special master appointed for this purpose.

24                   **PLEASE TAKE FURTHER NOTICE THAT** pursuant to the reconsideration  
25 procedures set forth in paragraph 18 of the attached Order, any party in interest may seek  
26 reconsideration of the Order by filing with the Bankruptcy Court and serving on the Plan  
27 Proponents a motion for reconsideration and a supporting declaration as specified in  
28

1 paragraph 18(c) of the Order, or a written joinder in such a motion filed by another party, by no  
2 later than September 19, 2014.

3 **PLEASE TAKE FURTHER NOTICE THAT** if any such request for  
4 reconsideration is timely made, a schedule for further briefing and a further hearing will be either  
5 be agreed to by the parties or set by the Bankruptcy Court, as described in paragraph 18 of the  
6 attached Order.

7 Dated: September 2, 2014

8 CAPLIN & DRYSDALE, CHARTERED

9 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

10 By */s/ Steven B. Sacks*  
11 STEVEN B. SACKS  
12 Attorneys for Official Committee of Unsecured  
Creditors of Plant Insulation Company

13 Dated: September 2, 2014

14 FERGUS, A LAW OFFICE

15 By */s/ Gary S. Fergus*  
16 GARY S. FERGUS  
17 Attorney for the Hon. Charles B. Renfrew (Ret.)  
18 Futures Representative  
19

20 Dated: September 2, 2014

21 SCHNADER HARRISON SEGAL & LEWIS LLP

22 By */s/ George H. Kalikman*  
23 GEORGE H. KALIKMAN  
24 Attorneys for Bayside Insulation & Construction, Inc.  
25  
26  
27  
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# EXHIBIT A



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Signed and Filed: August 29, 2014

THOMAS E. CARLSON U.S. Bankruptcy Judge

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16 Counsel to Bayside Insulation & Construction, Inc.

17 UNITED STATES BANKRUPTCY COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

19 In re  
 20 PLANT INSULATION COMPANY, a  
 California corporation,

21 Debtor.

22 Tax ID: 94-0292481

Case No. 09-31347  
 Chapter 11

**ORDER (A) APPROVING SETTLEMENT  
 AGREEMENT WITH THE RESOLUTE-  
 RELATED PARTIES, (B) DESIGNATING  
 THE RESOLUTE-RELATED PARTIES  
 AS SETTLING ASBESTOS INSURERS  
 UNDER THE PLAN, AND  
 (C) APPROVING THE SALE OF  
 INSURANCE POLICIES FREE AND  
 CLEAR OF LIENS, CLAIMS, AND  
 INTERESTS (D) APPROVING THE  
 PENDING CLAIMS CARVEOUT AND  
 ASSOCIATED PROCEDURES; AND  
 (E) APPROVING RECONSIDERATION  
 PROCEDURES**

1 This Court having considered *Plan Proponents' Motion For Order (A) Approving*  
2 *Settlement Agreement With the Resolute Carriers, (B) Designating the Resolute Carriers As*  
3 *Settling Asbestos Insurers Under The Plan, (C) Approving The Sale Of Insurance Policies Free*  
4 *And Clear Of Liens, Claims, And Interests, (D) Approving The Pending Claims Carveout And*  
5 *Associated Procedures; And (E) Approving Reconsideration Procedures* (the "Motion"), filed by  
6 the Plan Proponents<sup>1</sup> on August 25, 2014 at Docket No. 2812, all declarations and evidence  
7 submitted with respect to the Motion, the terms of the Settlement Agreement filed in connection  
8 with the Motion (the "Settlement Agreement") and the arguments of counsel at the hearing held on  
9 the Motion on August 29, 2014, and good cause appearing therefor,

10 **THE COURT FINDS THAT:**

11 A. Given the specific procedures for subsequent objection set forth in this  
12 Order (including, without limitation, paragraph 18 hereof), the Plan Proponents have properly  
13 served notice of the Motion and the Motion in accordance with the order limiting notice and  
14 applicable law. Due and adequate notice of the Reconsideration Procedures shall constitute due  
15 and adequate notice of the Motion. Due and adequate notice of the Reconsideration Procedures  
16 shall be deemed given following entry of this Settlement Approval Order as follows: (a) the Plan  
17 Proponents shall serve a Notice of Entry of the Settlement Approval Order and of the  
18 reconsideration procedures contained in this order by first-class mail or email on all parties  
19 entitled to notice under the Order Limiting Notice (Docket No. 238), on the persons previously  
20 served with the Settlement Motion, including each attorney who represents a member of the  
21 Committee and on all asbestos claimants' Counsel that have filed a notice of appearance in the  
22 Bankruptcy Case, and on persons that filed proofs of claim asserting Asbestos Related Claims, or  
23 who submitted Plan ballots in connection with Asbestos Related Claims, either through counsel or  
24 directly to unrepresented claimants; and, (b) Resolute-Related Parties may, at their election and

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26 <sup>1</sup> "Plan Proponents" shall mean, collectively, Bayside Insulation & Construction, Inc., formerly  
27 known as Plant Insulation Company (the "Debtor"), the Official Committee of Unsecured  
28 Creditors (the "Committee"), and the Court-appointed representative of holders of future asbestos  
claims (the "Futures Representative").

1 expense, serve by email or by first-class mail the Notice of Entry of the Settlement Approval  
2 Order and of the Reconsideration Procedures contained in this Order on the Debtor's co-  
3 defendants, through the counsel for such co-defendants as reasonably ascertainable, in any cases  
4 pending in the tort system and/or publish notice of the Settlement Approval Order and the  
5 Reconsideration Procedures.

6           B.       Based on service of notice as provided in Finding A immediately above,  
7 and on the establishment of procedures for reconsideration of this Order as provided in paragraph  
8 18 below (the "Reconsideration Procedures"), and the Reconsideration Procedures set forth in this  
9 Order, notice of the Motion is adequate, effective, and reasonable in all of the circumstances, and  
10 provides all interested parties with an opportunity for hearing that is appropriate in the  
11 circumstances.

12           C.       The Settlement Agreement as described in the Motion was negotiated  
13 extensively by the parties at arm's length and in good faith. OneBeacon Insurance Company,  
14 OneBeacon America Insurance Company, American Employers' Insurance Company, Transport  
15 Insurance Company as successor-in-interest to Transport Indemnity Company, American Home  
16 Assurance Company, Insurance Company of the State of Pennsylvania, and Granite State  
17 Insurance Company (collectively, the "Resolute-Related Parties") are good faith purchasers of the  
18 interests in their respective Policies described in the Motion (the "Policies"), and each of them is  
19 entitled to the protections of Section 363(m) of the Bankruptcy Code.

20           D.       In light of (a) the uncertainty of outcome in the pending litigation between  
21 the Debtor and the Resolute-Related Parties, (b) the complexity, expense, inconvenience, and  
22 delay of the litigation, and (c) the paramount interests of creditors, with proper deference to their  
23 views, the Court finds that the terms and conditions of the Settlement Agreement, and the  
24 consideration to be paid thereunder, are fair, reasonable, and equitable, and each Plan Proponent's  
25 execution of the Settlement Agreement represents a sound exercise of their respective reasonable  
26 business judgment.

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1           E.       The Court further finds, pursuant to, *inter alia*, Sections 1.105 and 10.3 of  
2 the Plan,<sup>2</sup> that the contributions of the Resolute-Related Parties and of National Indemnity  
3 Company, White Mountains Insurance Group, Ltd., OneBeacon Insurance Group, Ltd., Resolute  
4 Management Inc., Randall & Quilter America Holdings, Inc., Randall & Quilter Investment  
5 Holdings, Ltd., and R&Q Solutions LLC (the “Additional Released Parties”) to the Trust justify  
6 the designation of the Resolute-Related Parties and Additional Released Parties as Settling  
7 Asbestos Insurers (as defined in the Plan) and the issuance of the Settling Asbestos Insurer  
8 Injunction (as defined in the Plan) in favor of the Resolute-Related Parties and the Additional  
9 Released Parties, and each of them, upon satisfaction of the conditions set forth in the Settlement  
10 Agreement. The Resolute-Related Parties and the Additional Released Parties are entitled to the  
11 benefit of the Settling Asbestos Insurer Injunction under the terms of the Bankruptcy Code,  
12 including Bankruptcy Code Section 524(g) based on having provided insurance to the Debtor  
13 and/or as an affiliate of such an insurer.

14           F.       The Settlement with the Resolute-Related Parties is in the best interests of  
15 the Debtor, the Debtor’s estate and the creditors.

16           G.       The allocation of a portion of the settlement proceeds to the Pending Claims  
17 Carveout is appropriate, fair, reasonable and equitable under the circumstances including without  
18 limitation in recognition of the expenses incurred by the tort system claimants and their  
19 expectations in pursuing rights under the Plan that had an impact on settlement outcomes.

20           H.       The Motion was supported and joined by both the Committee and the  
21 Futures Representative.

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25 <sup>2</sup> The term Plan as used in this Order shall refer to that certain Amended and Restated Second  
26 Amended Plan of Reorganization of Plant Insulation Company, filed on April 2, 2012 as Docket  
27 No. 2069, as modified by modifications filed on November 20, 2013 as Docket No. 2636.  
Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan and the  
28 Motion.



1                   Based on the foregoing and the findings and conclusions stated orally in the record,  
2 and good cause appearing therefor,

3                   **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED THAT:**

4           1.       Notice of the Motion and of the hearing scheduled thereon is approved as proper  
5 and adequate under the circumstances.

6           2.       The Court has jurisdiction to consider the Motion and to grant the relief requested  
7 therein pursuant to 28 U.S.C. Section 1334.

8           3.       The requirements of Sections 363(b) and (f) of the Bankruptcy Code have been  
9 satisfied with respect to the sale of the Policies to the Resolute-Related Parties free and clear of all  
10 liens, Claims, encumbrances and/or interests of any kind or nature whatsoever.

11          4.       The Motion is granted pursuant to Sections 363(b), (f), and (m) of the Bankruptcy  
12 Code and Rules 9019 and 6004 of the Federal Rules of Bankruptcy Procedure, and all objections  
13 to the Motion are overruled.

14          5.       The Debtor, the Committee, the Trust and the Futures Representative are  
15 authorized to enter into the Settlement Agreement with the Resolute-Related Parties, and the  
16 Settlement Agreement is hereby approved as a fair, reasonable, and equitable compromise of  
17 controversy.

18          6.       The Settlement Agreement is binding upon the Debtor, the Committee, the Futures  
19 Representative, the Debtor's estate, any trustee that might be appointed in the Debtor's bankruptcy  
20 case, the Reorganized Debtor (as defined in the Plan), and the Trust.

21          7.       Debtor is authorized to sell, convey, assign, transfer, and deliver the Policies to the  
22 Resolute-Related Parties, and the Resolute-Related Parties are purchasing those Policies, free and  
23 clear of all Claims, liens, encumbrances, and/or interests of any kind or nature whatsoever  
24 pursuant to Sections 363(b) and (f) of the Bankruptcy Code.

25          8.       The Trust is authorized and directed to create the Pending Claimants Carveout in  
26 the amount of 5.7 percent of the gross settlement proceeds received from the Resolute-Related  
27 Parties and to have these funds distributed as directed by a special master chosen by agreement of  
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1 the Trust and the Committee, or failing such agreement, appointed by the Court, based upon the  
2 value of the claims under the Case Valuation Matrix and the effort and cost expended in  
3 prosecuting the claims in the tort system, and any other criteria agreed upon by the representatives  
4 of the claimants, or deemed applicable by the special master. The determination of the special  
5 master shall be final and not appealable. The costs incurred in distributing the Pending Claims  
6 Carveout shall be paid from the funds allocated to the Pending Claims Carveout.

7 9. The Court's determination that the amount of the settlement is acceptable for  
8 purposes of Rule 9019 and Section 363(b) is not a determination that the Resolute-Related Parties  
9 have exhausted their payment obligations under their respective Policies for purposes of  
10 determining whether, or the extent to which, any other insurer of the Debtor is obligated to defend  
11 or indemnify the Debtor against asbestos suits, or a determination that the amount of the  
12 settlement consideration is sufficient or adequate for purposes of any contribution, reimbursement,  
13 and/or indemnification claims that any and all non-settling insurers of Debtor have, or may have,  
14 against the Resolute-Related Parties (collectively, the "Contribution Claims"), and may not be  
15 cited or relied upon as such. Subject to Paragraph 13 of this Order, the right of the Debtor's non-  
16 settling insurers to assert that the Resolute-Related Parties have not paid their fair share of total  
17 past and unknown future defense and indemnity costs relative to the costs incurred by Debtor's  
18 other insurers is reserved and not waived; *provided, however*, that in any action to enforce any  
19 Contribution Claim against the Resolute-Related Parties, the Resolute-Related Parties (or any  
20 other person entitled under the Plan to assert the Resolute-Related Parties' defenses to  
21 Contribution Claims) may assert that the Resolute-Related Parties have paid all, or some portion,  
22 of the damages for which the Resolute-Related Parties are sought to be held liable by reason of  
23 any payments they have made under the Policies and the performance of their obligations under  
24 the Settlement Agreement.

25 10. Pursuant to Section 363(f) of the Bankruptcy Code, effective upon the Settlement  
26 Effective Date of the Settlement Agreement, but subject to the provisions of Section VII of the  
27 Settlement Agreement, the sale of the Policies to the Resolute-Related Parties will vest in the  
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1 Resolute-Related Parties, as applicable, all right, title, and interest of the Debtor and Reorganized  
2 Debtor and the bankruptcy estate in such property, free and clear of all liens, Claims,  
3 encumbrances and/or interests against the Debtor or Reorganized Debtor.

4 11. The Debtor and its officers, employees, and agents and the Trust are authorized to  
5 execute the Settlement Agreement and any agreements, releases, consents, assignments, or other  
6 related documents that are reasonably necessary or appropriate to effectuate the Settlement  
7 Agreement and the sales of the Policies to the Resolute-Related Parties, and to undertake such  
8 other actions as may be reasonably necessary or appropriate to effectuate and consummate the  
9 Settlement Agreement and the sales.

10 12. The Resolute-Related Parties are approved as buyers in good faith in accordance  
11 with Section 363(m) of the Bankruptcy Code, and each of the Resolute-Related Parties shall be  
12 entitled to all protections of Section 363(m) of the Bankruptcy Code.

13 13. The Resolute-Related Parties and the Additional Released Parties are hereby  
14 designated for all purposes as Settling Asbestos Insurers (as defined in the Plan) and shall be  
15 entitled to the benefits and protections of the Settling Asbestos Insurer Injunction (as defined in  
16 the Plan) under the terms of the Bankruptcy Code, including Sections 524(g) and 105(a) of the  
17 Bankruptcy Code, *provided, however*, that such designation shall be subject to any relief that may  
18 be granted pursuant to a request for reconsideration brought pursuant to the Reconsideration  
19 Procedures.

20 14. Nothing in this Order or the Settlement Agreement shall be deemed to limit or  
21 affect the Plan or the Confirmation Order, except by designating the Resolute-Related Parties and  
22 Additional Released Parties as Settling Asbestos Insurers. Subject to the terms of the Plan and the  
23 Confirmation Order, no rights or defenses that any Non-Settling Asbestos Insurer has or may have  
24 against the Resolute-Related Parties and Additional Released Parties under any theory of  
25 contribution, reimbursement, subrogation and/or indemnification, including but not limited to  
26 Contribution Claims, are or shall be deemed “interests” subject to sale, release or impairment for  
27 purposes of this Order and Section 363 of the Bankruptcy Code. Notwithstanding anything in this  
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1 Order to the contrary, nothing in this Order and the Settlement Agreement itself (as contrasted  
2 with the Plan and the Confirmation Order) will in any way, directly or indirectly, terminate,  
3 enjoin, impair, alter, modify, release or limit any past, present or future potential or actual  
4 Contribution Claim that any insurer of the Debtor may have against the Resolute-Related Parties,  
5 notwithstanding the release of Claims against the Resolute-Related Parties sought by the Motion.

6 15. This Order shall not affect any rights Debtor's insurers may have to contend, in  
7 connection with a Contribution Claim, an objection to confirmation of any plan of reorganization,  
8 any litigation regarding Plant's alleged insurance coverage, or otherwise, that use of any portion of  
9 the Settlement Consideration for any purpose other than payment of Asbestos Related Claims is or  
10 was improper, and all of the insurers' objections, claims, arguments or defenses based on such  
11 contentions are preserved notwithstanding any other provision of this Order and the lack of any  
12 objection by the insurers to the entry of this Order.

13 16. Notwithstanding anything else in this Order or the Settlement Agreement, to the  
14 extent that the Policies include any site-specific policies (including, without limitation, any so-  
15 called "wrap up" or "project" policy), then the relief granted hereunder with respect to such  
16 policies shall pertain only to rights and interests of Debtor (as defined in the Settlement  
17 Agreement) and persons asserting claims or demands against Debtor. Thus, the rights or interests  
18 of any person other than Debtor and persons asserting claims or demands against Debtor with  
19 respect to such policies shall not be affected. Nothing in the Settlement Agreement or this Order  
20 shall affect the rights of Non-Settling Insurers to disclaim coverage for, or assert any other  
21 defenses to, claims arising from a site or project that was covered by a site-specific policy  
22 released, in whole or in part, by the Settlement Agreement. Nor shall anything in this Order or the  
23 Settlement Agreement serve as a basis to assert that any term, condition, exclusion, limitation, or  
24 defense in a Non-Settling Insurer's policy is ineffective, and any terms, conditions, exclusions or  
25 defenses in a Non-Settling Insurer's policy shall apply as if the site-specific policies were still in  
26 full force and effect.

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1           17. All parties to the Settlement Agreement shall perform all acts and meet all  
2 obligations required of them by the terms of the Settlement Agreement. This Court retains  
3 jurisdiction to enforce and implement the terms and provisions of this Order and the Settlement  
4 Agreement, all amendments thereto, any agreements, waivers and consents thereunder, and each  
5 of the documents executed in connection therewith in all respects, including retaining jurisdiction  
6 to (a) compel delivery of the Policies to the Resolute-Related Parties, (b) resolve any disputes  
7 arising under or related to the Motion or the Settlement Agreement, and (c) resolve any disputes  
8 regarding the claims or interests that are the subject of this Order.

9           18. Procedures for Reconsideration.

10           (a) The Resolute-Related Parties and each of the Plan Proponents have confirmed on the  
11 record that each of them (i) agrees to the Reconsideration Procedures set forth in this paragraph  
12 18, (ii) irrevocably waives any objection to such procedures or to the form, sufficiency or  
13 timeliness of submissions that are made in accordance with such procedures, and (iii) consents to  
14 extensions of time and modification of deadlines and procedures established under Rules 9023 and  
15 9024 of Federal Rules of Bankruptcy Procedure, or under Bankruptcy Local Rule 9013-1(b), as to  
16 any motion brought pursuant to this paragraph 18 and in accordance with the deadlines and  
17 procedures provided herein.

18           (b) Any party in interest may seek reconsideration of this Order under Bankruptcy Rules  
19 9023 or 9024 by filing, within 21 days following the date of entry of this Order, either a motion  
20 that conforms to the requirements specified in subparagraph (c) immediately below, or a written  
21 joinder in such a motion timely filed by another party.

22           (c) A motion shall be sufficient for purposes of this paragraph 18 if it includes (i) a writing  
23 entitled "Motion for Reconsideration" that identifies the moving party or parties and states that the  
24 moving party or parties intend or may wish to seek reconsideration of this Order, and (ii) a  
25 declaration of one of the moving parties, which may be signed by party's counsel, stating that the  
26 party intends or may wish to seek reconsideration. A joinder shall be sufficient for purposes of  
27 this paragraph 18 if it is made in writing, states the party's intention to join in a motion, and  
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1 identifies the party or parties on whose behalf it is filed and the motion to which it relates (either  
2 by docket number or the identity of the party filing the motion); a timely filed joinder shall entitle  
3 the joining party to participate fully in all further proceedings conducted pursuant to this paragraph  
4 18. No other papers need be filed within the 21-day deadline for a motion or joinder to be  
5 considered timely filed.

6 (d) If one or more motions for reconsideration are timely filed, counsel for the moving  
7 parties and for any parties that have timely filed joinders in one or more of those motions shall  
8 meet and confer with counsel for the Plan Proponents and for the Resolute-Related Parties to seek  
9 to establish a mutually agreeable schedule for the filing of further papers (which may include  
10 substantive declarations or other evidence by or on behalf of any of the moving parties or joining  
11 parties) and hearing on the motions for reconsideration. If the parties are not able to agree on a  
12 schedule, the Court shall, after hearing from the parties, set a schedule that permits a reasonable  
13 time for the moving and joining parties to supplement the papers filed initially as permitted under  
14 subparagraph (c) above, and that is consistent with the principles stated in subparagraph (e) below.

15 (e) In any motion for reconsideration brought under these Reconsideration Procedures, the  
16 Court shall consider the Motion and the appropriateness of the Settlement with the Resolute-  
17 Related Parties *de novo*; the burden on the parties seeking reconsideration shall be the same as if  
18 they had filed a timely objection prior to the issuance of this Order, and the burden on the Plan  
19 Proponents and on the Resolute-Related Parties shall be the same as they initially had on the  
20 Motion in responding to any timely and procedurally appropriate objection to such motion. A  
21 party seeking reconsideration of this Order under the Reconsideration Procedures need not  
22 establish separate grounds for reconsideration.

23 (f) A timely motion for reconsideration in accordance with the procedures in this  
24 paragraph 18 shall operate to stay, until the expiration of 14 days after entry of an order resolving  
25 such motion, the implementation or performance of any provision of the Settlement Agreement.

26 (g) Notwithstanding any disposition of the appeal of the Confirmation Order, this Court  
27 retains jurisdiction pursuant to Section 9(e), (f), and (g) of the Plan and paragraph 46 of the Order  
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1 Confirming Amended and Restated Second Amended Plan of Reorganization to resolve any  
2 motions for reconsideration pursuant to this paragraph 18. Each of the Plan Proponents and the  
3 Resolute-Related Parties have confirmed on the record that they will not challenge the Court's  
4 jurisdiction to decide any such motions for reconsideration under theories of mootness, equitable  
5 mootness or otherwise, nor will they encourage or act in concert with others to do so.

6 19. The sale and settlement authorized by this Order shall be stayed until the expiration  
7 of the period for seeking reconsideration contained in Paragraph 18 of the Order.

8 **\*\*END OF ORDER\*\***  
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