

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

In re:

MAREMONT CORPORATION, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-10118 (KJC)

(Jointly Administered)

Ref. Docket No. 10

**PLAN SUPPLEMENT TO THE  
JOINT PREPACKAGED PLAN OF REORGANIZATION OF  
MAREMONT CORPORATION AND ITS DEBTOR AFFILIATES**

Maremont Corporation and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) submit this plan supplement (this “Plan Supplement”) in support of, and in accordance with, the *Joint Prepackaged Plan of Reorganization of Maremont Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 10] (including all exhibits and schedules attached thereto, and as may be amended, altered, modified, or supplemented from time to time, the “Plan”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The documents contained in this Plan Supplement are integral to, part of, and incorporated by reference in, the Plan. These documents have not yet been approved by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). If the Plan is confirmed by the Bankruptcy Court, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

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<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal taxpayer identification number, are: Maremont Corporation (6138); Maremont Exhaust Products, Inc. (9284); AVM, Inc. (9285); and Former Ride Control Operating Company, Inc. (f/k/a ArvinMeritor, Inc., a Delaware corporation) (9286). The mailing address for each Debtor for purposes of these chapter 11 cases is 2135 West Maple Road, Troy, MI 48084.

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This Plan Supplement contains the following documents, each as may be amended, modified or supplemented from time to time by the Debtors in accordance with the Plan:

- Exhibit E** Asbestos Records Cooperation Agreement
- Exhibit J** Assumed Executory Contract and Unexpired Lease List
- Exhibit K** Reorganized Maremont's Bylaws
- Exhibit L** Reorganized Maremont's Certificate of Incorporation
- Exhibit M** List of Members of Reorganized Maremont Board and Reorganized Subsidiary Board, and List of Officers of Reorganized Maremont and Reorganized Subsidiaries

This Plan Supplement contains a revised version of the following exhibit, originally filed with the Plan, as may be amended, modified or supplemented from time to time by the Debtors in accordance with the Plan:

- Exhibit I** Names and Affiliations of Future Claimants' Representative, Asbestos Personal Injury Trustee, and Members of the Asbestos Personal Injury Trust Advisory Committee

The Plan provides that the Plan Supplement will include the Meritor Release. The Meritor Release is incorporated into Section IV.B.1 of the Plan and will be effectuated automatically upon the occurrence of the Effective Date. As such, the Debtors do not intend to file a separate exhibit for the Meritor Release in the Plan Supplement.

Subject to the terms and conditions of the Plan, the Debtors reserve all rights to amend, revise, modify or further supplement this Plan Supplement, and any of the documents contained herein, at any time before the Effective Date, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Dated: February 15, 2019  
Wilmington, Delaware

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-and-

COLE SCHOTZ P.C.

/s/ J. Kate Stickles

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PROPOSED ATTORNEYS FOR THE DEBTORS AND  
DEBTORS IN POSSESSION

**Exhibit E**

**Asbestos Records Cooperation Agreement**

## ASBESTOS RECORDS COOPERATION AGREEMENT

In connection with the *Joint Prepackaged Plan of Reorganization of Maremont Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated December 4, 2018, as such may be modified, amended or supplemented (the “Plan”),<sup>1</sup> as confirmed by order of the United States Bankruptcy Court for the District of Delaware, which confirmation was affirmed by an order of the United States District Court for the District of Delaware, this agreement (this “Cooperation Agreement”) is made, effective as of the Effective Date of the Plan, \_\_\_\_\_, 2019, by and among the Asbestos Personal Injury Trust and the Reorganized Debtors (collectively, the “Parties”) with respect to, among other things, the Asbestos Personal Injury Trust’s access to certain documents and information of or concerning the Debtors, as described below. The Parties hereto agree as follows:

1. The Reorganized Debtors shall provide, or cause to be provided, to the Asbestos Personal Injury Trust the following (collectively, the “Asbestos Records”):

(a) To the extent the following information has been recorded as of the Effective Date and is retrievable using reasonable effort and at reasonable expense, copies of any and all databases pertaining to the Asbestos Personal Injury Claims, in the form maintained by the Debtors, containing (to the extent available): case name, state of lawsuit, county of lawsuit, case number, entity named or served, case status, date filed or opened, date served, plaintiff counsel, plaintiff name, alleged disease, occupation, exposure period, demand amount, settlement amount, year closed, settled date, dismissed date, number of active plaintiffs, number of non-active or dismissed plaintiffs, and number of total plaintiffs. Such databases shall be provided even if the Reorganized Debtors do not have all such information for every plaintiff,

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

and the Reorganized Debtors shall not be required to take steps to ensure that the databases contain all such information.

(b) To the extent the following information exists and is reasonably available on the Effective Date, access to:

(i) all of the records of the Debtors relating to the use, manufacture, marketing, production, installation, sale or distribution of products giving rise to Asbestos Personal Injury Claims, including but not limited to:

(A) all Documents<sup>2</sup> relating to the Debtor Product Lines, including the dates of manufacture, production, installation, sale, and/or distribution;

(B) all Documents referring to or otherwise identifying locations where the Debtors engineered, designed, marketed, manufactured, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, branded with the name of or under a license granted by, or in any way used asbestos or asbestos-containing products including but not limited to all product invoices and sales records;

(C) all Documents relating to the engineering, design, marketing, manufacture, construction, sale, supply, production, installation, maintenance, service, specification, selection, repair, removal, replacement, release, distribution, branding or use by the Debtors of asbestos-containing material; and

(D) all Documents relating to where the Debtors sold, installed, or distributed asbestos-containing products;

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<sup>2</sup> The term “Document” shall refer to all documents, data, information, compilations, correspondence, materials, records and writings of any type or description, however created, reproduced or retrieved, and in every form, including, without limitation, databases, computer/electronic files, drafts and partially completed documents maintained by, or in the possession or control of, the Debtors (prior to the Effective Date) or the Reorganized Debtors (as of the Effective Date).

(ii) any existing electronic database of the Debtors' information from records maintained by any service center, which contains any customer information relating to the sale, installation, or distribution of products giving rise to Asbestos Personal Injury Claims;

(iii) all Documents concerning the purchase by, or distribution to, any of the Debtors of asbestos or asbestos-containing products, the use or sale of which may have resulted in, or given rise to, an Asbestos Personal Injury Claim;

(iv) all product manuals of any of the Debtors for products giving rise to Asbestos Personal Injury Claims; and

(v) all Documents concerning the transition of certain products of the Debtors giving rise to Asbestos Personal Injury Claims from asbestos-containing to non-asbestos-containing.

(c) Access to all relevant Documents maintained by, or in the possession, custody, or control of the Debtors' or the Debtors' outside counsel, or consultants or experts, relating to the pre-petition defense of Asbestos Personal Injury Claims against the Debtors, including but not limited to:

(i) all depositions, transcripts, and affidavits;

(ii) all discovery responses;

(iii) all exhibit lists prepared for use at trials, which include Documents relating to the Debtors and Documents relating to co-defendants that were alleged to have used asbestos or asbestos-containing products supplied by the Debtors;

(iv) all depositions, transcripts, affidavits, or any other sworn statements of current or former employees or customers of the Debtors and all discovery

responses of the Debtors' employees or customers obtained in the course of defense of the Debtors;

(v) all case files respecting Asbestos Personal Injury Claims;

(vi) all dismissal orders and all executed releases;

(vii) any proofs of claim filed in connection with the Chapter 11 Cases relating to an Asbestos Personal Injury Claim;

(viii) any ballots submitted in connection with the Chapter 11 Cases that relate to Asbestos Personal Injury Claims;

(ix) any complaint, demand letter or similar Document identifying individuals that have asserted or may assert Asbestos Personal Injury Claims;

(x) any database or Document that identifies or provides contact information for individuals and/or their counsel that have asserted unresolved Asbestos Personal Injury Claims;

(xi) all physical repositories of Documents made available to asbestos personal injury claimants and their attorneys with respect to Asbestos Personal Injury Claims;

(xii) a listing of the location of all physical repositories of Documents relating to Asbestos Personal Injury Claims; and

(xiii) all Documents or any database listing workers' compensation Claims against the Debtors brought by employees of the Debtors related to asbestos exposure.

As necessary, the Reorganized Debtors will provide such direction to such outside counsel or to such consultants and experts as the Asbestos Personal Injury Trust may reasonably request. To the extent an outside counsel, consultant or expert expends material time and/or resources in connection with responding to a request or a series of requests made by the Asbestos



Personal Injury Trust pursuant to this Cooperation Agreement, the Asbestos Personal Injury Trust and/or Reorganized Debtors shall pay the reasonable documented fees and expenses incurred by the outside counsel, consultant or expert.

(d) Access to all written settlement agreements and releases, and any other Documents reflecting the settlement, payment, or other disposition of Asbestos Personal Injury Claims against any Debtor.

2. As used herein, with respect to all Asbestos Records kept in paper form, “access” means that the Reorganized Debtors will provide the Asbestos Records in the manner and location in which the Reorganized Debtors generally retain their business records in the ordinary course of business at a date and time (or series of set dates, depending upon the amount of time necessary to review and copy the Asbestos Records) that is reasonably acceptable to the Asbestos Personal Injury Trust. With respect to Asbestos Records kept in electronic form, “access” means that the Reorganized Debtors will provide the Asbestos Records on thumbdrive(s), .pst file(s) or other electronic media as maintained by the Reorganized Debtors. With respect to any Asbestos Records kept in microfiche form, “access” means that the Reorganized Debtors will provide the Asbestos Records on microfiche or other media as maintained by the Reorganized Debtors. At its option, the Asbestos Personal Injury Trust may employ an outside contractor to photocopy, electronically reproduce, or otherwise reproduce any of the Asbestos Records. When providing the Asbestos Records or access thereto, the Reorganized Debtors will provide the Asbestos Personal Injury Trust with any available electronic or paper index that identifies or describes the contents of any relevant files, boxes, discs, and databases. To the extent any Asbestos Records in electronic form are stored in a format with full text or other searchable capabilities, the Reorganized Debtors will provide (a) all

search engines, software, and programs necessary to enable all potential search functions as to such Asbestos Records in electronic form, and (b) descriptions of the data tables and fields used in the database.

3. With respect to any database covered by this Cooperation Agreement, to the extent necessary to resolve any difficulties in accessing the information in such database, the Reorganized Debtors will provide such direction to their outside counsel, consultants, and experts as the Asbestos Personal Injury Trust may reasonably request, including, without limitation, access to the physical records from which the database was created.

4. The Reorganized Debtors hereby authorize the Future Claimants' Representative and his agents and professionals to provide to the Asbestos Personal Injury Trust all data and any other information concerning Asbestos Personal Injury Claims against the Debtors or the Debtors' insurance coverage or settlements that was provided by the Debtors, directly or indirectly, to the Future Claimants' Representative or his agents or professionals on or prior to the Effective Date.

5. The Reorganized Debtors hereby authorize the Asbestos Claimants Committee and its agents and professionals to provide to the Asbestos Personal Injury Trust all data and any other information concerning Asbestos Personal Injury Claims against the Debtors or the Debtors' insurance coverage or settlements that was provided by the Debtors, directly or indirectly, to the Asbestos Claimants Committee, or their agents or professionals on or prior to the Effective Date.

6. To the extent that providing information as contemplated by this Cooperation Agreement would involve the property or other rights of third parties unaffiliated with the Reorganized Debtors, the Reorganized Debtors shall undertake reasonably appropriate efforts to

facilitate the provision of such information by such unaffiliated third parties in compliance with the requirements of this Cooperation Agreement.

7. The Reorganized Debtors shall use commercially reasonable efforts, and shall cause their counsel to use commercially reasonable efforts, to grant the Asbestos Personal Injury Trust access to the Asbestos Records within thirty (30) days from the date of a written request by the Asbestos Personal Injury Trust. The Asbestos Personal Injury Trust may retain copies of all the Asbestos Records that it has caused to be reproduced at its expense or which have been provided to it.

8. The fees for storing the Asbestos Records, and the costs and expenses of copying and searching the Asbestos Records, are costs of implementation of the Plan. The reasonable fees for storing the Asbestos Records, and the reasonable costs and expenses of copying and searching the Asbestos Records, shall be paid by the Asbestos Personal Injury Trust.

9. Upon the request of the Asbestos Personal Injury Trust, the Reorganized Debtors shall provide the Asbestos Personal Injury Trust with a certification substantially in the form attached as Exhibit A that, in responding to a particular request by the Asbestos Personal Injury Trust for one or more Asbestos Records, the Reorganized Debtors used reasonable efforts to meet the requirements of this Cooperation Agreement.

10. Nothing in this Cooperation Agreement shall require the Reorganized Debtors to create any new Documents or to provide any Documents not in its respective possession, custody, or control.

11. The Asbestos Personal Injury Trust shall use the Asbestos Records solely for the purposes of processing, evaluating, defending, and resolving Asbestos Personal Injury Claims submitted to the Asbestos Personal Injury Trust; *provided, however*, that the Asbestos Personal

Injury Trust may share those Asbestos Records with a Holder of an Asbestos Personal Injury Claim that are relevant to that Asbestos Personal Injury Claim.

12. The Reorganized Debtors shall have no duty to check or verify the accuracy of any information contained in the Asbestos Records and do not make any representation or warranty, express or implied, as to the accuracy of such information.

13. With respect to all Documents contemplated by or under Paragraph 1 of this Cooperation Agreement that are or were in the possession, custody, or control of the Debtors, Reorganized Debtors, or their outside counsel as of the Petition Date, the Reorganized Debtors represent and warrant, to the best of their knowledge and information, that they have taken reasonable steps to preserve the Documents in their possession, custody, or control up to and through the Effective Date, except such Documents as may have been destroyed or otherwise disposed of pursuant to and in accordance with a document retention policy formally approved or established by such entity, which policy with regard to any such Documents shall be provided to the Asbestos Personal Injury Trust upon request.

14. The Reorganized Debtors shall take all reasonable steps to preserve the Asbestos Records in their possession, custody or control, and the Reorganized Debtors shall cause counsel to take all reasonable steps to preserve the Asbestos Records in the possession, custody, or control of counsel, at all times prior to the termination of this Cooperation Agreement. The Reorganized Debtors, and any of their successors, shall not dispose of or destroy, and the Reorganized Debtors shall instruct counsel not to dispose of or destroy, the Asbestos Records which are not duplicative and are producible under this Cooperation Agreement until the tenth (10th) anniversary of the Effective Date of the Plan, without providing at least one hundred and eighty (180) days' advance written notice to the Asbestos Personal Injury Trust, within which

180-day period the Asbestos Personal Injury Trust shall be entitled to take possession, custody, or control of the Asbestos Records at its own expense; *provided, however*, the earliest date on which the Reorganized Debtors or any of their successors may deliver such notice to the Asbestos Personal Injury Trust is the second (2nd) anniversary of the Effective Date. Notwithstanding the foregoing, nothing in this Cooperation Agreement shall be construed as precluding the Asbestos Personal Injury Trust from taking possession, custody, or control of the Asbestos Records at its own expense at any time on or after the Effective Date.

15. This Cooperation Agreement shall expire on the tenth (10th) anniversary of the Effective Date. Up to one hundred and twenty (120) days before it is set to expire, this Cooperation Agreement can be renewed by mutual consent; *provided, however*, that the Reorganized Debtors and any of their successors shall remain obligated to provide the Asbestos Personal Injury Trust with access to the Asbestos Records as set forth herein for as long as such entities remain in possession, custody, or control thereof, subject to the provisions of Paragraph 14 hereof, and shall remain obligated to cause outside counsel to provide the Asbestos Personal Injury Trust with access to the Asbestos Records as set forth herein for as long as such entities remain in possession, custody, or control thereof, subject to the provisions of Paragraph 14 hereof.

16. Any privileges belonging to the Debtors on the Petition Date in the Asbestos Records shall belong to the Asbestos Personal Injury Trust as of the Effective Date. The Reorganized Debtors do not waive any privilege, including but not limited to the attorney-client privilege or work-product doctrine, that may protect any Asbestos Record, and nothing in this Cooperation Agreement shall be construed as a waiver of any privilege by any party hereto by

virtue of entering this Cooperation Agreement or providing or disclosing any Asbestos Record under this Cooperation Agreement.

17. In providing Asbestos Records pursuant to this Cooperation Agreement, the Reorganized Debtors may designate all or a portion of certain Asbestos Records as containing material protected from disclosure by the attorney-client privilege, work-product doctrine, or other privilege or protection available to the Debtors and/or the Reorganized Debtors under applicable state or federal law (“Privileged Material”). The Asbestos Personal Injury Trustee may not disclose the portions of Asbestos Records designated as containing Privileged Material to any person, including any member of, counsel for, or other agent of the Asbestos Personal Injury Trust Advisory Committee or the Future Claimants’ Representative, without first obtaining written consent from the Reorganized Debtors approving such disclosure. Nothing in this Cooperation Agreement shall be construed as a waiver of any privilege of the Reorganized Debtors by virtue of entering this Cooperation Agreement or providing or disclosing, or facilitating the provision or disclosure of, any Asbestos Records under this Cooperation Agreement.

18. If the Reorganized Debtors designate all or a portion of any Asbestos Records as Privileged Material in accordance with Paragraph 17 hereof, and the Asbestos Personal Injury Trust disputes such designation, the Asbestos Personal Injury Trust shall give written notice of the dispute to the Reorganized Debtors. The Asbestos Personal Injury Trust and the Reorganized Debtors shall then negotiate in good faith to attempt to resolve the dispute. If any dispute cannot be resolved through negotiation, the Asbestos Personal Injury Trust shall have ten (10) Business Days from the date of actually delivering a written notice to the Reorganized Debtors declaring an impasse to seek an order from the Bankruptcy Court or the District Court to resolve the

dispute. The Asbestos Personal Injury Trust shall provide the Reorganized Debtors with at least ten (10) Business Days' notice of any hearing on any pleading, petition, application, or motion that the Asbestos Personal Injury Trust has filed with the Bankruptcy Court or the District Court in order to resolve the dispute. The Asbestos Records subject to the dispute shall be treated as Privileged Material pending a Final Order.

19. Within ninety (90) days from the execution of this Cooperation Agreement, the Reorganized Debtors shall identify for the Asbestos Personal Injury Trust any present or former officers, employees, and agents of the Debtors or the Reorganized Debtors who likely have significant knowledge about the Asbestos Records, including, without limitation, those present or former officers, employees, and agents who are competent to authenticate and prove the chain of custody of Documents for admissibility purposes in court or other proceedings. Upon the request of the Asbestos Personal Injury Trust, the Reorganized Debtors will take reasonable steps to make such officers, employees, or agents available to the Asbestos Personal Injury Trust, and the Asbestos Personal Injury Trust will reimburse the Reorganized Debtors for all lost time and reasonable expenses incurred in making such employees or agents available. To the extent information leading to or locating any Asbestos Records is held by any former officers, employees, or agents of the Debtors or the Reorganized Debtors, the Reorganized Debtors do not object to the Asbestos Personal Injury Trust contacting those persons for such information. Upon request, each of the Reorganized Debtors will provide any contact information it has for former officers, employees, and agents and for third parties having possession of or knowledge about Asbestos Records. The Reorganized Debtors, to the extent possible, will cooperate with the Asbestos Personal Injury Trust and not take any action to dissuade any person from cooperating with the Asbestos Personal Injury Trust. Additionally, the Asbestos Personal Injury

Trust is authorized to contact Michael E. Hutchins at Kasowitz Benson Torres LLP (“Kasowitz”) (or another attorney as may be designated by Kasowitz) directly to discuss any Asbestos Records.

20. Each party to this Cooperation Agreement shall take such steps and execute such documents as may be necessary or proper to effectuate the purpose and intent of this Cooperation Agreement, and to preserve its validity and enforceability. Without limitation to any part of the immediately preceding sentence, any provision in this Cooperation Agreement that requires the Reorganized Debtors to provide Asbestos Records or any other information to the Asbestos Personal Injury Trust shall be construed as also requiring the Reorganized Debtors, whenever necessary or proper, to cause such Asbestos Records or other information to be provided or made accessible to the Asbestos Personal Injury Trust, including, without limitation, the execution and delivery by the Reorganized Debtors of any written instructions to their counsel to provide or make accessible such Asbestos Records or other information.

21. This Cooperation Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to any Delaware conflict of law principles that would result in the application of laws of any other jurisdiction.

22. This Cooperation Agreement states the entire agreement among the Asbestos Personal Injury Trust and the Reorganized Debtors with respect to the subject matter hereof, and supersedes all prior representations and agreements among the Parties as to such subject matter. Any modification, waiver, or amendment of any provision of this Cooperation Agreement must be in writing and executed by the Asbestos Personal Injury Trust and the Reorganized Debtors, and no waiver of any term or breach of this Cooperation Agreement shall be deemed a waiver of such term for the future or any subsequent or other breach hereof.



23. This Cooperation Agreement shall be binding upon the Asbestos Personal Injury Trust, the Reorganized Debtors, and their respective successors.

24. This Cooperation Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. Facsimiles or scanned versions of signatures by the Parties shall be treated as originals.

25. The Bankruptcy Court or the District Court, as applicable, shall, to the fullest extent permitted by law, have exclusive jurisdiction over all matters regarding the interpretation, implementation, and enforcement of this Cooperation Agreement.

26. Notices to the Asbestos Personal Injury Trust shall be sent by overnight mail or certified mail, return receipt requested, addressed to:

Maremont Asbestos Personal Injury Trust  
c/o Law Office of Alan B. Rich  
Attn: Alan B. Rich, Esq.  
7324 Gaston Avenue  
Suite 124, LB 430  
Dallas, Texas 75214  
Phone: (214) 744-5100  
Fax: (214) 744-5101  
maremont@alanrichlaw.com

with a copy (which alone will not constitute notice) to:

\_\_\_\_\_  
\_\_\_\_\_

Notices to the Reorganized Debtors shall be sent by overnight mail or certified mail, return receipt requested, addressed to:

\_\_\_\_\_  
\_\_\_\_\_

with copies (which alone will not constitute notice) to:

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IN WITNESS WHEREOF, the Parties have executed this Asbestos Records Cooperation Agreement, effective as of the Effective Date of the Plan.

**ASBESTOS PERSONAL INJURY TRUST**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MAREMONT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MAREMONT EXHAUST PRODUCTS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**AVM, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**FORMER RIDE CONTROL OPERATING COMPANY, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

CERTIFICATION

I, \_\_\_\_\_ as a duly authorized representative of the Reorganized Debtors, provide this Certification pursuant to Section 9 of the Asbestos Records Cooperation Agreement (the "Cooperation Agreement").<sup>1</sup>

I certify that on \_\_\_\_\_, the Asbestos Personal Injury Trust delivered a request to the Reorganized Debtors for the following Asbestos Records: \_\_\_\_\_ (the "Requested Records").

I further certify that the Reorganized Debtors used reasonable efforts to meet the requirements of the Cooperation Agreement to locate and identify the Requested Records including \_\_\_\_\_.

I further certify that to the extent the Reorganized Debtors were able to locate and identify the Requested Records that they were provided to the Asbestos Personal Injury Trust on \_\_\_\_\_. No other documents were located or identified following the search.

\_\_\_\_\_  
Name:  
Title:

<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Cooperation Agreement.

**Amended Exhibit I**

**Names and Affiliations of Future Claimants' Representative, Asbestos Personal Injury Trustee, and Members of the Asbestos Personal Injury Trust Advisory Committee**

**Names and Affiliations of Future Claimants' Representative, Asbestos Personal Injury Trustee, and Member of the Asbestos Personal Injury Trust Advisory Committee**

**Future Claimants' Representative – James L. Patton, Jr.**

James L. Patton, Jr., Esq., has been proposed as the initial Future Claimants' Representative pursuant to the terms of the Asbestos Personal Injury Trust Agreement. Mr. Patton has extensive experience with asbestos-related personal injury litigation and asbestos-focused bankruptcy cases. He is chairman of the law firm Young Conaway Stargatt & Taylor, LLP ("Young Conaway") and a partner in its Bankruptcy and Corporate Restructuring section. He specializes in corporate restructurings, mass tort insolvencies and complex asbestos bankruptcies, and post-confirmation asbestos settlement trusts. He has been involved in virtually every complex asbestos bankruptcy case in the region, as well as numerous other significant general bankruptcy cases.

Mr. Patton has served as the Future Claimants' Representative for the Celotex Asbestos Settlement Trust since May 8, 2006. He has also served as the Future Claimants' Representative in In re Leslie Controls, Inc., Case No. 10-12199 (Bankr. D. Del.) following his appointment on July 12, 2010, In re United Gilsonite Laboratories, Case No. 5:11-bk-02032 (RNO) (Bankr. M.D. Pa.) following his appointment on June 30, 2011, and In re Yarway Corp., Case No. 13-11025 (Bankr. D. Del.) following his appointment on April 22, 2013. He continues to serve as the Future Claimants' Representative for the asbestos personal injury settlement trusts established from those cases. Mr. Patton is the proposed future claimants' representative in the pending case of In re The Fairbanks Company, Case No. 18-41768-PWB (Bankr. N.D. Ga.).

Mr. Patton and Young Conaway have represented the Future Claimants' Representatives in connection with numerous asbestos-related bankruptcy cases and post-bankruptcy settlement trusts in multiple jurisdictions. Young Conaway represented the legal representative for future claimants in the asbestos bankruptcy cases for the following entities that reached confirmation: ACandS; Armstrong World Industries, Inc.; Babcock & Wilcox Co.; Celotex Corporation; Durabla Mfg. Company; Federal-Mogul Global, Inc.; Flintkote Company; Global Industrial Technologies, Inc.; Kaiser Aluminum Corporation; Leslie Controls, Inc.; Metex Mfg. Corporation; Mid-Valley, Inc.; North American Refractories Company; Owens Corning; Pittsburgh Corning Corporation; Porter-Hayden Company; Specialty Products Holding Corp.; United Gilsonite Laboratories; USG Corporation; and Yarway Corporation. In addition, Young Conaway represented the legal representative for future claimants exposed to tetrochloroethylene in the bankruptcy case of Met-Coil Systems Corporation.

Mr. Patton and Young Conaway currently represent the legal representative for future claimants in the pending bankruptcy cases of In re Bestwall LLC, Case No. 17-31795 (Bankr. W.D.N.C.), In re Kaiser Gypsum Co., Case No. 16-31602 (Bankr. W.D.N.C.), In re Rapid-Am. Corp., Case No. 13-10687 (Bankr. S.D.N.Y.), and In re Sepco Corp., Case No. 16-50058 (AK) (Bankr. N.D. Ohio).

Young Conaway represents the legal representative for future claimants in connection with asbestos personal injury settlement trusts established from the ACandS, Babcock & Wilcox,

Celotex, Durabla, Federal-Mogul, Flintkote, Global Industrial Techs., Kaiser Aluminum, Leslie Controls, Metex, NARCO, Pittsburgh Corning, Porter-Hayden, Specialty Products Holding Corp., United Gilsonite Labs., and Yarway bankruptcy cases. In addition, Young Conaway represents the legal representative for future claimants in connection with the asbestos and silica settlement trusts established from the Mid-Valley (DII Industries, LLC) bankruptcy case, the legal representative for future claimants in connection with the asbestos settlement trust established from the bankruptcy case of Quigley Company and the legal representative for future claimants in connection with the Met-Coil TCE Trust. Young Conaway also represents the State Insulation Corporation Asbestos Personal Injury Trust.

Mr. Patton and Young Conaway represented the debtor in the asbestos-related chapter 11 case of In re Fuller-Austin Insulation Company, Case No. 98-2038 (JFF) (Bankr. D. Del. 1998), for which a plan was confirmed in 1998.

### **Asbestos Personal Injury Trustee – Alan B. Rich**

Alan B. Rich, Esq., has been proposed as the initial Asbestos Personal Injury Trustee pursuant to the terms of the Asbestos Personal Injury Trust Agreement.

Mr. Rich practices civil appellate law, complex civil litigation, and toxic-tort-related bankruptcy law. He is the Managing Trustee of the G-I Holdings, Inc. Asbestos Personal Injury Settlement Trust, and the Trustee of the APG Asbestos Trust, the Christy Refractories Company, LLC Asbestos Personal Injury Trust, the Geo. V. Hamilton, Inc. Asbestos Trust, and the United Gilsonite Laboratories Asbestos Personal Injury Trust. In addition, he serves as counsel to (a) the Trust Advisory Committees of both the Fuller-Austin Asbestos Settlement Trust and the Swan Asbestos and Silica Trust, and (b) the Asbestos PD Future Claimants' Representative of the WRG Asbestos Property Damages Trust. For several months in 2007, he served on the Trust Advisory Committee of the ARTRA Asbestos Trust.

Mr. Rich has received nine (9) Pro Bono Legal Service Awards from the Dallas Bar Association and Legal Services of North Texas, including the Meritorious and the Distinguished Pro Bono Service Awards. He has been practicing law for more than thirty (30) years.

### **Members of the Asbestos Personal Injury Trust Advisory Committee**

**Beth Gori, Gori Julian & Associates, P.C.** Beth Gori, Esq., has been proposed as an initial member of the Asbestos Personal Injury Trust Advisory Committee. Ms. Gori serves on trust advisory committees for the United Gilsonite Laboratories Asbestos Personal Injury Trust, the Yarway Asbestos Personal Injury Trust, the Metex Asbestos PI Trust, and the Brauer Asbestos Trust. Ms. Gori serves on the asbestos claimants committees in In re Bestwall LLC, Case No. 17-31795 (Bankr. W.D.N.C.), In re Sepco Corp., Case No. 16-50058 (AK) (Bankr. N.D. Ohio), and In re Kaiser Gypsum Co., Case No. 16-31602 (Bankr. W.D.N.C.).

Ms. Gori is a partner at Gori Julian & Associates, P.C. She practices law in the areas of asbestos litigation and personal injury litigation, and is admitted to practice law in Missouri (1999), Illinois (2000), and the U.S. District Court Southern District of Illinois (2000). Ms. Gori received her undergraduate degree from State University of New York at Buffalo (B.A. 1995)

and attended Saint Louis University School of Law (J.D., 1999). She is a member of the American Bar Association, Illinois Bar Association, and the Madison County Bar Association.

**Perry Browder, Simmons Hanly Conroy LLC.** Perry Browder, Esq., has been proposed as an initial member of the Asbestos Personal Injury Trust Advisory Committee. Mr. Browder serves on the trust advisory committees for the ASARCO Asbestos Personal Injury Settlement Trust, the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, the Bondex Trust, the Quigley Company, Inc. Asbestos Personal Injury Trust, the Geo. V. Hamilton, Inc. Asbestos Trust, and the Brauer 524(g) Asbestos Trust. Mr. Browder has been proposed to serve on the trust advisory committee in In re Duro Dyne Nat'l Corp., Case No. 18-27963 (MBK) (Bankr. D.N.J.), In re Sepco Corp., Case No. 16-50058 (AK) (Bankr. N.D. Ohio), In re Kaiser Gypsum Co., Case No. 16-31602 (Bankr. W.D.N.C.), and In re Oakfabco, Inc., Case No. 15-27062 (Bankr. N.D. Ill.). Mr. Browder has also served on numerous asbestos committees.

Mr. Browder is the chair of the Asbestos Group and a shareholder at Simmons Hanly Conroy LLC, a law firm with Illinois offices in Alton and Chicago. His current practice focuses on mesothelioma, asbestos, toxic tort, and personal injury law. His former practice included defense work, working as a states attorney and in legal aid. Mr. Browder received his undergraduate degree from Bradley University (B.S.) and his Juris Doctor from Valparaiso University School of Law. Mr. Browder was admitted to practice law in Illinois in 1988.

Mr. Browder's ISBA activities include the following: Board of Governors (2017 – present); current president, Illinois Bar Foundation; current member, Tort Law Section (2012 – present) and Board Liaison Privacy and Information Security Law (2017 – present); founding member, Lincoln Legacy Society; past member, CLE Section and Judicial Advisory Evaluations; former co-chair, Illinois Bar Foundation Gala; ISBA Speaker; Gold Fellow; and Pillar of the Foundation member, IBF.

Other activities of Mr. Browder include: former president, Illinois Trial Lawyers Association; Founder's Circle Member, American Association for Justice; member, Madison County Bar Association, Alton/Wood River Bar Association, and the American Bar Association. Mr. Browder has served as a speaker at the following events: HarrisMartin, Perrin, Plaintiffs Asbestos Litigation Seminar, and ITLA conferences, and speaker for Valparaiso and other events. Mr. Browder has received the following awards: Super Lawyers, Illinois Super Lawyer (2011-present); Best Lawyer in America, Personal Injury Litigation – Plaintiffs (2013 – present); Best Lawyers "Lawyer of the Year" in Personal Injury Litigation – Plaintiffs in St. Louis (2015); and AV-Rating, Martindale-Hubbell.

**Armand J. Volta, Jr., Law Offices of Peter Angelos, P.C.** Armand J. Volta, Jr., Esq., has been proposed as an initial member of the Asbestos Personal Injury Trust Advisory Committee. Mr. Volta serves on the trust advisory committees for the ACandS Asbestos Settlement Trust, the Owens Corning Fibreboard Asbestos Personal Injury Trust, the Plibrico Asbestos Trust, the Porter Hayden Bodily Injury Trust, the Wallace & Gale Asbestos Settlement Trust, the APG Asbestos Trust, the Quigley Company, Inc. Asbestos Personal Injury Trust, the United States Mineral Products Company Asbestos Personal Injury Settlement Trust, and the Hercules Chemical Company, Inc Asbestos Settlement Trust. Mr. Volta serves on the asbestos



claimants' committees in In re Bestwall LLC, Case No. 17-31795 (Bankr. W.D.N.C.) and In re Kaiser Gypsum Co., Case No. 16-31602 (Bankr. W.D.N.C.).

Mr. Volta practices law in the areas of products liability, toxic torts, and personal injury litigation, and has negotiated asbestos claims for the Law Offices of Peter Angelos, P.C. since 1998. Mr. Volta has served as Plaintiffs' Liaison Counsel in asbestos litigation in Maryland since 1985. Mr. Volta is admitted to practice law in Maryland (1980), the U.S. District Court for the District of Maryland (1981), the District of Columbia (1989), the U.S. Supreme Court (1991), and New York (2000). Mr. Volta received his undergraduate degree from Frostburg State College (B.A., 1977) and received his Juris Doctor from the University of Baltimore (J.D., 1979). Mr. Volta is a member of the following organizations: The Bar Association of Baltimore City, the Baltimore County, Maryland State and American Bar Associations, the District of Columbia Bar, and the American Association for Justice. He was named as a top 100 lawyer in 2017.

**John D. Cooney, Cooney & Conway.** John D. Cooney, Esq., has been proposed as an initial member of the Asbestos Personal Injury Trust Advisory Committee. Mr. Cooney serves on the trust advisory committees for the Owens Corning Fibreboard Asbestos Personal Injury Trust, the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, the WRG Asbestos PI Trust, the United States Gypsum Asbestos Personal Injury Settlement Trust, the ACandS Asbestos Settlement Trust, the Armstrong World Industries Asbestos Trust, the Babcock & Wilcox Asbestos Trust, the Kaiser Asbestos Personal Injury Trust, the Plibrico Asbestos Trust, the Combustion Engineering 524(g) Asbestos PI Trust, the DII Industries, LLC Asbestos PI Trust, the Motors Liquidation Company Asbestos PI Trust, the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, the Bondex Trust, the ASARCO Asbestos Personal Injury Settlement Trust, the ARTRA Asbestos Trust, the North American Refractories Company Asbestos Personal Injury Settlement Trust, the Federal Mogul Asbestos Personal Injury Trust, the Congoleum Plan Trust, the Yarway Asbestos Personal Injury Trust, and the Quigley Company, Inc. Asbestos Personal Injury Trust.

Mr. Cooney has previously served or currently serves on the asbestos claimants committee or unsecured creditors' committee in the following cases: In re Owens Corning, Case No. 00-03837 (JKF) (Bankr. D. Del.), In re G-I Holdings Inc., Case No. 01-30135 (RG) (Bankr. D.N.J.), In re W. R. Grace & Co., Case No. 01-1139 (JKF) (Bankr. D. Del.), In re USG Corp., Case No. 01-02094 (KG) (Bankr. D. Del.), In re ACandS, Inc., Case No. 02-12687 (JKF) (Bankr. D. Del.), In re Armstrong World Indus., Inc., Case No. 00-4471 (JKF) (Bankr. D. Del.), In re Global Indus. Tech., Inc., Case No. 02-21626 (JKF) (Bankr. W.D. Pa.), In re Kaiser Aluminum Corp., Case No. 02-10429 (JKF) (Bankr. D. Del.), In re Plibrico Co., Case No. 02-09952 (Bankr. N.D. Ill.), In re Combustion Eng'g, Inc., Case No. 03-10495 (JKF) (Bankr. D. Del.), In re Mid-Valley, Inc., Case No. 03-35592 (JKF) (Bankr. W.D. Pa.), In re Motors Liquidation Co., Case No. 09-50026 (REG) (Bankr. S.D.N.Y.), In re T H Agriculture & Nutrition, L.L.C., Case No. 08-14692 (REG) (Bankr. S.D.N.Y.), In re Specialty Prods. Holding Corp., Case No. 10-11780 (PJW) (Bankr. D. Del.), In re Garlock Sealing Tech. LLC, Case No. 10-31607 (Bankr. W.D.N.C.), In re Leslie Controls, Inc., Case No. 10-12199 (CSS) (Bankr. D. Del.), In re Metex Mfg. Corp., Case No. 12-14554 (CGM) (Bankr. S.D.N.Y.), In re Rapid-Am. Corp., Case No. 13-10687 (Bankr. S.D.N.Y.), In re Yarway Corp., Case No. 13-11025 (BLS) (Bankr. D. Del.), In re Quigley Co., Case No. 04-15739 (SMB) (Bankr. S.D.N.Y.), In re Federal-

Mogul Global Inc., Case No. 01-10578 (JKF) (Bankr. D. Del.), In re Kaiser Gypsum Co., Case No. 16-31602 (JCW) (Bankr. W.D.N.C.), and In re Bestwall LLC, Case No. 17-31795 (Bankr. W.D.N.C.).

Mr. Cooney is a partner in the Chicago law firm of Cooney and Conway, which is dedicated to trial litigation. He is a Past President-Elect of the Illinois Trial Lawyers Association, and a governor emeritus of the American Association for Justice. Mr. Cooney was the founding chairman of the Mass Torts Litigation Committee of the American Bar Association. He holds a Bachelor of Arts Degree from the College at Georgetown University (1976), and a Juris Doctor from Loyola University of Chicago School of Law (1979).

**Marcus E. Raichle, Jr., Maune Raichle Hartley French & Mudd, LLC.** Marcus E. Raichle, Jr., Esq., has been proposed as an initial member of the Asbestos Personal Injury Trust Advisory Committee. Mr. Raichle serves on the asbestos claimants committees in the following cases: In re Bestwall LLC, Case No. 17-31795 (Bankr. W.D.N.C.), In re Fraser's Boiler Service, Inc., Case No. 18-41245 (Bankr. W.D.W.A.), and In re The Fairbanks Company, Case No. 18-41768-PWB (Bankr. N.D. Ga.).

Mr. Raichle is a founding partner at Maune Raichle Hartley French & Mudd. Since 1994 he has practiced exclusively in the area of asbestos litigation. Since 2000, his experience has involved only the litigation of asbestos cases involving mesothelioma claims. Prior to his work in asbestos litigation from 1992 to 1994, he served as the Legal Assistant for the ACLU of Eastern Missouri. Mr. Raichle is admitted to practice law in Missouri (1993), Illinois (1995), Oklahoma (1992), Indiana (1997), the United States District Court for the Southern District of Illinois (1995), and the United States District Court for the Southern District of Indiana (1998).

Mr. Raichle received his undergraduate degree from Washington University in St. Louis (B.A., 1988) and attended the University of Tulsa College of Law (J.D., 1992). He is a member of the American Bar Association, American Association for Justice (Co-Chair of the AAJ Asbestos Litigation Group), the Illinois Bar Association, the Illinois Trial Lawyers Association (Member of the ITLA Board of Governors), the Missouri Bar Association, the Bar Association of Metropolitan St. Louis, and the Madison County Bar Association.

**Exhibit J**

**Assumed Executory Contract and Unexpired Lease List**

**Assumed Executory Contract and Unexpired Lease List<sup>1</sup>**

Counterparty Name	Notice Address(es)	Contract/Lease Description
<i>Executory Contracts to be assumed in accordance with Article V of the Plan and assigned to the Asbestos Personal Injury Trust:</i>		
DolgenCorp, LLC, a Kentucky limited liability company	100 Mission Ridge Goodlettsville, TN 37072 Attn: Lease Administration	Lease, dated May 19, 2017
<i>Executory Contracts to be assumed and assigned to Responsible Meritor Affiliate (as defined in the Plan) in accordance with the Environmental Assumption and Indemnification Agreement, attached to the Plan as <u>Exhibit G</u>:</i>		
Hardage Site Remedy Corporation Trust	15213 180th Street Lindsay, OK 73052 Attn: Mark Kamilow  Spencer Fane LLP 1000 Walnut Street, Suite 1400 Kansas City, MO 64106 Attn: Pete Mirakian III	Judgment and Order, <i>United States v. Hardage</i> , Case No. CIV-86-1401-W (W.D. Okla.), dated August 9, 1990, as modified pursuant to order dated April 24, 1999
Great American E&S Insurance Company	Great American Insurance Company Attention: Claims 397 Eagleview Blvd., Suite 100 Exton, PA 19341	Closure and Post-Closure Financial Assurance Policy, Solid Waste Management Facility(ies)
Oklahoma Department of Environmental Quality	P.O. Box 1677 Oklahoma City, OK 73101-1677 Attn: Stephen Baldrige	Consent Order for Site Characterization and Risk-Based Remediation with Oklahoma Department of Environmental Quality, dated August 26, 2014
Platt Saco Lowell Corporation	McCall Environmental, P.A. 100 Tower Drive, Unit 16 Greenville, South Carolina 29607 Attn: Eugene C. McCall, Jr., Easley Trust Co-Trustee	Easley Site Trust Agreement between Maremont Corporation and Platt Saco Lowell Corporation, dated October 13, 1992

<sup>1</sup> The fact that a contract or lease is listed on this Exhibit J shall not constitute or be construed to constitute an admission: (a) as to the executory or non-executory nature of such contract or lease within the meaning of section 365 of the Bankruptcy Code, (b) as to the existence or validity of any claims held by the counterparty or counterparties to such contract or lease, or (c) that the Debtors or any successor in interest to the Debtors (including any of the Reorganized Debtors) has any liability thereunder.

<p>South Carolina Department of Health and Environmental Control</p>	<p>Bureau of Land and Waste Management – Voluntary Cleanup Program                  South Carolina Department of Health and Environmental Control                  2600 Bull Street                  Columbia, SC 29201                  Attn: Regan Rahn and Robert Hodges</p>	<p>Voluntary Cleanup Contract 05-5626-RP, In the Matter of AVM, Inc. Marion Facility, Marion County and AVM, Inc., dated March 2, 2006</p>
<p><b><i>Conditional Assumption: To the extent that FFIC elects to be treated as Settling Insurer (as defined in the Plan), the FFIC Agreement shall be assumed as amended (as defined in the Plan, the FFIC Amendment) and assigned to the Asbestos Personal Injury Trust in accordance with Section IV.D of the Plan. To the extent FFIC does not elect to be treated as a Settling Insurer, the Debtors reserve the right to reject the FFIC Agreement pursuant to Section V.A of the Plan.</i></b></p>		
<p>Fireman’s Fund Insurance Company</p>	<p>Director, Asbestos Claims                  Fireman’s Fund Insurance Companies                  Historical Claims Department                  777 San Marin Drive                  Novato, California 94998-3400</p>	<p>Confidential Settlement Agreement and Release, dated November 15, 2010</p>

**Exhibit K**

**Reorganized Maremont's Bylaws**

BYLAWS

OF

**MAREMONT CORPORATION**  
(hereinafter called the “**Corporation**”)

ARTICLE I  
MEETINGS OF STOCKHOLDERS

Section 1.1. Place of Meetings. Meetings of the stockholders of the Corporation for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the board of directors of the Corporation (the “**Board**”). The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communications as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware, as amended (the “**DGCL**”).

Section 1.2. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly be brought before the meeting in accordance with these bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof, these “**Bylaws**”) shall be held on such date and at such time as shall be designated from time to time by the Board. The Chairperson of the Board, the President or the Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation (including, without limitation, the terms of any certificate of designation with respect to any series of preferred stock), as amended and restated from time to time (the “**Certificate of Incorporation**”), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called only by the Chairperson of the Board, the President or the Board. At a special meeting of stockholders, only such business shall be conducted as shall be specified in the notice of meeting. The Board may postpone, reschedule or cancel any special meeting of stockholders previously called by any of them.

Section 1.4. Notice. Whenever stockholders of the Corporation are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law or the Certificate of Incorporation, written notice of any meeting shall be given either personally, by mail or by electronic transmission (if permitted under the circumstances by the DGCL) not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail with postage thereon prepaid, addressed to

the stockholder at the stockholder's address as it appears on the stock transfer books of the Corporation. If notice is given by means of electronic transmission, such notice shall be deemed to be given at the times provided in the DGCL. Any stockholder may waive notice of any meeting before or after the meeting. The attendance of a stockholder at any meeting shall constitute a waiver of notice at such meeting, except where the stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders need be specified in any waiver of notice unless so required by law.

Section 1.5. Adjournments. Any meeting of stockholders of the Corporation may be adjourned from time to time to reconvene at the same or some other place, if any, by holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, though less than a quorum, or by the chairperson of the meeting or any officer entitled to preside at or to act as secretary of such meeting, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 1.4 of these Bylaws shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.6. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to such vote. If a quorum shall not be present or represented at any meeting of stockholders, the chairperson of the meeting, any officer entitled to preside at or to act as secretary of such meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 1.5 of these Bylaws, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 1.7. Voting.

(a) Matters Other Than Election of Directors. Any matter brought before any meeting of stockholders of the Corporation, other than the election of



directors, shall be decided by the affirmative vote of the holders of a majority of the voting power of the Corporation's capital stock present in person or represented by proxy at the meeting and entitled to vote on such matter, voting as a single class, unless the matter is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Except as provided in the Certificate of Incorporation, every stockholder having the right to vote shall have one vote for each share of stock having voting power registered in such stockholder's name on the books of the Corporation. Such votes may be cast in person or by proxy as provided in Section 1.10 of these Bylaws. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) Election of Directors. Except as provided in Section 2.7 of these Bylaws, election of directors at all meetings of the stockholders at which directors are to be elected shall be by a plurality of the votes cast.

Section 1.8. Voting of Stock of Certain Holders. Shares of stock of the Corporation standing in the name of a deceased person, a minor, an incompetent or a debtor in a case under Title 11, United States Code, and entitled to vote may be voted by an administrator, executor, guardian, conservator, debtor-in-possession or trustee, as the case may be, either in person or by proxy, without transfer of such shares into the name of the official or other person so voting. A stockholder whose shares of stock of the Corporation are pledged shall be entitled to vote such shares, unless on the transfer records of the Corporation such stockholder has expressly empowered the pledgee to vote such shares, in which case only the pledgee, or the pledgee's proxy, may vote such shares.

Section 1.9. Treasury Stock. Shares of stock of the Corporation belonging to the Corporation, or to another corporation a majority of the shares entitled to vote in the election of directors of which are held by the Corporation, shall not be voted at any meeting of stockholders of the Corporation and shall not be counted in the total number of outstanding shares for the purpose of determining whether a quorum is present. Nothing in this Section 1.9 shall limit the right of the Corporation to vote shares of stock of the Corporation held by it in a fiduciary capacity.

Section 1.10. Proxies. Each stockholder entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for such stockholder by proxy filed with the Secretary before or at the time of the meeting. No such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Section 1.11. Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all

shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded.

Section 1.12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or have prepared and made, at least ten (10) days before every meeting of stockholders of the Corporation, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1.12 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available on to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 1.13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders of the Corporation or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 1.13 at the adjourned meeting.

Section 1.14. Organization and Conduct of Meetings. The Chairperson of the Board shall act as chairperson of meetings of stockholders of the Corporation (the “**Chairperson of the Meeting**”). The Board may designate any other director or officer of the Corporation to act as Chairperson of the Meeting in the absence of the Chairperson of the Board, and the Board may further provide for determining who shall act as Chairperson of the Meeting in the absence of the Chairperson of the Board and such designee. If the Chairperson of the Board is absent and the Board has not designated a replacement for Chairperson of the Meeting, the Vice Chairperson of the Board, if any, or in the absence of the foregoing person, the President, if any, or in the absence of the foregoing person, a Vice President of the Company, if any, or in the absence of the foregoing person, the Secretary, or in the absence of the foregoing person, a chairperson chosen at such meeting by the holders of a majority of the shares present or represented at such meeting, shall serve as the Chairperson of the Meeting. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants. Except to the extent inconsistent with the rules and regulations as adopted by the Board, the Chairperson of the Meeting shall have the right and authority to convene and (for any or no reason) to recess or adjourn the meeting to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson of the Meeting, are appropriate for the proper conduct of the meeting. Except to the extent determined by the Board or the Chairperson of the Meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary of the Corporation, or in the Secretary’s absence an Assistant Secretary, shall act as secretary of the meeting of stockholders, but if neither the Secretary nor an Assistant Secretary is present, the Chairperson of the Meeting shall appoint any person present to act as secretary of the meeting.

Section 1.15. Inspectors of Election. In advance of any meeting of stockholders of the Corporation, the Chairperson of the Board, the President or the Board, by resolution, may, but need not, appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the Chairperson of the Meeting may, but need not, appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector’s ability. The inspector (if any) shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

ARTICLE II  
DIRECTORS

Section 2.1. Number; Term. The Board shall consist of one or more members. Unless the Certificate of Incorporation fixes the number of directors, the number of directors shall be fixed, from time to time, exclusively by the Board, subject to any limitations in any stockholder agreement or the rights of the holders of preferred stock with respect to the election of directors, if any. Each director shall hold office until the next annual meeting of stockholders and until a successor is duly elected and qualified or until the director's death, resignation, disqualification or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

Section 2.2. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation required to be exercised or done by the stockholders.

Section 2.3. Meetings; Order of Business; Place of Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as may from time to time be determined by the Board. Special meetings of the Board may be called by the Chairperson of the Board (if there be one), the President or the Board and shall be held at such place, on such date and at such time as he, she or it shall specify. At all meetings of the Board, business shall be transacted in such order as shall from time to time be determined by the Chairman of the Board (if any), or by resolution of the Board. The Board may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware or within or without the United States of America, as the Board of Directors may from time to time determine by resolution.

Section 2.4. Notice. Notice of any meeting of the Board stating the place, date and time of the meeting shall be given to each director by mail posted not less than five (5) days before the date of the meeting, by nationally recognized overnight courier deposited not less than two (2) days before the date of the meeting or by email, facsimile or other means of electronic communication delivered or sent not less than twenty-four (24) hours before the date and time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. If mailed or sent by overnight courier, such notice shall be deemed to be given at the time when it is deposited in the United States mail with first class postage prepaid or deposited with the overnight courier. Notice by facsimile or other electronic transmission shall be deemed given when the notice is transmitted. Any director may waive notice of any meeting before or after the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting unless so required by law.

Section 2.5. Chairperson of the Board. The Chairperson of the Board shall be chosen from among the directors and may be the President. Except as otherwise provided by law, the

Certificate of Incorporation or these Bylaws, the Chairperson of the Board shall preside at all meetings of stockholders and of the Board. The Chairperson of the Board shall have such other powers and duties as may from time to time be assigned by the Board.

Section 2.6. Organization. At each meeting of the Board, the Chairperson of the Board, or, in the Chairperson's absence, a director chosen by a majority of the directors present, shall act as chairperson. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all assistant secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.6. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 2.7. Newly Created Directorships and Vacancies. Any newly created directorships and any vacancies on the Board shall be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A director so elected shall hold office until the earlier of the expiration of the term of the director whom he or she has replaced, the proper election and qualification of a successor or that director's death, resignation, disqualification or removal.

Section 2.8. Quorum and Action at Meeting. At all meetings of the Board, a majority of directors constituting the Board shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law or by these Bylaws.

Section 2.9. Actions of the Board by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings of the Board or committee.

Section 2.10. Telephonic Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.10 shall constitute presence in person at such meeting.

Section 2.11. Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation and, to the extent permitted by law, to have and exercise such authority as may be provided for in the resolutions creating such committee, as such resolutions may be amended from time to time. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. Each committee shall keep regular minutes and report to the Board when required. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to fill vacancies in, to change the membership of or to dissolve any such committee.

Section 2.12. Compensation. The Board shall have the authority to fix the compensation of directors. The directors shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board or any committee thereof and may be paid a fixed sum for attendance at each such meeting and an annual retainer or salary for service as director or committee member, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who are full-time employees of the Corporation shall not receive any compensation for their service as director.

Section 2.13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

### ARTICLE III OFFICERS

Section 3.1. General. The officers of the Corporation shall be chosen by the Board and shall be a President, and a Secretary. The Board, in its discretion, may also choose a Chairperson

of the Board (who must be a director), a Vice Chairperson of the Board (who must be a director), a Treasurer, one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers as the Board from time to time may deem appropriate. Any two or more offices may be held by the same person. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairperson of the Board or the Vice Chairperson of the Board, need such officers be directors of the Corporation.

Section 3.2. Election; Term. The Board shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the Board, either with or without cause. Any officer may resign upon notice given in writing or electronic transmission to the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event. Any vacancy occurring in any office of the Corporation shall be filled in the manner prescribed in this Article III.

Section 3.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any other officer authorized to do so by the Board, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 3.4. President. The President shall, subject to the control of the Board, have general supervision over the business of the Corporation and shall direct the affairs and policies of the Corporation. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board.

Section 3.7. Secretary. The Secretary shall give the requisite notice of meetings of stockholders and directors and shall record the proceedings of such meetings and, besides the Secretary's powers and duties prescribed by law, shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

Section 3.8. Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

Section 3.9. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board in accordance with these Bylaws.

Section 3.10. Vacancies. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors in accordance with these Bylaws.

#### ARTICLE IV STOCK

Section 4.1. Stock Certificates and Issuance of Stock. The shares of the Corporation shall be represented by certificate, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Company by any two authorized officers of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. Uncertificated shares shall be transferable only on the books of the Corporation by the holder thereof in person or by attorney upon presentment of proper evidence of succession, assignation or authority to transfer in accordance with the customary procedures for transferring shares in uncertificated form. Unless otherwise voted by the stockholders and made subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the Corporation or the whole or any part of any issued, authorized capital stock of the Corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

Section 4.2. Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the close of business on the day on which the Board adopts the resolution relating thereto.

Section 4.3. Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 4.4. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.



Section 4.5. Lost, Stolen or Destroyed Certificates. The Corporation, may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the President or other authorized officer may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the President or other authorized officer may require for the protection of the Corporation or any transfer agent or registrar.

ARTICLE V  
MISCELLANEOUS

Section 5.1. Contracts. The Board may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other day as may be fixed from time to time by resolution of the Board.

Section 5.4. Corporate Seal. The Company may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 5.5. Offices. The Corporation shall maintain a registered office inside the State of Delaware and may also have other offices outside or inside the State of Delaware. The books of the Corporation may be kept (subject to any applicable law) outside the State of Delaware at the principal executive offices of the Corporation or at such other place or places as may be designated from time to time by the Board.

Section 5.6. Conflict with Certificate of Incorporation. These Bylaws are adopted subject to the Certificate of Incorporation. Whenever these Bylaws may conflict with the Certificate of Incorporation, such conflict shall be resolved in favor of the Certificate of Incorporation.

Section 5.7. Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by telegraph, facsimile transmission, electronic mail, or any other available method, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.

ARTICLE VI  
AMENDMENTS

These Bylaws may be adopted, amended, altered or repealed by the Board or by the stockholders of the Corporation by the affirmative vote of the holders of at least 75% of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

\* \* \*

Adopted as of: \_\_\_\_\_, 2019

**Exhibit L**

**Reorganized Maremont's Certificate of Incorporation**

CERTIFICATE OF INCORPORATION

OF

**MAREMONT CORPORATION**

FIRST: The name of the corporation (which is hereinafter referred to as the “**Corporation**”) is MAREMONT CORPORATION.

SECOND: The address of the Corporation’s registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of the Corporation’s registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “**DGCL**”).

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have the authority to issue is 1,000 shares of common stock with a par value of \$0.01 per share.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, make, alter or repeal the By-laws of the Corporation, subject to any specific limitation on such power contained in any By-laws adopted by the stockholders. Elections of directors need not be by written ballot, except and to the extent provided in the By-laws of the Corporation.

SIXTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for such liability as is expressly not subject to limitation under the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended to further limit or eliminate such liability. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of director of the Corporation existing at the time of such repeal or modification.

SEVENTH: Each person who was a director or officer of the Corporation prior to the Effective Date (as defined in the *Joint Prepackaged Plan of Reorganization of Maremont Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated as of December 4, 2018, as such may be modified, amended, or supplemented (the “**Plan**”)) of the Plan, and each person who served at the request of the Corporation as a director or officer of another enterprise prior to the Effective Date of the Plan, shall be indemnified in accordance with Section VIII.I.2 of the Plan. On and after the Effective Date, the Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation on or

after the Effective Date, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law on and after the Effective Date, and the Corporation may enter into agreements with any such person for the purpose of providing for such indemnification. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**")), or advancement of expenses not paid in full, the Corporation shall be required to indemnify in connection with a Proceeding (or part thereof) commenced by such person only if the commencement of such Proceeding (or part thereof) by such person was authorized in the specific case by the board of directors of the Corporation.

Advancing Expenses. On and after the Effective Date, expenses (including attorneys' fees) incurred by a present or former director or officer of the Corporation in defending a civil, criminal, administrative or investigative action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation on or after Effective Date (or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized by relevant provisions of the DGCL and this Certificate of Incorporation; provided, however, the Corporation shall not be required to advance such expenses to a director or officer (i) who commences any action, suit or proceeding as a plaintiff unless such advance is specifically approved by a majority of the Board or (ii) who is a party to an action, suit or proceeding brought by the Corporation and approved by a majority of the Board that alleges willful misappropriation of corporate assets by such director, disclosure of confidential information in violation of such director's fiduciary or contractual obligations to the Corporation, or any other willful and deliberate breach in bad faith of such director's duty to the Corporation or its stockholders. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of a Proceeding, or advancement of expenses not paid in full, the Corporation shall be required to indemnify in connection with a Proceeding (or part thereof) commenced by such person only if the commencement of such Proceeding (or part thereof) by such person was authorized in the specific case by the board of directors of the Corporation.

Continuing Obligation. The provisions of this Article VII shall be deemed to be a contract between the Corporation and each director of the Corporation who serves in such capacity at any time while this Certificate of Incorporation is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Nonexclusive. The indemnification and advancement of expenses provided for under this Article VII shall (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue unto a person who has ceased to be a director and (iii) inure to the benefit of the heirs, executors and administrators of such a person.

Other Persons. In addition to the indemnification rights of directors, officers, employees or agents of the Corporation, the Board in its discretion shall have the power, on behalf of the Corporation, to indemnify any other person made a party to any action, suit or proceeding who the Corporation may indemnify under Section 145 of the DGCL.

Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Definitions. Except as expressly stated otherwise, the phrases and terms set forth in this Article VII shall be given the same meaning as the identical terms and phrases are given in Section 145 of the DGCL, as such section may be amended and supplemented from time to time.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

NINTH: Notwithstanding anything herein to the contrary, the Corporation shall not be authorized to issue nonvoting capital stock of any class, series or other designation to the extent prohibited by section 1123(a)(6) of title 11 of the United States Code (the “**Bankruptcy Code**”); provided, however, that the foregoing restriction shall (i) have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code, (ii) only have such force and effect for so long as such section 1123(a)(6) is in effect and applies to the Corporation, and (iii) be deemed void or eliminated if required under applicable law. The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

TENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under § 291 of Title 8 of the Delaware Code or on the application of trustees in

dissolution or of any receiver or receivers appointed for this corporation under § 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

ELEVENTH: To the fullest extent permitted by law, including, without limitation, as provided in Section 115 of the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, and unless the Corporation consents in writing to the selection of an alternative forum, any or all claims to which the Corporation, a current or former director or officer thereof, or a current or former stockholder thereof is a party shall be brought solely and exclusively in any or all of the courts in the State of Delaware.

THE UNDERSIGNED, being an authorized person on behalf of the Corporation, has executed this Certificate on [●].

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Name: [●]

Title: [●]

**Exhibit M**

**List of Members of Reorganized Maremont Board and Reorganized Subsidiary Board,  
and List of Officers of Reorganized Maremont and Reorganized Subsidiaries**



**Reorganized Maremont Directors and Officers**

Sherman K. Edmiston III

Sole Officer and Director

**Reorganized Subsidiary Directors and Officers**

Sherman K. Edmiston III

Sole Officer and Director

**Background and Nature of Compensation**

Sherman K. Edmiston III is current a director of Maremont, and is the proposed sole officer and director of each of the Reorganized Debtors. Mr. Edmiston was retained as director by Maremont in March 2018 and is not, and has never been, an employee of any of the Debtors or Non-Debtor Affiliates. Mr. Edmiston receives a fixed monthly fee for his services as a director of Maremont.

**Affiliations and Additional Information**

Mr. Edmiston is the Managing Member at HI CapM Advisors, a consulting firm that provides strategic and financial advice to corporations, private equity firms, and hedge funds. In addition to his position as director of Maremont, Mr. Edmiston currently sits on the board of directors of Arch Coal, Inc., Key Energy Services, Inc., Goodman Networks, Inc., Emerald Plantation Holdings, Ltd., Harvey Gulf International Marine, and Holding Company. Mr. Edmiston has formerly served on the board of directors for HCR ManorCare Inc. and JL French Automotive, and as a Chief Restructuring Officer for Xinergy, Ltd.

Prior to his management of HI CapM Advisors, Mr. Edmiston was a Managing Director at Zolfo Cooper LLC, and prior to that, was a Managing Director at Glass & Associates (a Huron Consulting Group company). Mr. Edmiston received his undergraduate degree in engineering from Arizona State University (B.S.) and received a Master of Business Administration degree in finance and accounting from the University of Michigan (M.B.A.).