

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re:	Civil Action No. 09-4371 (JAP)
CONGOLEUM CORPORATION, et al.,	Bankr. Case No. 03-51524
Reorganized Debtors.	Jointly Administered

**NOTICE OF (A) OCCURRENCE OF EFFECTIVE DATE;
(B) SUBSTANTIAL CONSUMMATION OF THE PLAN; AND (C) BAR DATES
FOR CERTAIN ADMINISTRATIVE CLAIMS AND PROFESSIONAL CLAIMS**

PLEASE TAKE NOTICE that:

- 1. Confirmation of the Plan.** Congoleum Corporation and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors” and, as a reorganized entity after emergence, “Reorganized Debtors” or “Reorganized Congoleum”), hereby give notice that, on June 7, 2010 (the “Confirmation Date”), the Honorable Joel A. Pisano, at the United States District Court for the District of New Jersey (the “District Court”), entered an order (the “Confirmation Order”) confirming the Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of Congoleum Corporation, *et al.* the Official Asbestos Claimants Committee, the Official Committee of Bondholders for Congoleum Corporation, *et al.*, and the Futures Representative dated as of March 11, 2010 (as amended, the “Plan”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.
- 2. Effective Date.** Pursuant to the Confirmation Order, Reorganized Congoleum hereby certifies and gives notice that the Plan became effective in accordance with its terms, and the Effective Date occurred as of **July 1, 2010**. All conditions contained in Section 10.2 of the Plan have been satisfied or waived.
- 3. Substantial Consummation.** Reorganized Congoleum hereby gives notice that, pursuant to § 1102(2) of the Bankruptcy Code, the Plan has been substantially consummated.
- 4. Discharge of Liability.** Except as specifically provided in the Plan, the Plan Documents or in the Confirmation Order, as of the Effective Date, pursuant to § 1141(d)(1)(A) of the Bankruptcy Code, the Debtors and Reorganized Congoleum are discharged from any and all Claims of any nature whatsoever and Demands including, without limitation, any Claims, demands and liabilities that arose before Confirmation, and all debts of the kind specified in § 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such Claim was filed or deemed filed under § 501 of the Bankruptcy Code, or such Claim was listed on the Schedules of the Debtors, (b) such Claim is or was Allowed under § 502 of the Bankruptcy Code, or (c) the holder of such Claim has voted on or accepted the Plan. Except as specifically provided in the Plan or Plan Documents, the rights that are provided in the Plan as of the Effective Date shall be in exchange for and in complete satisfaction, settlement and discharge of all Claims (including without limitation Asbestos Claims) or Demands against, Liens on, and interests in the Debtors or Reorganized Congoleum or any of their assets or Properties.
- 5. Asbestos Channeling Injunction.** The sole recourse of the holder of a Plan Trust Asbestos Claim or Demand on account of such Claim or Demand or of a Person that had or could have asserted an Asbestos Claim or Demand shall be to the Plan Trust pursuant to the provisions of the Asbestos Channeling Injunction, the Plan, the Plan Trust Agreement and the TDP, and such holder shall have no right whatsoever at any time to assert its Plan Trust Asbestos Claim or Demand against the Debtors, Reorganized Congoleum, any other Protected Party, or any property or interest in property of the Debtors, Reorganized Congoleum, or any other Protected Party. Without limiting the foregoing, from and after the Effective Date, the Asbestos Channeling Injunction shall apply to all present and future holders of Plan Trust Asbestos Claims and Demands, and all such holders shall be permanently

and forever stayed, restrained, and enjoined from taking any of the following actions for the purpose of, directly or indirectly, collecting, recovering, or receiving payment of, on, or with respect to any Plan Trust Asbestos Claims and Demands, other than from the Plan Trust in accordance with the Asbestos Channeling Injunction and pursuant to the Plan, the Plan Trust Agreement and the TDP:

- (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interests in property of any Protected Party;
- (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;
- (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance against any Protected Party, or any property or interests in property of any Protected Party;
- (d) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; and
- (e) proceeding in any manner in any place with regard to any matter that is subject to resolution pursuant to the Plan Trust, except in conformity and compliance with the Plan, the Plan Trust Agreement and the TDP.

For purposes of the Asbestos Channeling Injunction, the Protected Parties shall consist of all of the following:

- (i) the Debtors and Reorganized Congoleum;
- (ii) any Entity that, pursuant to the Plan or after the Confirmation Date, becomes a direct or indirect transferee of, or successor to, the Plan Trust or the Debtors;
- (iii) the Persons designated on Exhibit F to the Plan as current distributors of the product lines currently manufactured, sold or otherwise produced by Congoleum; or
- (iv) each Settling Asbestos Insurance Company designated on Exhibit H to the Plan.

Any right, claim or cause of action that an Asbestos Insurance Company may have been entitled to assert against a Settling Asbestos Insurance Company based on or relating to Asbestos Claims shall be channeled to and become a right, claim or cause of action as an offset claim against the Plan Trust and not against the Settling Asbestos Insurance Company in question and all persons, including any Asbestos Insurance Company, shall be enjoined from asserting any such right, claim or cause of action against a Settling Asbestos Insurance Company.

6. ***Anti-Suit Injunction.*** With respect to any Settling Asbestos Insurance Company, as of the Effective Date, the Plan shall operate as an injunction, pursuant to § 105(a) of the Bankruptcy Code, permanently and forever prohibiting and enjoining the commencement, conduct or continuation of any action or cause of action, whether known or unknown, the employment of process or any act to collect, recover from or offset any non-asbestos claim, Claim or demand against any Settling Asbestos Insurance Company arising out of, relating to, or in connection with an Asbestos Insurance Policy or any other insurance policy or rights under such other insurance policy issued to or insuring the relationship of the relevant Settling Asbestos Insurance Companies with, the relevant Congoleum entities that are insureds under such policies, but such injunction pursuant to § 105(a) of the Bankruptcy Code shall not affect or modify the rights of Persons insured under policies of insurance except to the extent released in an Asbestos Insurance Settlement Agreement and/or enjoined pursuant to any Injunction contained in any order of the Bankruptcy Court or the District Court approving any Asbestos Insurance Settlement Agreement.

7. **Bar Date for Administrative Claims.** All requests for payment of any Administrative Claim (other than a Professional Fee Claim or Substantial Contribution Claim, or an Administrative Claim Allowed by the Plan) against any of the Debtors shall be filed with the Court and served upon counsel to the Debtors, the Bondholders' Committee, the Asbestos Claimants' Committee and the Futures Representative at the addresses set forth in Section 13.25 of the Plan not later than **August 2, 2010 (i.e., thirty (30) days after the Effective Date)** (the "Administrative Claims Bar Date"). If an Entity does not submit a request for payment of an Administrative Expense on or before the Administrative Claims Bar Date, such Entity shall be forever barred from seeking payment of such Administrative Expense from any Reorganized Debtor, or any of its successors or assigns, or out of the property of any of them. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim which is paid or payable by the Debtors or Reorganized Congoleum in the ordinary course of business

8. **Bar Date for Professional Fee Claims.** All final requests for payment of the fees of any professional retained in the Reorganization Cases pursuant to §§ 327, 328, and 1103 of the Bankruptcy Code, or otherwise, for compensation or reimbursement of costs and expenses relating to services rendered on and after the Petition Date and prior to and including the Effective Date, shall be filed and served on Reorganized Congoleum and their counsel no later than **August 30, 2010 (i.e., sixty (60) days after the Effective Date)**, unless otherwise ordered by the District Court (the "Professional Fee Bar Date"). If a Professional or other entity does not submit a request for payment of a Professional Fee Claim on account of services rendered to the Estate on or before the Professional Fee Bar Date, such Entity shall be forever barred from seeking payment of such Professional Fee Claim from any Reorganized Debtor, or any of its successors or assigns, or out of the property of any of them.

9. **Bar Date for Substantial Contribution Claims.** Any Entity who requests compensation or expense reimbursement for making a substantial contribution in the Reorganization Cases pursuant to §§ 503(b)(3), (4) and (5) of the Bankruptcy Code ("Substantial Contribution Claim") must file an application with the clerk of the District Court on or before **August 30, 2010 (i.e., sixty (60) days after the Effective Date)**, (the "Substantial Contribution Bar Date") and serve such application on counsel for Reorganized Congoleum, counsel for the Futures Representative, counsel for the Asbestos Claimants' Committee, counsel for the Bondholders' Committee and on all other parties as otherwise required by the District Court and the Bankruptcy Code, or be forever barred from seeking such compensation or expense reimbursement.

10. **Bar Date for Claims Arising from Rejection of Executory Contracts or Unexpired Leases.** If the rejection by a Debtor, pursuant to the Plan, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor, or the properties of any of them, unless a Proof of Claim is filed with the District Court on or before thirty (30) calendar days following the later of the Confirmation Date or the date of rejection of the executory contract or unexpired lease (the "Rejection Damages Bar Date"). Such Proof of Claim shall be treated in accordance with Section 8.2 of the Plan.

11. **Copies of the Plan and Confirmation Order.** Any party-in-interest who wishes to obtain a copy of the Plan, any Exhibits to the Plan, or the Confirmation Order may view and download such documents on the website of the Debtors' voting agent, Logan & Company, Inc., at www.loganandco.com.

Dated: July 2, 2010

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