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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
:
:
:

**JOINT STATEMENT OF PLAN PROPONENTS IN RESPONSE TO THE PROPOSED
FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING CONFIRMATION
OF THE MODIFIED AMENDED PLAN OF REORGANIZATION OF HOPEMAN
BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AND
APPROVING ADEQUACY OF THE DISCLOSURE STATEMENT**



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Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), and the Official Committee of Unsecured Creditors (the “Committee”, and together with the Debtor, the “Plan Proponents”), respectfully represent as follows in support of this Joint Statement (the “Statement”) in Response to the Bankruptcy Court’s Proposed Findings of Fact and Conclusions of Law Regarding the Modified Amended Plan of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code (the “Plan”) and Approving Adequacy of the Disclosure Statement (Doc 1267) (the “Proposed Findings”):¹

STATEMENT

1. The Plan Proponents do not object to the Proposed Findings. Indeed, the Proposed Findings recommend confirmation of the Plan subject to limited revisions to the Plan and Asbestos Trust Agreement set forth therein. *See* Proposed Findings, pp. 45, 49-50, 55-56, and 71-73. The Plan Proponents agree to make those revisions.

2. The Plan Proponents file this Statement to outline proposed revisions to the Plan, the Asbestos Trust Agreement, and the proposed Confirmation Order² that are intended to conform those documents to the Proposed Findings.³ Should the District Court approve of the Proposed Findings and decide to confirm the Plan, the Plan Proponents propose to revise those Plan-related documents in the manner set forth below.

¹ Capitalized terms not otherwise defined herein shall have the meaning set forth in the Proposed Findings.

² On August 18, 2025, the Plan Proponents filed the proposed *Order Confirming the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and Approving Adequacy of the Disclosure Statement* [Docket No. 1120] (the “Proposed Confirmation Order”).

³ The Plan Proponents also reserve all rights to file a response to any objections filed to the Proposed Findings in accordance with Bankruptcy Rule 9033 and any Order of this Court.

PROPOSED CONFORMING REVISIONS TO PLAN-RELATED DOCUMENTS

3. The Plan Proponents believe that, to comport with the Proposed Findings, certain revisions should be made to the Plan, the Asbestos Trust Agreement, the Proposed Confirmation Order,⁴ and the Amended Certificate of Incorporation of the Reorganized Debtor. These revisions are set forth in the following documents:

- a. Proposed revisions to the Plan are annexed as **Exhibit A**.
- b. Proposed revisions to the Asbestos Trust Agreement are annexed as **Exhibit B**.
- c. A redline of the Proposed Confirmation Order is annexed as **Exhibit C**, showing changes to conform with the Proposed Findings and the Plan and to address revisions informally requested by counsel to Travelers.⁵
- d. A redline of the Amended Certificate of Incorporation is annexed hereto as **Exhibit D**, showing that Philip A. Tracy, will be the sole director of the Reorganized Debtor.⁶

SUPPORT FOR THE REVISIONS TO PLAN-RELATED DOCUMENTS

4. The Plan Proponents submit that neither these modifications to the Plan-related documents nor the disclosure of a different Director and Officer for the Reorganized Debtor materially or adversely affect or change the treatment of any claim of a creditor or the interest of any equity security holder in the Debtor and that these changes fully comply with all applicable provisions of the Bankruptcy Code and Rules. Specifically, pursuant to section 1127(a) of the

⁴ The Asbestos Trust Agreement is **Exhibit A** to the Plan.

⁵ Counsel to Travelers informally requested that the Plan Proponents make the modifications shown in paragraphs 22, 30, 34(a) and (b), and 52 of the Redline to the proposed Confirmation Order. The requested revisions are consistent with the Plan and the Proposed Findings. The Plan Proponents further submit that the modifications to paragraph 53 and 54 in the Redline are necessary to ensure the Proposed Confirmation Order is consistent with Section 9.1 of the Plan.

⁶ The Amended Certificate of Incorporation is **Exhibit D** to the Plan. The Plan Proponents filed the Amended Certificate of Incorporation with the Plan Supplement, on June 6, 2025 [Docket No. 853], previously identifying a different director of the Reorganized Debtor.

Bankruptcy Code, “[t]he proponent of a plan may modify such plan at any time before confirmation, but may not modify such plan so that such plan as modified fails to meet the requirements of sections 1122 and 1123 of this title. After the proponent of a plan files a modification of such plan with the court, the plan as modified becomes the plan.”

5. In this case, the Plan Proponents are proposing to modify the Plan after solicitation, but before confirmation, in accordance with the Proposed Findings. In addition, the Plan, if modified consistent with the proposal, would continue to satisfy the requirements of sections 1122 or 1123 of the Bankruptcy Code as set forth in the Proposed Findings.

6. The proposed modifications also constitute technical or clarifying changes or modifications that do not otherwise materially and adversely affect or change the treatment of any claim of a creditor or the interest of any equity security holder under the Plan. Moreover, the proposed modifications conform the Plan-related documents with the Proposed Findings as recommended to the District Court for confirmation.

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WHEREFORE, the Plan Proponents respectfully request that the District Court approve of the Proposed Findings and confirm the Plan conditioned upon the Plan Proponents making the proposed revisions outlined in this Statement.

Dated: November 20, 2025
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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EXHIBIT A

(Proposed Revisions to Plan)

A. Section 8.3(b) would be revised as follows:

Transfer of the Asbestos Insurance Rights. On the Effective Date, by virtue of Confirmation, without further notice, action, or deed, and subject to Section 6.2 hereof, the Asbestos Insurance Rights shall be automatically transferred to, and indefeasibly vested in, the Asbestos Trust, and the Asbestos Trust shall thereby become the estate representative pursuant to sections 1123(a)(5) and 1123(b)(3)(B) of the Bankruptcy Code, with the exclusive right to enforce any and all of the Asbestos Insurance Rights against any Entity, subject to the provisions of Section 8.13 and Section 8.15 hereof, and the Proceeds of the recoveries of any such Asbestos Insurance Rights shall be the property of, and shall be deposited in, the Asbestos Trust. The Asbestos Insurance Rights shall be indefeasibly vested in the Asbestos Trust subject to applicable terms and conditions but otherwise free and clear of all Claims, Demands, Equity Interests, Encumbrances, and other interests of any Entity.

B. Section 8.3(e) would be revised as follows:

Appointment of Delaware Trustee. First State Trust Company ~~[Wilmington Trust, N.A.]~~ has been selected by agreement of the Committee and the Future Claimants' Representative to serve as the initial Delaware Trustee and will be identified in the Asbestos Trust Agreement and appointed pursuant to the Confirmation Order. All subsequent Delaware Trustees shall be appointed in accordance with the terms of the Asbestos Trust Agreement.

C. Section 8.3(l) would be revised as follows:

Books and Records. On the Effective Date, Hopeman shall transfer to Reorganized Hopeman all of Hopeman's books and records (including electronic records) necessary for the Asbestos Trust to investigate and resolve Channeled Asbestos Claims in accordance with Section 8.3 and Section 8.16 of this Plan, the Asbestos Trust Agreement and Asbestos Trust Distribution Procedures, including the books and records presently stored in Hopeman's warehouse in Waynesboro, Virginia, and in or in storage near the offices of Hopeman's prepetition claims administrator Special Claim Services, Inc. Notwithstanding anything to the contrary herein, holders of Asbestos Personal Injury Claims may pursue and obtain information stored in Hopeman's books and records (including electronic records) through discovery to the full extent permitted by applicable law. For the avoidance of doubt, privileges belonging to Hopeman on the Petition Date in such books and records shall belong to the Reorganized Hopeman as of the Effective Date, and the Asbestos Trust's access to such books and records, which is allowed only for the purpose of evaluating or processing Uninsured Asbestos Claims, shall not result in the destruction or waiver of any applicable privileges pertaining to such books and records.

D. Section 8.13(c)(v) would be revised as follows:

The Asbestos Trust may seek to intervene in any Insurance Policy Action at any time. ~~A Channeled Asbestos Claimant pursuing an Insurance Policy Action shall not object to or oppose any request~~

~~or motion of the Asbestos Trust to intervene in such Insurance Policy Action. For purposes of establishing the grounds in favor of the Asbestos Trust's request or motion to intervene, the Confirmation Order shall include the following finding of the Bankruptcy Court: The Asbestos Trust shall have, and is deemed to have, an interest relating to the Asbestos Insurance Coverage that is the subject of any Insurance Policy Action, and shall be, and is deemed to be, so situated that disposing of the Insurance Policy Action may, as a practical matter, impair or impede the Asbestos Trust's ability to protect its interest, and no party to the Insurance Policy Action can adequately represent that interest.~~

E. Section 11.1(g)(viii) would be revised as follows:

the assignment of the Asbestos Insurance Rights is valid and enforceable under sections 524(g), 541(e), 1123(a)(5)(B), and 1129(a)(1) of the Bankruptcy Code, and the Bankruptcy Code preempts any anti-assignment contractual provisions and applicable state law.

F. Section 11.1(g)(xxvii) would be revised as follows:

Hopeman's conduct in connection with and throughout the Chapter 11 Case, including its negotiations with the Committee and the Future Claimants' Representative, Hopeman's commencement of this Chapter 11 Case, and the drafting, negotiation, proposing, confirmation, and consummation of the Plan, ~~does not and has not violated any Asbestos Insurance Cooperation Obligations, nor were such events or conduct a breach of any express or implied covenant of good faith and fair dealing.~~ **were done in good faith and consistent with the purposes of the Bankruptcy Code.**

EXHIBIT B

(Proposed Revision to Asbestos Trust Agreement)

A. Section 4.9 would be revised as follows:

Trustees' Independence. A Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for the Reorganized Debtor. ~~Notwithstanding the foregoing, the Litigation Trustee may serve as a director and officer of the Reorganized Debtor. If a conflict of interest arises as to a person serving both as the Litigation Trustee and as a director or officer of the Reorganized Debtor, such conflict shall be resolved in accordance with applicable nonbankruptcy law, including potentially the appointment of an independent director.~~ A Trustee shall not act as an attorney for any person who holds a Channeled Asbestos Claim. For the avoidance of doubt, this Section shall not be applicable to the Delaware Trustee.

EXHIBIT C

(Redline of Proposed Confirmation Order)

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
:
:
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**ORDER CONFIRMING THE AMENDED PLAN OF REORGANIZATION OF
HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE
AND APPROVING ADEQUACY OF THE DISCLOSURE STATEMENT**

INTRODUCTION

WHEREAS, Hopeman Brothers, Inc. (“Hopeman” or the “Debtor”), the debtor and debtor-in-possession in the above-captioned Chapter 11 Case, and the Official Committee of Unsecured Creditors (the “Committee”, and collectively with Hopeman, the “Plan Proponents”) proposed the *Amended Plan of Reorganization of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code*, dated May 21, 2025 [Docket No. 766] (as modified by the *Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, dated August 21, 2025 [Docket No. 1141] (the “Modified Plan”), and the Second Modified Plan (defined below), and as may be further amended, modified, or supplemented from time to time, the “Plan”);¹

WHEREAS, on May 21, 2025, the Bankruptcy Court entered an order [Docket No. 782] (the “Solicitation Procedures Order”) (a) conditionally approving the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (as may be modified from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the solicitation procedures annexed as Exhibit 1 to the Solicitation Procedures

¹ Capitalized terms used, but not otherwise defined herein, have the meanings given to them in the Plan and the Disclosure Statement. The rules of interpretation set forth in Article I.B of the Plan apply to ~~the Findings of Fact and Conclusions of Law (the “Findings and Conclusions”), which are being issued concurrently herewith, and to~~ this Order (the “Confirmation Order”). In addition, in accordance with Article I.A of the Plan, any term used in the Plan, ~~the Findings and Conclusions~~ or this Confirmation Order that is not defined in the Plan, the Disclosure Statement, ~~the Findings and Conclusions~~ or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

A copy of the Plan (without the Exhibits thereto) is attached to this Confirmation Order as Exhibit A and is incorporated herein by reference.

Order (such procedures, the “Solicitation Procedures”), (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, (d) authorizing Hopeman to solicit votes on the Plan, and (e) scheduling a hearing for July 1, 2025 at 10:00 a.m. (as adjourned to August 25, 2025, at 10:00 a.m. the “Combined Hearing”) to consider Confirmation of the Plan and final approval of the adequacy of the Disclosure Statement;

WHEREAS, an affidavit of service was executed by Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Bankruptcy Court-appointed claims and noticing agent (the “Solicitation Agent”), with respect to the mailing of notice of the Combined Hearing and solicitation materials in respect of the Plan in accordance with the Solicitation Procedures Order (the “Affidavit of Service”) and was filed with the Bankruptcy Court on June 12, 2025 [Docket No. 864];

WHEREAS, on June 5, 2025, Hopeman filed the *Affidavit of Publication of the Notice of Combined Hearing for Approval of Disclosure Statement and Confirmation of Plan* [Docket No. 844] (the “Publication Affidavit”);

WHEREAS, on July 25, 2025, Hopeman filed the *Declaration of Jeffrey R. Miller with Respect to the Tabulation of Votes on the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1077] (the “Voting Certification”) attesting to the results of the tabulation of the properly executed and timely received Ballots for the Plan as follows:

Class 3 Claimants. The Plan Proponents received 1 acceptance out of 1 vote from holders of Class 3 General Unsecured Claims, with Class 3 claimants who voted in favor of the Plan holding Claims in the amount of \$7,005.44 for voting purposes only, such acceptances being 100 percent in number and 100 percent in amount of all ballots received from holders of Class 3 General Unsecured Claims entitled to vote on the Plan;

Class 4 Claimants. The Plan Proponents received 2,409 acceptances out of 2,416 votes from holders of Class 4 Channeled

Asbestos Claims, with Class 4 claimants who voted in favor of the Plan holding Claims in the amount of \$2,409.00 for voting purposes only, such acceptances being 99.71 percent in number and 99.71 percent in amount of all ballots received from holders of Class 4 Channeled Asbestos Claims;

WHEREAS, the only opposition to the Plan came from certain of the Debtor's historical insurers: Century Indemnity Company ("Century"),² Westchester Fire Insurance Company ("Westchester" and together with Century, the "Chubb Insurers"), Liberty Mutual Insurance Company ("LMIC"), The Travelers Indemnity Company ("Travelers Indemnity"), Travelers Casualty and Surety Company ("Travelers Casualty"), St. Paul Fire and Marine Insurance Company ("St. Paul" and together with Travelers Indemnity and Travelers Casualty, collectively, "Travelers"), and Hartford Accident and Indemnity Company and First State Insurance Company ("Hartford" and together with the Chubb Insurers, LMIC, and Travelers, collectively, the "Objecting Insurers");³

² In its capacity as the successor to CCI Insurance Company, as successor to Insurance Company of North America.

³ The following are the objections to the Plan that were filed by the Objecting Insurers: (i) *Hartford's Limited Objection to Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 942] (as supplemented by *Hartford's Joinder to Objections to Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 965], the "Hartford Plan Objection"); (ii) the *Objections of the Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company to (I) Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and (II) the Disclosure Statement With Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc.* filed under seal at Docket No. 949 and publicly-available, with redactions, at Docket No. 944 (the "Travelers Plan Objection"); (iii) *Liberty Mutual Insurance Company's Objection to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* filed under seal at Docket No. 954 and publicly-available, with redactions, at Docket No. 953 (the "LMIC Plan Objection"); and (iv) *Chubb Insurers' Objection to (1) Final Approval of Disclosure Statement and (2) Confirmation of Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* filed under seal at Docket Nos. 959-960 and publicly available, with redactions, at Docket No. 958 (the "Chubb Insurers Plan Objection" and together with the Hartford Objection, the Travelers Objection, and the LMIC Objection, collectively, the "Plan Objections").

WHEREAS, the Plan Proponents filed a memorandum of law in support of Confirmation of the Plan and final approval of the Disclosure Statement, and in reply to the Plan Objections [Docket No. 1076] (the “Confirmation Brief”);

WHEREAS, the Plan Proponents filed a supplemental memorandum of law in support of Confirmation of the Plan and final approval of the Disclosure Statement, and in reply to the Plan Objections [Docket No. 1119] (the “Supplemental Confirmation Brief”);

WHEREAS, on September 5, 2025, the Plan Proponents filed the *Second Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, [Docket No. 1185] (the “Second Modified Plan”) that modified the Plan to address, *inter alia*, the resolution of the Hartford Plan Objection;

WHEREAS, section 524(g)(3)(A) of the Bankruptcy Code requires “the order confirming the plan of reorganization [pursuant to 524(g)] [to be] issued or affirmed by the district court that has jurisdiction over the reorganization case” 11 U.S.C. § 524(g)(3)(A);

WHEREAS, the Bankruptcy Court entered the *Proposed Findings of Fact and Conclusions of Law* [Regarding Confirmation of the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and Approving Adequacy of the Disclosure Statement](#) [Docket No. ~~1~~●~~1~~1267] (the “Proposed Findings and Conclusions”), including the proposed findings that (a) the Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) ~~final approval of the adequacy of the Disclosure Statement and confirmation of the Plan are core proceedings within the meaning of 28 U.S.C. §157(b)(2), (e)~~ Hopeman was and is qualified to be a “debtor” under section 109 of the Bankruptcy Code, (~~dc~~) venue of the Chapter 11 Case is proper pursuant to 28 U.S.C. §§ ~~1408 and 1409, and~~

continues to be proper, and (~~ed~~) the evidence admitted in support of the Plan and Disclosure Statement at the Combined Hearing is persuasive and credible;

WHEREAS, in its Proposed Findings and Conclusions, the Bankruptcy Court ~~entered its Order recommending~~(a) found that the Disclosure Statement contained adequate information as required by section 1125 of the Bankruptcy Code and thus determined that the Disclosure Statement should be approved on a final basis, and (b) recommended entry of an Order by this Court confirming the Plan ~~and approving, subject to limited revisions to the Plan and Asbestos Trust Agreement as set forth therein;~~

~~the adequacy~~WHEREAS, on November [●], 2025, the Plan Proponents filed the Joint Statement of the Plan Proponents in Response to the Proposed Findings of Fact and Conclusions of Law Regarding Confirmation of the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and Approving Adequacy of the Disclosure Statement ~~on a final basis~~ [Docket No. [●]] (the “~~Recommendation Order~~”) Joint Statement) that proposed modifications to the Plan, the Asbestos Trust Agreement, and a proposed Confirmation Order to conform with the Proposed Findings and Conclusions;

WHEREAS, this Court has reviewed the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Voting Certification, the Affidavit of Service, the Publication Affidavit, the Confirmation Brief, the Supplemental Confirmation Brief, the ~~Second Modified Plan, the Proposed Findings and Conclusions, the Recommendation Order~~ Joint Statement, and the other pleadings before the Court in connection with the Confirmation of the Plan and approval of the Adequacy of the Disclosure Statement, on a final basis, including the Plan Objections;

WHEREAS, the Disclosure Statement contains summaries, descriptions and information (as applicable) concerning: (i) the nature and history of Hopeman's business and liabilities; (ii) events leading up to the filing of the Chapter 11 Case; (iii) the terms of the Plan, including the treatment of holders of Claims and Equity Interests under the Plan; (iv) the terms of the Asbestos Trust Documents, including the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures; (v) financial information and projections; (vi) an overview of the requirements for confirmation of the Plan; (vii) effect of confirmation of the Plan, including the channeling of the Asbestos Claims to the Asbestos Trust pursuant to the Asbestos Permanent Channeling Injunction; (viii) a discussion of risk factors affecting the implementation of the Plan; (ix) certain federal income tax consequences of the Plan; and (x) solicitation of holders of General Unsecured Claims and Asbestos Claims;

WHEREAS, the Disclosure Statement further provides sufficient notice of the injunction, exculpation, and release provisions in the Plan, including the Asbestos Permanent Channeling Injunction;

WHEREAS, this Court has considered the arguments of counsel made on the record at the Combined Hearing;

WHEREAS, this Court has considered all evidence admitted into the record at the Combined Hearing;

WHEREAS, the Court has taken judicial notice of the papers and pleadings on file in the Chapter 11 Case, including any related adversary proceedings;

WHEREAS the Court has made a *de novo* review of the record, including the Bankruptcy Court's proposed findings of fact and conclusions of law submitted in this matter;

WHEREAS, this Court has separately approved and entered the Findings of Fact and Conclusions of Law [Docket No. [●]] (the “Findings and Conclusions”), including the findings that (a) this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) ~~final approval of the adequacy of the Disclosure Statement and confirmation of the Plan are core proceedings within the meaning of 28 U.S.C. §157(b)(2), (c)~~ Hopeman was and is qualified to be a “debtor” under section 109 of the Bankruptcy Code, and (~~dc~~) venue of the Chapter 11 Case is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and continues to be proper; and

WHEREAS, the Findings and Conclusions establish just cause for the relief granted herein;

THE COURT HEREBY ORDERS THAT:

I. GENERAL PROVISIONS REGARDING CONFIRMATION OF THE PLAN AND APPROVAL OF PLAN-RELATED DOCUMENTS.

A. MODIFICATIONS TO THE PLAN

1. Subsequent to solicitation, the Plan Proponents made certain modifications to the Plan and the Plan Documents, including those set forth in the Joint Statement to conform to the Proposed Findings and Conclusions (the “Plan Modifications”). Pursuant to section 1127 of the Bankruptcy Code, the Plan Modifications, including any such modifications set forth in this Confirmation Order, constitute technical or clarifying changes or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. The filing with the Court of the Plan and Plan Documents as modified by the Plan Modifications that were made prior to the Combined Hearing, and the disclosure of the Plan Modifications on the record at the Combined Hearing and in the Joint Statement, constitute due and sufficient notice thereof.

2. Pursuant to 1127(a) of the Bankruptcy Code and Rule 3019(a) of the Bankruptcy Rules, the Plan Modifications are authorized and approved in all respects.

B. CONFIRMATION OF THE PLAN.

3. The Plan, including all Exhibits thereto and the Plan Supplement, is CONFIRMED in each and every respect, pursuant to section 1129 of the Bankruptcy Code; provided, however, that if there is any direct conflict between the terms of the Plan or any Exhibit thereto and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. All objections to the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Combined Hearing, are either resolved on the terms set forth herein or overruled in their entirety. The Findings and Conclusions are hereby incorporated by reference in their entirety, as if they were fully set forth herein.

C. SATISFACTION OF THE REQUIREMENTS OF SECTION 524(G)

4. For the reasons set forth in the Findings and Conclusions, the Plan satisfies each of the requirements of section 524(g) of the Bankruptcy Code.

D. CONDITIONS TO CONFIRMATION AND CONSUMMATION OF THE PLAN.

5. Nothing in this Confirmation Order or in the Findings and Conclusions shall in any way affect the provisions of Article XI of the Plan, which includes provisions regarding (i) the conditions precedent to confirmation of the Plan and to the occurrence of the Effective Date of the Plan, (ii) the Plan Proponents' ability to waive such conditions, and (iii) the effect that the nonoccurrence of such conditions may have with regard to the Plan and this Confirmation Order. Upon the satisfaction or waiver of the conditions contained in Section 11.2 of the Plan and the occurrence of the Effective Date, substantial consummation of the Plan, within the meaning of section 1127 of the Bankruptcy Code, shall be deemed to occur.

E. EFFECTS OF CONFIRMATION.

6. Subject to Section I.D of this Confirmation Order, notwithstanding any otherwise applicable law, immediately upon the entry of this Confirmation Order, the terms of the Plan and this Confirmation Order shall be binding upon all Entities, including Hopeman, Reorganized Hopeman, any and all holders of Claims, Demands, or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all nondebtor parties in interest, including nondebtor parties to Executory Contracts and Unexpired Leases with Hopeman and any and all Entities who are parties to or are subject to the settlements, compromises, releases, waivers, discharges and injunctions described herein and in the Findings and Conclusions and the respective heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing.

F. APPROVAL, MODIFICATION AND EXECUTION OF PLAN-RELATED DOCUMENTS.

7. The Plan and all Exhibits thereto, substantially in the form as they exist at the time of the entry of this Confirmation Order, including the documents relating to the Asbestos Trust, are approved in all respects.

8. All relevant parties, including Hopeman, Reorganized Hopeman, the Asbestos Trust, and the Trustees of the Asbestos Trust, shall be authorized, without further action by this Court or the Bankruptcy Court, to execute the applicable Plan Documents and make modifications to such documents in accordance with the Plan's terms, including Section 12.3 of the Plan, and the terms of the Plan Documents, if applicable, between the time of entry of this Confirmation Order and the Effective Date of the Plan.

9. The Plan Proponents are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code ~~and~~, Section 12.3 of the Plan, and this Confirmation Order. In addition, without the need for further order or authorization of this Court or the Bankruptcy Court, or further notice to any Entities, but subject to the express provisions of this Confirmation Order and Section 12.3 of the Plan, the Plan Proponents shall be authorized and empowered to make modifications to the Plan Documents, including Exhibits to the Plan and documents forming part of the evidentiary record at the Confirmation Hearing, consistent with the terms of such documents in their reasonable business judgment as may be necessary.

II. CLAIMS BAR DATES AND OTHER CLAIMS MATTERS.

A. GENERAL BAR DATE FOR ADMINISTRATIVE EXPENSE CLAIMS.

10. Except as otherwise provided in Section 2.1 of the Plan and II.B of this Confirmation Order below, unless previously filed, requests for payment of Administrative Expense Claims must be filed with the Bankruptcy Court and served on Reorganized Hopeman no later than the first Business Day that is thirty (30) calendar days after the Effective Date. Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims and that do not file and serve such a request by the Administrative Claim Bar Date shall be forever barred from asserting such Administrative Expense Claims against Hopeman, Reorganized Hopeman, or its property and such Administrative Expense Claims shall be deemed disallowed in their entirety and discharged as of the Effective Date. Objections to such requests must be filed and served on the requesting party on or before the thirtieth (30th) calendar day after the Administrative Expense Claim Bar Date, as the same may be modified or extended from time to time by order of the Bankruptcy Court.

B. BAR DATES FOR CERTAIN ADMINISTRATIVE EXPENSE CLAIMS.

1. Professional Compensation.

11. Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on counsel to Reorganized Hopeman and such other Entities who are designated by the Bankruptcy Rules, this Confirmation Order, or other order of the Bankruptcy Court a final fee application no later than forty-five (45) days after the Effective Date. A Professional may include any outstanding, non-filed monthly or interim request for payment of a Professional Fee Claim in its final fee application. To the extent necessary, this Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Professional Fee Claims. Any pending, interim requests for a Professional Fee Claim shall be resolved in the ordinary course or, if sooner, in connection with the particular Professional's final fee application.

2. Ordinary Course Liabilities.

12. Holders of Administrative Expense Claims based on liabilities incurred by Hopeman in the ordinary course of its business shall not be required to file or serve any request for payment of such Administrative Expense Claims. Such Administrative Expense Claims shall be satisfied pursuant to Section 2.1 of the Plan.

C. BAR DATE FOR REJECTION DAMAGES CLAIMS.

13. Notwithstanding anything in the Bankruptcy Court's *Order (I) Establishing Bar Dates for Submitting Proofs of Non-Asbestos Claim; (II) Approving Procedures for Submitting Proofs of Non-Asbestos Claim; (III) Approving Notice Thereof; (IV) Approving a Tailored Proof of Non-Asbestos Claim Form; and (V) Granting Related Relief* [Docket No. 193] (the "Bar Date Order") to the contrary, if the rejection of an Executory Contract pursuant to Section 6.1 of the

Plan gives rise to a Claim by the other non-Debtor party or parties to such contract, such Claim shall be forever barred and shall not be enforceable against Hopeman and Reorganized Hopeman its successors or its property unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for Hopeman or Reorganized Hopeman, as applicable, on or before thirty (30) days after entry of the Confirmation Order; or (b) if such Executory Contract is rejected pursuant to a Final Order of the Bankruptcy Court granting a motion filed by Hopeman to reject such Executory Contract, thirty (30) days after entry of such order.

III. APPROVAL OF EXECUTORY CONTRACT PROVISIONS AND RELATED PROCEDURES.

14. The Executory Contract provisions of Article VI of the Plan are hereby approved. This Confirmation Order shall constitute an order of the Court approving the assumptions and rejections set forth in Sections 6.1 and 6.2 of the Plan, pursuant to section 365 of the Bankruptcy Code, and such assumptions and rejections shall be effective as of the Effective Date.

IV. MATTERS RELATING TO IMPLEMENTATION OF THE PLAN.

A. ACTIONS IN FURTHERANCE OF THE PLAN.

15. Hopeman, Reorganized Hopeman, and any officers thereof (the “Responsible Officers”), are authorized to, without further actions by this Court or the Bankruptcy Court: (i) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order, and the transactions contemplated thereby or hereby, including those transactions identified in Article VIII of the Plan; and (ii) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases and agreements necessary to implement, effectuate and consummate the Plan, including those contracts, instruments, releases and agreements identified in Article VIII of the Plan and the Plan Supplement.

16. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the stockholders or directors of Hopeman or Reorganized Hopeman, this Confirmation Order shall, pursuant to section 1142 of the Bankruptcy Code and any applicable non-bankruptcy law, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the stockholders or directors of Hopeman or Reorganized Hopeman.

17. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority Hopeman, Reorganized Hopeman, or any Responsible Officer have to take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order, or the transactions contemplated thereby or hereby, subject to provisions in the Plan that require Hopeman or Reorganized Hopeman to seek approval from other parties. In addition to the authority to execute and deliver, adopt or amend, as the case may be, the contracts, instruments, releases and other agreements specifically approved in this Confirmation Order, Hopeman or Reorganized Hopeman is authorized and empowered, without further action by this Court or the Bankruptcy Court or Hopeman or Reorganized Hopeman's stockholders or directors, to take any and all such actions as any of its Responsible Officers may determine are necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order, or the transactions contemplated thereby or hereby, subject to any applicable provisions in the Plan that require Hopeman or Reorganized Hopeman to seek approval from other Parties.

B. CREATION OF ASBESTOS TRUST.

18. On the Effective Date, the Asbestos Trust shall be created in accordance with the Plan Documents, the Asbestos Trust Documents, and section 524(g) of the Bankruptcy Code.

Subject to the provisions of the Plan, and in consideration of the transfer of the Asbestos Trust Assets to the Asbestos Trust, the Asbestos Trust shall assume all liabilities and responsibility for all Channeled Asbestos Claims, and, among other things, to: (1) direct the processing, liquidation, and payment of all compensable Channeled Asbestos Claims in accordance with this Plan, the Asbestos Trust Documents, and the Confirmation Order; (2) preserve, hold, manage, and maximize the assets of the Asbestos Trust for use in paying and satisfying Channeled Asbestos Claims; and (3) qualify at all times as a qualified settlement fund. The Asbestos Trust shall use the Asbestos Trust's assets and income, as permitted by this Confirmation Order, the Plan, and the Asbestos Trust Documents, including, without limitation, to resolve Channeled Asbestos Claims in accordance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures in such a way that holders of Channeled Asbestos Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such claims, and shall otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B) of the Bankruptcy Code. On the Effective Date, all right, title, and interest in and to the Asbestos Trust Assets, and any proceeds thereof, will be transferred to, and indefeasibly vested in, the Asbestos Trust, free and clear of all Claims, Demands, Equity Interests, Encumbrances, and other interests of any Entity, without any further action of the Bankruptcy Court or any Entity, but subject to Sections 8.3 and 8.5 of the Plan. The Asbestos Trust and the Trustees of the Asbestos Trust are authorized and empowered to receive the property to be transferred to the Asbestos Trust pursuant to Section 8.3 of the Plan.

19. Pursuant to any applicable non-bankruptcy law and section 1142 of the Bankruptcy Code, without further action by this Court or the Bankruptcy Court or the stockholders or directors of Hopeman or Reorganized Hopeman, the Responsible Officers are authorized and directed to

execute, deliver and perform their obligations under the Asbestos Trust Agreement and to execute, deliver, file and record all such other contracts, instruments, agreements and documents and take all such other actions as the Responsible Officers of Hopeman or Reorganized Hopeman may determine are necessary, appropriate or desirable in connection therewith. The Asbestos Trust Agreement, as in effect on the Effective Date, shall be substantially in the form of Exhibit A to the Plan. The Asbestos Trust Distribution Procedures shall be substantially in the form of Exhibit B to the Plan.

C. TRANSFERS OF PROPERTY TO, AND ASSUMPTION OF CERTAIN LIABILITIES BY, THE ASBESTOS TRUST.

1. Transfer of Books and Records to the Asbestos Personal Injury Trust.

20. As set forth in Section 8.3(l) of the Plan, on the Effective Date, Hopeman shall transfer to Reorganized Hopeman all of Hopeman's books and records ~~(, including electronic records) necessary for the Asbestos Trust to investigate and resolve Channeled Asbestos Claims in accordance with Section 8.3 and Section 8.16 of the Plan, the Asbestos Trust Agreement and Asbestos Trust Distribution Procedures, including~~ and the books and records presently stored in Hopeman's warehouse in Waynesboro, Virginia, and in storage at, or near, the offices of Hopeman's prepetition claims administrator Special Claim Services, Inc. Notwithstanding anything to the contrary herein, holders of Asbestos Personal Injury Claims and other parties may pursue and obtain information stored in Hopeman's books and records (including electronic records) through discovery to the full extent permitted by applicable law. For the avoidance of doubt, privileges belonging to Hopeman on the Petition Date, and/or prior to the occurrence of the Effective Date, in such books and records shall belong to Reorganized Hopeman as of the Effective Date, ~~and the~~ The Asbestos Trust's access to such books and records shall be only for purposes of evaluating and processing Uninsured Asbestos Claims in accordance

with Section 8.3 and Section 8.16 of the Plan, the Asbestos Trust Agreement, and Asbestos Trust Distribution Procedures, and such access shall not result in the destruction or waiver of any applicable privileges pertaining to such books and records.

2. Funding the Asbestos Trust.

21. On the Effective Date, Hopeman or Reorganized Hopeman shall make the Asbestos Trust Contribution in accordance with Sections 8.2 and 8.3 of the Plan, except that the contribution of the Excess Net Reserve Funds may occur after the Effective Date but, in any event, shall be deemed to have occurred as of the Effective Date in accordance with Section 8.2 of the Plan.

3. Transfer of the Asbestos Insurance Rights

22. On the Effective Date, by virtue of confirmation, without further notice, action, or deed, and subject to Section 6.2 of the Plan, the Asbestos Insurance Rights shall be automatically transferred to, and indefeasibly vested in, the Asbestos Trust, and the Asbestos Trust shall thereby become the estate representative pursuant to sections 1123(a)(5) and 1123(b)(3)(B) of the Bankruptcy Code, with the exclusive right to enforce any and all of the Asbestos Insurance Rights against any Entity, subject to the provisions of Section 8.13 and Section 8.15 of the Plan, and the Proceeds of the recoveries of any such Asbestos Insurance Rights shall be the property of, and shall be deposited in, the Asbestos Trust. The Asbestos Insurance Rights shall be indefeasibly vested in the Asbestos Trust subject to applicable terms and conditions but otherwise free and clear of all Claims, Demands, Equity Interests, Encumbrances, and other interests of any Entity.

4. Authority of the Asbestos Trust

23. As of the Effective Date, without any further action of the Bankruptcy Court or any Entity, except as otherwise expressly set forth in the Plan including, without limitation, the rights reserved to HII under Section 8.15 of the Plan, the Asbestos Trust shall be empowered to initiate,

prosecute, enforce, sue on, defend, settle, compromise, and resolve (or decline to do any of the foregoing) all claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, related to or arising from any asset, liability, or responsibility of the Asbestos Trust, including any actions arising from or related to the Asbestos Insurance Rights, in any court of competent jurisdiction consistent with applicable law.

5. Assumption of Certain Liability and Responsibility by the Asbestos Trust.

24. On the Effective Date, in consideration for the property transferred to the Asbestos Trust, and except as provided in Sections 8.12, 8.13, and 8.15 of the Plan, all Channeled Asbestos Claims shall be transferred and channeled to, and assumed by, the Asbestos Trust pursuant to the Asbestos Permanent Channeling Injunction, and shall be resolved, liquidated, and (if eligible for payment) paid in accordance with the Asbestos Trust Agreement, the Asbestos Trust Distribution Procedures, and any other Asbestos Trust Document. The Asbestos Trust shall have no liability for any Claims other than Channeled Asbestos Claims and Asbestos Trust Expenses, and no Claims other than Channeled Asbestos Claims and Asbestos Trust Expenses shall be transferred and channeled to, or assumed by, the Asbestos Trust. Notwithstanding the Asbestos Trust's assumption of liability and responsibility for Channeled Asbestos Claims, such assumption shall not itself operate or be construed as a release, accord and satisfaction, mutual rescission, or novation of Hopeman's obligations on account of such Claims for purposes of any Asbestos Insurance Rights solely to the extent of actions or suits against Reorganized Hopeman directly in accordance with Section 8.12 of the Plan (subject, however, to the discharge of any "personal liability" of Hopeman as that term is used in section 524(a) of the Bankruptcy Code and as provided in Article X of the Plan).

6. Transfer of Rights and Defenses Related to Channeled Asbestos Claims

25. On the Effective Date, all claims, defenses, rights and Causes of Action of Hopeman arising from or related to Channeled Asbestos Claims shall be transferred and assigned to the Asbestos Trust. In accordance with section 1123(b) of the Bankruptcy Code, the Asbestos Trust shall retain and may enforce such claims, defenses, rights, and Causes of Action relating to Channeled Asbestos Claims in any court of competent jurisdiction against any Entity other than a Protected Party, and shall retain and may enforce all defenses and counterclaims to all Asbestos Claims or Demands asserted against the Asbestos Trust, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code. The Asbestos Trust shall be deemed to be the appointed representative of Hopeman and Reorganized Hopeman, and may, pursue, litigate, compromise, and settle any rights, claims, or Causes of Action transferred to it, as appropriate.

7. Institution and Maintenance of Legal and Other Proceedings

26. From and after the Effective Date, the Asbestos Trust shall be empowered and entitled, in its sole and absolute discretion and at its own expense, to pursue, compromise, or settle all legal actions and other proceedings related to any asset, liability, or responsibility of the Asbestos Trust that is not released pursuant to the Plan.

8. Payments and Distributions from the Asbestos Trust.

27. The sole and exclusive source of payment or recovery of a Channeled Asbestos Claimant on account of his Channeled Asbestos Claim shall be the Asbestos Insurance Coverage applicable to such Channeled Asbestos Claim, as provided in Section 8.12, Section 8.13, and Section 8.15 of the Plan, unless the Channeled Asbestos Claim (a) is an Uninsured Asbestos Claim, or (b) becomes an Uninsured Asbestos Claim before the Channeled Asbestos Claimant receives payment in full of any judgment obtained against Reorganized Hopeman or the Non-Settling

Asbestos Insurer, or settlement reached with a Non-Settling Asbestos Insurer, in accordance with Sections 8.12, 8.13, or 8.15 of the Plan. A Channeled Asbestos Claim shall become an Uninsured Asbestos Claim when (i) the Asbestos Trust has settled, in accordance with an Asbestos Insurance Settlement, all rights to the Asbestos Insurance Coverage applicable to the Channeled Asbestos Claim, or (ii) any Asbestos Insurance Coverage that otherwise may be applicable to such Channeled Asbestos Claim becomes unavailable due to exhaustion of the relevant Asbestos Insurance Coverage or due to a Final Order ruling on a coverage issue or defense, in which event such Channeled Asbestos Claimant may seek payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures. Any treatment of a Channeled Asbestos Claim that is partially an Insured Asbestos Claim and partially an Uninsured Asbestos Claim shall be set forth in the Asbestos Trust Distribution Procedures. Notwithstanding any provision in this Plan or any other Plan Document to the contrary, a Channeled Asbestos Claimant shall not be entitled to receive a payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust unless and until his Channeled Asbestos Claim is eligible for payment or distribution from the Asbestos Trust under the Asbestos Trust Distribution Procedures.

9. Indemnification by the Asbestos Trust.

28. The Asbestos Trust shall, pursuant to the terms of the Asbestos Trust Agreement, indemnify and hold harmless the Protected Parties for any liability or alleged liability arising out of, or resulting from, or attributable to, a Channeled Asbestos Claim, including fines and penalties resulting from the Asbestos Trust's failure to comply with Section 8.14 of the Plan or the Asbestos Trust Agreement. Indemnification claims arising under Section 8.3(o) of the Plan or this paragraph 28 will not be subject to the Asbestos Trust Distribution Procedures.

D. ACTIONS TO OBTAIN BENEFITS OF ASBESTOS INSURANCE COVERAGE

1. Actions Against Reorganized Hopeman or Wayne.

29. Except as otherwise permitted under Section 8.16 of the Plan, on and after the Effective Date, a Channeled Asbestos Claimant shall have the right to initiate, commence, continue, or prosecute an action against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust), and, where permitted by applicable nonbankruptcy law, any Non-Settling Asbestos Insurer for Wayne, in a court of competent jurisdiction to obtain the benefit of Asbestos Insurance Coverage.

30. If a Channeled Asbestos Claimant commences such an action on account of its Channeled Asbestos Claim, the complaint shall name Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or any Non-Settling Asbestos Insurer for Wayne as a defendant and shall be deemed by operation of law to be an action against Reorganized Hopeman or any Non-Settling Asbestos Insurer for Wayne, as applicable. Such an action may be filed in any court where Hopeman ~~was~~would have been subject to *in personam* jurisdiction ~~as of~~with respect to the Channeled Asbestos Claimant's action had it been filed against Hopeman before the Petition Date or any other court of competent jurisdiction. Any ~~such~~-action that is initiated, commenced, continued, or prosecuted in accordance with paragraph 29 hereof shall be served on the Asbestos Trust, which shall provide notice of such action, as appropriate, to all Non-Settling Asbestos Insurers. Notwithstanding the foregoing, Reorganized Hopeman, the Asbestos Trust, and Wayne shall have no obligation to answer, appear, or otherwise participate in the action in any respect other than as set forth in this Plan and as may be necessary to comply with applicable Asbestos Insurance Cooperation Obligations.

31. Any liability of Reorganized Hopeman or Wayne to any Entity, including any Channeled Asbestos Claimant or Asbestos Insurer, that is based on, arises from, or is attributable to any action commenced under Section 8.12 of the Plan shall be enforceable only against the Asbestos Insurance Coverage provided by the Non-Settling Asbestos Insurers and not against any other asset, including any other Asbestos Insurance Right, of the Asbestos Trust or Reorganized Hopeman

2. Actions Against Non-Settling Asbestos Insurers.

32. Except as otherwise permitted under Section 8.13 or 8.15 of the Plan, the Asbestos Trust shall have the exclusive right to pursue, monetize, settle, or otherwise obtain the benefit of the Asbestos Insurance Rights, including with respect to any unpaid insurance Proceeds applicable to a judgment or settlement obtained or entered into by a Channeled Asbestos Claimant in accordance with Section 8.12 of the Plan.

33. If a Channeled Asbestos Claimant has entered into an enforceable settlement agreement with a Non-Settling Asbestos Insurer pertaining to such claimant's Channeled Asbestos Claim and such Non-Settling Asbestos Insurer has not timely paid or has refused to pay the amount provided in such settlement, such Channeled Asbestos Claimant may commence a breach-of-contract action or other form of collection action against such Non-Settling Asbestos Insurer to recover the settlement payment owed.

34. Any Channeled Asbestos Claimant who (1) has obtained a judgment against Reorganized Hopeman or Wayne in accordance with Section 8.12 of the Plan, or (2) has the right under applicable nonbankruptcy law to name, join, or substitute as a defendant an Asbestos Insurer, may, to obtain the benefits of Asbestos Insurance Coverage, commence a judgment-enforcement action or a direct action against the relevant Non-Settling Asbestos Insurer ("Insurance Policy

Action”) in accordance with the terms of Section 8.13 of the Plan, subject to the following conditions:

(a) If any Non-Settling Asbestos Insurer against whom an Insurance Policy Action is brought asserts as a defense that it would have a claim as a result of contribution rights against one or more Settled Asbestos Insurers with respect to the Channeled Asbestos Claimant’s claim that it could have asserted but for ~~the Asbestos Permanent Channeling Injunction~~any of the Injunctions (“Contribution Claim”), the liability, if any, of the Non-Settling Asbestos Insurer to the Channeled Asbestos Claimant shall be reduced dollar-for-dollar by the amount, if any, of any judgment establishing the Contribution Claim in accordance with Section 8.13 of the Plan.

(b) In determining the amount of any Contribution Claim that operates to reduce the liability of a Non-Settling Asbestos Insurer in any Insurance Policy Action, the Channeled Asbestos Claimant may assert the legal or equitable rights or defenses, if any, of the Settled Asbestos Insurers with respect to such Contribution Claims, and for purposes of Section 8.13(c)(ii) of the Plan, all Settled Asbestos Insurers, in exchange for their status as a Protected Party and for receiving the benefits of the ~~Asbestos Permanent Channeling Injunction~~Injunctions, shall be deemed to have transferred or assigned such legal or equitable rights or defenses to Channeled Asbestos Claimants; provided that the Channeled Asbestos Claimant shall not be permitted to argue that any Contribution Claims are not properly asserted against the Channeled Asbestos Claimant or that the ~~Asbestos Permanent Channeling Injunction bars or affects~~Injunctions bar or affect in any way such Contribution Claims in connection with the Channeled Asbestos Claimant’s claim against the Non-Settling Asbestos Insurer.

(c) If a court reduces the amount of liability of a Non-Settling Asbestos Insurer in an Insurance Policy Action based on the share attributable to a Settled Asbestos Insurer consistent with Section 8.13 of the Plan, the Channeled Asbestos Claimant whose judgment has been reduced may seek payment from the Asbestos Trust for all or a portion of the amount of the judgment reduction attributable to the Settled Asbestos Insurer's share, but only as permitted by and in accordance with the Asbestos Trust Distribution Procedures.

(d) If the Asbestos Trust enters into an Asbestos Insurance Settlement with an Asbestos Insurer that is a party to a pending Insurance Policy Action, and if such Asbestos Insurance Settlement is approved by the Bankruptcy Court, the Channeled Asbestos Claimant pursuing such Insurance Policy Action shall (i) be deemed to release any rights transferred to it via the Trust Transfer, without further notice or action by any Entity, and (ii) terminate its Insurance Policy Action with respect to that Asbestos Insurer. The Channeled Asbestos Claimant shall have the right to submit an Uninsured Asbestos Claim to the Asbestos Trust for payment in accordance with, and as permitted by, the Asbestos Trust Distribution Procedures, as set forth in Section 8.16 of the Plan.

(e) The Asbestos Trust may seek to intervene in any Insurance Policy Action at any time. ~~A Channeled Asbestos Claimant pursuing an Insurance Policy Action shall not object to or oppose any request or motion of the Asbestos Trust to intervene in such Insurance Policy Action. For purposes of establishing the grounds in favor of the Asbestos Trust's request or motion to intervene, this Confirmation Order includes the following finding: The Asbestos Trust shall have, and is deemed to have, an interest relating to the Asbestos Insurance Coverage that is the subject of any Insurance Policy Action, and shall be, and is deemed to be, so situated that disposing of the Insurance Policy Action may, as a~~

~~practical matter, impair or impede the Asbestos Trust's ability to protect its interest, and no party to the Insurance Policy Action can adequately represent that interest.~~

35. In addition to the rights and remedies set forth in Section 8.13 of the Plan, on and after the Effective Date, Channeled Asbestos Claimants may, only to the extent permitted or provided under applicable nonbankruptcy law, bring such Insurance Policy Actions against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to potential liability of any Designated Person, subject to the terms and conditions set forth in Section 8.13(c) of the Plan. For the avoidance of doubt, no Designated Person shall be named as a defendant in any such Insurance Policy Actions.

36. If a Channeled Asbestos Claimant intends to pursue an Extracontractual Claim against a Non-Settling Asbestos Insurer, the Channeled Asbestos Claimant shall send written notice to the Asbestos Trust, requesting the Asbestos Trust's leave to pursue such Extracontractual Claim. Within fourteen (14) calendar days after receiving the Channeled Asbestos Claimant's request, the Asbestos Trust shall respond in writing that it is either granting or denying the Channeled Asbestos Claimant's request.

(a) The Asbestos Trust's notice to the Channeled Asbestos Claimant of its decision to grant the Channeled Asbestos Claimant's request to pursue an Extracontractual Claim shall legally operate as, or shall effect, to the extent permitted or authorized by applicable nonbankruptcy law and without further notice to or action by any Entity, a transfer to the Channeled Asbestos Claimant of the Asbestos Trust's rights to pursue such Extracontractual Claim ("Trust Transfer"). The Channeled Asbestos Claimant shall thereupon have standing and authority to pursue, settle, or resolve such Extracontractual Claim within his or her absolute discretion, subject to the terms set forth in Section 8.13 of the Plan.

(b) The Asbestos Trust may deny a Channeled Asbestos Claimant's request for leave to pursue an Extracontractual Claim if (i) the Asbestos Trust has determined that it is not able or permitted under applicable nonbankruptcy law to transfer or assign the Extracontractual Claim to the requesting Channeled Asbestos Claimant; (ii) the Asbestos Trust intends, within ninety (90) calendar days after receiving the Channeled Asbestos Claimant's request, to commence litigation (or arbitration, to the extent required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Asbestos Insurer with respect to the applicable Channeled Asbestos Claimant's claim; or (iii) the Asbestos Trust has already commenced such litigation or arbitration, which is pending or has been resolved. Such litigation commenced by the Asbestos Trust may include, or pertain to, multiple other Channeled Asbestos Claims or seek a declaration of rights generally with respect to the Non-Settling Asbestos Insurers' obligations in connection with Channeled Asbestos Claims.

3. Special Provision Pertaining to HII

37. Notwithstanding any provision of the Plan or any other Plan Document to the contrary, on and after the Effective Date, HII may, (a) to the extent it is the holder of one or more Asbestos Indirect Claims, and (b) only to the extent permitted or provided under applicable nonbankruptcy law, file claims, crossclaims, or third-party demands in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or pursue direct actions against any Non-Settling Asbestos Insurer of Hopeman or Wayne, including to bring an action against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to the potential liability of any Designated Person. For the avoidance of doubt, such Designated Persons will not be named as defendants in any such actions. Reorganized Hopeman, the Asbestos Trust, and Wayne shall have

no obligation to answer, reply, appear, or otherwise participate in any action in which HII has filed a claim, crossclaim, third-party demand, or in any such direct action, other than as necessary to maintain coverage under the Asbestos Insurance Policies. Any judgment that may be obtained in connection with such a claim, crossclaim, third-party demand, or direct action cannot be enforced against the assets of Reorganized Hopeman or the Asbestos Trust, other than from the Asbestos Insurance Coverage. To the extent Hopeman's Asbestos Insurance Rights become subject to Asbestos Insurance Settlements and such Asbestos Insurance Rights are liquidated by the Trust, HII may submit Asbestos Indirect Claims to the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures. For the avoidance of doubt, the foregoing in no way limits HII's ability to seek payment or any other form of relief that may be made available according to the provisions contained within the Asbestos Trust Distribution Procedures, this Plan, or any other Plan Document. For the further avoidance of doubt, HII need not execute an Asbestos Personal Injury Claimant Release to obtain the benefits of Section 8.15 of the Plan. Notwithstanding any provision of the Asbestos Trust Distribution Procedures, the Plan or any other Plan Document to the contrary, the rights contained within Section 8.15 of the Plan may not be impaired, impeded, abridged, or otherwise modified at any time (whether before or after entry of the Confirmation Order) without the prior written consent of HII; *provided, however*, that the foregoing shall not be construed to vest HII with consent or veto rights as to a proposed Asbestos Insurance Settlement described in Section 8.17 of the Plan, or to override, expand, or otherwise modify HII's consultation rights granted under Section 8.17 of the Plan.

E. RELEASE OF ENCUMBRANCES.

38. Except as otherwise provided in the Plan or in any of the Plan Documents, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article V of

the Plan, all Encumbrances, if any, against the property of Hopeman's Estate shall be fully released and discharged, and all of the right, title and interest of any holder of such Encumbrances, including any rights to any collateral thereunder, shall revert to Reorganized Hopeman and its successors and assigns.

F. EXEMPTIONS FROM TAXATION.

39. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp tax or similar tax: (i) the creation of any Encumbrances; (ii) the making or assignment of any lease or sublease; (iii) the execution and implementation of the Asbestos Trust Agreement, including the creation of the Asbestos Trust and any transfers to or by the Asbestos Trust; (iv) any Restructuring Transaction; and (v) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments, applications, certificates or statements executed or filed in connection with any of the foregoing or pursuant to the Plan.

V. SETTLEMENTS, RELEASES AND EXCULPATION PROVISIONS.

40. The Plan settlement, release, exculpation and injunction provisions as set forth in Article X of the Plan are approved in all respects, are incorporated herein in their entirety, are so ordered and shall be immediately effective on the Effective Date without further action by this Court, the Bankruptcy Court, any of the parties to such provisions or any other party.

VI. OBJECTIONS TO CONFIRMATION.

41. For the reasons set forth in the Findings and Conclusions, each of the Plan Objections are hereby overruled in their entirety.

VII. DISCHARGE AND INJUNCTIONS.

A. DISCHARGE OF HOPEMAN AND REORGANIZED HOPEMAN.

42. Except as specifically provided in the Plan, any of the other Plan Documents, or this Confirmation Order, pursuant to sections 524 and 1141(d)(1)(A) of the Bankruptcy Code, and effective upon the occurrence of the Effective Date, Hopeman and Reorganized Hopeman are discharged from any and all Claims and Demands of any nature whatsoever, including, without limitation, to the fullest extent permitted by law, Channeled Asbestos Claims, and liabilities that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code whether or not: (a) a Proof of Claim based on such Claim was filed under section 501 of the Bankruptcy Code, or such Claim was listed on any of Hopeman's Schedules; (b) such Claim is or was allowed under section 502 of the Bankruptcy Code; or (c) the holder of such Claim has voted on or accepted the Plan. Except as otherwise specifically provided for in the Plan, as of the Effective Date, the rights provided in the Plan to holders of Claims, Demands, and Equity Interests shall be in exchange for and in complete satisfaction, settlement and discharge of all Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against, Liens on, and Equity Interests in Hopeman, Reorganized Hopeman, and all of their respective assets and properties. Notwithstanding the foregoing or anything else in the Plan or this Confirmation Order, no release or discharge of any of the Released Parties, Hopeman or Reorganized Hopeman, or any of their respective present or former directors, officers, employees, members, subsidiaries, predecessors, successors, attorneys, accountants, investment bankers, financial advisors, appraisers, or representatives and agents, in each case acting in such capacity, shall diminish, reduce or eliminate the duties or obligations of any Asbestos Insurer under any Asbestos Insurance Policy.

B. DISCHARGE INJUNCTION.

43. Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 thereof), any of the other Plan Documents, or this Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under this Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

C. ASBESTOS PERMANENT CHANNELING INJUNCTION.

44. Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII thereof), any of the other Plan Documents, and this Confirmation Order, the following injunction is hereby issued and shall take effect upon the occurrence of the Effective Date:

1. Scope of Injunction.

45. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(a) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(d) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(e) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

2. Reservations.

46. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(a) the rights of Entities to the treatment accorded them under Article IV of this Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(b) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(c) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(d) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(e) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan.

(f) any action, suit, or Insurance Policy Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(g) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

3. Protected Parties Under the Asbestos Permanent Channeling Injunction.

47. For purposes the Asbestos Permanent Channeling Injunction, “Protected Party” means any of the following parties:

- (a) Hopeman;
- (b) Reorganized Hopeman;
- (c) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; and
- (d) each Settled Asbestos Insurer, solely in its capacity as such.

D. NO ACTIONS ON ACCOUNT OF RELEASED CLAIMS.

48. Except as provided in the Plan, as of the Effective Date, all Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a Released Party, or any of its

property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of this Plan.

VIII. APPROVAL OF THE ADEQUACY OF THE DISCLOSURE STATEMENT

49. The Disclosure Statement complies with all aspects of section 1125 because it contains information that is reasonably practicable to permit a hypothetical creditor to make an informed judgment about the Plan.

50. Article VIII of the Disclosure Statement also describes in detail the entities subject to the injunction under the Plan and the acts that they are enjoined from pursuing. Further, the language describing the injunctions and acts enjoined is described in specific and conspicuous language in the Disclosure Statement, making it clear to anyone who reads it.

51. Accordingly, the Disclosure Statement contains adequate information as required by section 1125 of the Bankruptcy Code and is approved on a final basis.

IX. DISSOLUTION OF THE COMMITTEE, AND APPOINTMENT OF POST-EFFECTIVE DATE FUTURE CLAIMANTS' REPRESENTATIVE

52. ~~In accordance with~~ Effective on the later of (i) the occurrence of the Effective Date or (ii) the completion of all matters described in Section 9.1(c) of the Plan, ~~on the Effective Date,~~ the Committee shall ~~dissolve and~~ be dissolved automatically, whereupon its members, Professionals, and agents shall be released and discharged from any further authority,

duties, obligations and responsibilities in the Chapter 11 Case and under the Bankruptcy Code.

On the Effective ~~as of the dissolution of the Committee~~Date, the Asbestos Trust Advisory Committee shall succeed to ~~and exclusively hold,~~ the attorney-client privilege and any other privilege held by the Committee and shall enjoy the work product protections that were applicable or available to the Committee before its dissolution.

53. The court-appointed Future Claimants' Representative Marla R. Eskin (or any court-appointed alternative or successor) is identified in Section 1.69 of the Plan to continue to serve, and is hereby appointed to serve, as the Future Claimants' Representative on and after the Effective Date (the "Post-Effective Date Future Claimants' Representative") in accordance with the Asbestos Trust Agreement. ~~The~~Except as otherwise provided in Section 9.1 of the Plan, the Post-Effective Date Future Claimants' Representative shall have the functions, duties, and rights provided in, and shall serve in accordance with, the Asbestos Trust Agreement. ~~In addition to the foregoing, the Post-Effective Date Future Claimants' Representative also may, at her option, participate in any: (1) appeal of the Confirmation Order; (2) hearing on a Professional Fee Claim; and (3) any adversary proceeding pending on the Effective Date to which the Future Claimants' Representative was a party. Successors to the Post-Effective Date Future Claimants' Representatives will be appointed as provided in the Asbestos Trust Agreement.~~

54. Unless and until the Committee is dissolved in accordance with Section 9.1(a) of the Plan, and the Future Claimants' Representative is discharged from her office in accordance with Section 9.1(b) of the Plan, the Committee and the Future Claimants' Representative shall have post-Effective Date standing and capacity (i) to complete matters or proceedings, if any, including litigation, appeals, or negotiations, that are pending as of

the Effective Date and not resolved in accordance with the Plan; (ii) to grant or withhold, in their sole discretion, any consent contemplated or required under the Plan; (iii) to object to or defend any Administrative Expense Claims; (iv) to oppose any appeals of or from the Confirmation Order; and (v) to prepare and prosecute applications for allowance or payment of Professional Fee Claims of their respective Professionals. Subject to the terms of Section 2.2 of the Plan, the Committee's Professionals, and the Future Claimants' Representative and her Professionals, shall be authorized to seek allowance or payment of reasonable compensation for services rendered, and reimbursement for actual and necessary expenses incurred, in connection with any matter described in Section 9.1(c) of the Plan or this paragraph 54.

X. RETENTION OF JURISDICTION.

A. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT.

55. ~~54.~~ Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, pursuant to Article XII of the Plan, the Bankruptcy Court and, to the extent the Bankruptcy Court lacks authority to enter a final judgment in accordance with the Article III of the United States Constitution or, otherwise, lacks subject-matter jurisdiction to address an issue, this Court, shall retain, to the fullest extent permitted by law, exclusive jurisdiction over all matters arising out of or related to the Chapter 11 Case, the Plan, including jurisdiction over the matters set forth in Section 12.1 of the Plan, and the implementation, interpretation, or enforcement of this Confirmation Order.

B. JURISDICTION RELATING TO RESOLUTION OF CLAIMS UNDER THE ASBESTOS TRUST DISTRIBUTION PROCEDURES.

56. ~~55.~~ Notwithstanding anything to the contrary in Article XII of the Plan, the resolution of Channeled Asbestos Claims and the forum in which such resolution will be

determined shall be governed by and in accordance with the Asbestos Trust Distribution Procedures.

C. OTHER PROCEEDINGS.

57. ~~56.~~ Notwithstanding any term or provision herein to the contrary, nothing in the Plan Documents shall detract from or contravene any jurisdictional or other provisions, including Sections 8.12, 8.13, and 8.15 of the Plan, that permit or require legal actions or proceedings to be brought in a court that is not the Bankruptcy Court or this Court. Notwithstanding anything in Section 12.1 of the Plan to the contrary, the Asbestos Trust may initiate, prosecute, defend, and resolve all legal actions and other proceedings related to or arising from any asset, liability, or responsibility of the Asbestos Trust, including any Causes of Action arising from or related to the Asbestos Insurance Rights and Channeled Asbestos Claims, outside of the Bankruptcy Court and in any court of competent jurisdiction, in accordance with Section 8.3 of the Plan. In addition, notwithstanding anything in Section 12.1 of the Plan to the contrary, Channeled Asbestos Claimants may bring Extracontractual Claims in accordance with Section 8.13(e) of the Plan outside of the Bankruptcy Court and in any court of competent jurisdiction. The Asbestos Trust shall not be entitled to assert that its right in and/or claims against the Asbestos Insurance Policies are unaffected by any breach of the Asbestos Insurance Cooperation Obligations ~~by Reorganized Hopeman.~~

XI. NOTICE OF ENTRY OF CONFIRMATION ORDER.

58. ~~57.~~ Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), Reorganized Hopeman is directed to serve, within twenty (20) business days after the occurrence of the Effective Date, a notice of the entry of this Confirmation Order, which shall include notice of the Bar Dates established by the Plan and this Confirmation Order and notice of the Effective Date, substantially

in the form attached hereto as Exhibit B and incorporated herein by reference (the “Confirmation Notice”), on all parties that received notice of the Confirmation Hearing; provided, however, that, with respect to Channeled Asbestos Claims, Reorganized Hopeman shall be obligated to serve the Confirmation Notice only on counsel to holders of Channeled Asbestos Claims, to the extent that the holders of such Claims are represented by known counsel, unless such counsel requests otherwise in writing within ten (10) days of service of the Confirmation Notice.

59. ~~58.~~ As soon as practicable after the entry of this Confirmation Order, Reorganized Hopeman shall make copies of this Confirmation Order and the Confirmation Notice available on the website established by Kurtzman Carson Consultants, LLC d/b/a Verita Global for the Chapter 11 Case, available at <https://veritaglobal.net/hopeman>.

XII. ORDER OF THE COURT.

60. ~~59.~~ The Plan is hereby confirmed in its entirety pursuant to section 1129 of the Bankruptcy Code, and the Asbestos Permanent Channeling Injunction is hereby issued pursuant to section 524(g) of the Bankruptcy Code.

THIS ORDER IS HEREBY DECLARED TO BE IN
RECORDABLE FORM AND SHALL BE ACCEPTED BY ANY
RECORDING OFFICER FOR FILING AND RECORDING
PURPOSES WITHOUT FURTHER OR ADDITIONAL ORDERS,
CERTIFICATIONS OR OTHER SUPPORTING DOCUMENTS.

Signed: _____, 2025

United States District Judge

EXHIBIT A

The Plan

(to come)

EXHIBIT B

Confirmation Notice

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 11/13/2025 3:28:43 PM	
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EXHIBIT D

(Redline of Amended Certificate of Incorporation)

ARTICLES OF RESTATEMENT

OF

HOPEMAN BROTHERS, INC.

The undersigned, on behalf of the corporation set forth below, in accordance with Title 13.1, Chapter 9, Article 11 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to restatement is Hopeman Brothers, Inc. (“**Corporation**”).
2. The restatement contains amendments to the articles of incorporation.
3. The text of the amended and restated articles of incorporation is attached hereto.
4. The restatement was adopted by consent of the shareholder.

(signature) _____

(date) _____

(printed name) _____

(corporate title) _____

(corporation's SCC ID no.) _____

(telephone number) _____

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

HOPEMAN BROTHERS, INC.

Article I. The Corporation's Name

The name of the corporation is Hopeman Brothers, Inc. ("**Corporation**").

Article II. Authorized Shares

The Corporation is authorized to issue one hundred (100) shares of stock, which shall be without par value.

Article III. Name of Registered Agent

The Corporation's registered agent is CT Corporation System, which is a domestic stock corporation authorized to transact business in Virginia.

Article IV. Address of Registered Office

The Corporation's registered office is:

CT Corporation System
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

The registered office is physically located in Henrico County, Virginia.

Article V. Director

The Corporation's director is ~~Matthew T. Richardson~~Philip A. Tracy. The director's address is:

~~Wyche, P.A.~~
Keating Muething & Klekamp PLL
~~807 Gervais~~One East Fourth Street,
Suite ~~301~~1400
~~Columbia, SC 29201~~
Cincinnati, Ohio 45202
Email: ~~mrichardson@wyche~~ptracy@kmklaw.com

Article VI. Nonvoting Securities

The Corporation shall not issue nonvoting equity securities. The prohibition on issuance of nonvoting equity securities is included in these Amended and Restated Articles of Incorporation in compliance with section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

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