

ARTICLE VI

PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

A. No Distribution Pending Allowance.

Notwithstanding any other provision of the Creditors' Plan, no Cash or other property shall be distributed under the Creditors' Plan on account of any Disputed Claim, unless and until such Claim becomes an Allowed Claim.

B. Resolution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, and except as otherwise expressly provided for below, before the Effective Date, the Debtors and the Committee jointly have the right and on an after the Effective Date the PA Committee and the Plan Administrator shall have the exclusive right (except as to applications for allowances of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code) to make and File objections to Claims and shall serve a copy of each objection upon the holder of the Claim to which the objection is made as soon as practicable, but in no event later than one hundred eighty (180) days after the Effective Date; provided, however, that such one hundred eighty (180)-day period may be extended by the Plan Administrator, without any further application to, or approval by, the Bankruptcy Court, for an additional sixty (60) days upon the consent of the PA Committee. From and after the Effective Date, all objections shall be litigated to a Final Order except to the extent the Plan Administrator as directed by the PA Committee elects to withdraw any such objection or the Plan Administrator and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event they may settle, compromise or otherwise resolve any Disputed Claim upon approval of the PA Committee.

C. Estimation.

Before the Effective Date the Debtors, with the approval of the Committee, or the Committee independently, may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Committee have previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including, without limitation, during litigation concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount may constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, before the Effective Date the Debtors, with the approval of the Committee, or the Committee independently, may elect to pursue any supplemental proceedings to object to any ultimate payment of such Claim

and on or after the Effective Date, the Plan Administrator with the approval of the PA Committee. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. On and after the Effective Date, Claims which have been estimated subsequently may be compromised, settled, withdrawn or otherwise resolved by the PA Committee or the Plan Administrator, at the direction of the Committee, without further order of the Bankruptcy Court.

D. Reserve Accounts for Disputed Claims.

On and after the Effective Date, the Plan Administrator shall hold in (a) Disputed Claims Reserve(s), Cash in an aggregate amount sufficient to pay to each holder of a Disputed Claim the amount of Cash that such holder would have been entitled to receive under this Creditors' Plan if such Claim had been an Allowed Claim on the Effective Date, including, without limitation, the unpaid Claims of the GE Entities, until such Claims are Allowed or disallowed.

E. Investment of Disputed Claims Reserves.

The Plan Administrator shall be permitted, from time to time, at the direction of the PA Committee, to invest all or a portion of the Cash in the Disputed Claims Reserves in accordance with the Plan Administration Agreement.

F. Allowance of Disputed Claims.

If, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Plan Administrator shall, on or about the fifteenth Business Day of the first month following the month in which the Claim becomes an Allowed Claim, distribute from the Disputed Claims Reserve(s) to the holder of such Allowed Claim the amount of Cash that such holder would have been entitled to receive under this Creditors' Plan if such Claim had been an Allowed Claim on the Effective Date.

G. Release of Funds from Disputed Claims Reserves.

If at any time or from time to time after the Effective Date, there shall be Cash in the Disputed Claims Reserve(s) in an amount in excess of the applicable maximum remaining payment obligations to the then existing holders of Disputed Claims against the Debtors' Estates under the Creditors' Plan, such excess funds shall become available to the Plan Administrator generally and shall, upon the approval of the PA Committee, be used to satisfy the costs of administering and fully consummating the Creditors' Plan or become Available Cash for distribution in accordance with the Creditors' Plan.

H. Mediation of Disputed Claims.

The automatic stay of section 362 of the Bankruptcy Code shall remain in effect after the Effective Date. The Plan Administrator or the holder of a Disputed Claim may seek to settle, compromise or otherwise resolve any Disputed Claim at any time in accordance with the Creditors' Plan.

ARTICLE VII

ACCEPTANCE OR REJECTION OF THE CREDITORS' PLAN

A. Classes Entitled to Vote.

Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Creditors' Plan is entitled to vote to accept or reject the Creditors' Plan. By operation of law, each unimpaired Class of Claims or Interests is deemed to have accepted this Creditors' Plan and, therefore, is not entitled to vote. Because holders of Claims in Classes that are not entitled to receive or retain any property under the Creditors' Plan are presumed to have rejected the Creditors' Plan, they are not entitled to vote.

B. Acceptance by Impaired Classes.

An Impaired Class of Claims shall have accepted the Creditors' Plan if (i) the holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept the Creditors' Plan, and (ii) the holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept the Creditors' Plan, in each case not counting the vote of any holder designated under section 1126(e) of the Bankruptcy Code.

C. Elimination of Classes.

Any Class that does not contain any Allowed Claims or Interests or any Claims or Interests temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of the commencement of the confirmation hearing, shall be deemed to have been deleted from the Creditors' Plan for purposes of (i) voting to accept or reject the Creditors' Plan and (ii) determining whether it has accepted or rejected the Creditors' Plan under section 1129(a)(8) of the Bankruptcy Code.

ARTICLE VIII

CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF CREDITORS' PLAN

A. Conditions to Confirmation.

The Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Committee.

B. Conditions to Effectiveness.

Effectiveness of the Creditors' Plan is subject to the satisfaction or due waiver of each of the following conditions precedent:

1. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably satisfactory to the Committee;
2. The Confirmation Order shall have become a Final Order;
3. The Plan Administration Agreement, in form reasonably satisfactory to the Committee shall have been executed and delivered and all conditions precedent thereto shall have been satisfied.

C. Waiver of Conditions.

The conditions set forth in the Creditors' Plan can be waived in whole or in part by the Committee, at any time without an order of the Bankruptcy Court.

ARTICLE IX

EFFECT OF CONFIRMATION

A. Binding Effect.

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of the Creditors' Plan shall bind all present and former holders of Claims and Interests in the Debtors and their respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Creditors' Plan and whether or not such holder has accepted the Creditors' Plan.

B. Exculpation and Limitation of Liability.

The Committee and its present or former members, employees, advisors, attorneys, or agents, shall not have nor incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of its respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the administration of the Chapter 11 Cases, the pursuit of confirmation of the Creditors' Plan, or the administration of the Creditors' Plan or the property to be distributed under the Creditors' Plan, except for their willful misconduct or gross negligence.

C. Term of Injunctions or Stays.

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Final Distribution Date.

D. Injunction.

On and after the Confirmation Date, all Persons are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any claim, debt, right or Cause of Action of the Debtors for which the Plan Administrator retain sole and exclusive authority to pursue in accordance with the Creditors' Plan and the Plan Administration Agreement.

ARTICLE X

ADMINISTRATIVE PROVISIONS

A. Retention of Jurisdiction.

Notwithstanding confirmation of the Creditors' Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

(a) To determine the allowability, classification, or priority of Claims and the validity, extent, priority and nonavoidability of consensual and non-consensual liens and other encumbrances;

(b) To issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Creditors' Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Creditors' Plan, the Confirmation Order, or any other order of the Bankruptcy

Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Creditors' Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in Chapter 11 Cases on or before the Effective Date with respect to any Person;

(c) To protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning liens, security interests or encumbrances on any property of the Estates;

(d) To determine any and all applications for allowance of Professional Fee Claims;

(e) To determine any Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(f) To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Creditors' Plan and the making of distributions hereunder;

(g) To determine any and all motions related to the rejection, assumption or assignment of Executory Contracts or Unexpired Leases, or to determine any motion to reject an Executory Contract or Unexpired Lease pursuant to the Creditors' Plan;

(h) To determine all applications, motions, adversary proceedings, including, without limitation, the Committee Litigation, contested matters, actions, and any other litigated matters instituted in and before the closing of the Chapter 11 Cases, including any remands;

(i) To enter a Final Order closing the Chapter 11 Cases;

(j) To modify the Creditors' Plan under section 1127 of the Bankruptcy Code, to remedy any defect, cure any omission, or reconcile any inconsistency in the Creditors' Plan or the Confirmation Order so as to carry out its intent and purposes;

(k) To issue such orders in aid of consummation of the Creditors' Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(l) To enable the Plan Administrator to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or

damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Creditors' Plan;

(m) To enable the Plan Administrator or the Committee, as the case may be, to prosecute or continue to prosecute the Committee Litigation or any Causes of Action.

(n) To determine any tax liability pursuant to section 505 of the Bankruptcy Code;

(o) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(p) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the applicable Claims bar date, the hearing to consider approval of the Creditors' Disclosure Statement or the Confirmation Hearing or for any other purpose;

(q) To resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Chapter 11 Cases;

(r) To authorize sales of assets as necessary or desirable and resolve objections, if any, to such sales;

(s) To resolve any disputes concerning any release of a non-Debtors under the Creditors' Plan or the injunction against acts, employment of process or actions against such non-Debtors arising under the Creditors' Plan;

(t) To approve any distributions, or objections thereto, under the Creditors' Plan;

(u) To approve any Claims settlement entered into or offset exercised by the Plan Administrator;

(v) To resolve any dispute or matter arising under or in connection with the Creditors' Plan or the Plan Administration Agreement; and

(w) To determine such other matters, and for such other purposes, as may be provided in the Confirmation Order or as may be authorized under provisions of the Bankruptcy Code.

B. Notices

All notices or requests in connection with the Creditors' Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

Counsel for the Creditors' Committee:

KRONISH LIEB WEINER & HELLMAN LLP
1114 Avenue of the Americas
New York, New York 10036
Telephone: (212) 479-6000
Facsimile: (212) 479-6275
Attn: Lawrence C. Gottlieb, Esq.
Cathy Herschopf, Esq.

Counsel for the Debtors:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM (ILLINOIS)
333 West Wacker Drive
Chicago, Illinois 60606-1285
Telephone: (312) 407-0700
Facsimile: (312) 407-0411
Attn: John K. Lyons, Esq.

C. No Admissions.

Notwithstanding anything contained in the Creditors' Plan to the contrary, nothing contained in the Creditors' Plan shall be deemed an admission by the Committee with respect to any matter set forth therein, including, without limitation, liability on any Claim or the propriety of a Claim's classification.

D. The Committee.

After the Effective Date, the Committee shall continue in existence for the purpose of prosecuting and resolving the Committee Litigation. Upon the resolution of the Committee Litigation, the Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases.

E. Retiree Committee.

On the Effective Date, the Retiree Committee shall be dissolved and the members thereof shall be released and discharged of and from all other authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases.

F. Effectuating Documents and Further Transactions.

After the Effective Date, the Plan Administrator at the direction of the PA Committee shall be authorized to execute, deliver, file, or record such contracts, instruments, releases and other agreements or documents and take such actions on behalf of the Debtors' Estates as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Creditors' Plan and the Plan Administration Agreement, without any further action by or approval of the Bankruptcy Court.

G. Post-Confirmation Date Fees and Expenses of Professionals.

After the Confirmation Date and before the Effective Date, the Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of the professional persons employed by the Debtors and the Committee in connection with the implementation and consummation of the Creditors' Plan, the claims reconciliation process and any other matters as to which such professionals may be engaged. The fees and expenses of such professionals shall be paid within fifteen (15) Business Days after submission of a detailed invoice therefor to the Debtors and the Committee. If the Debtors or the Committee dispute the reasonableness of any such invoice, the Debtors, the Committee or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. All final requests for compensation or reimbursement of Professionals pursuant to sections 327, 328, 330, 331, 503(o), or 1103 of the Bankruptcy Code for services rendered to the Debtors or the Committee before the Effective Date must be filed and served on the Debtors and the Committee and their respective counsel no later than 45 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court.

H. Payment of Statutory Fees.

All fees payable pursuant to 28 U.S.C. § 1930 of the United States Code, as determined by the Bankruptcy Court on the Confirmation Date, shall be paid on the Effective Date. Any statutory fees accruing after the Confirmation Date shall constitute Administrative Expense Claims and be paid in accordance with Article III of the Creditors' Plan.

I. Modification of Creditors' Plan.

The Committee reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Creditors' Plan at any time before the entry of the Confirmation Order. After the entry of the Confirmation Order, the Committee may, upon order of the Bankruptcy Court, amend or modify the Creditors' Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Creditors' Plan in such manner as may be necessary to carry out the purpose

and intent of the Creditors' Plan. A holder of an Allowed Claim or Interest that is deemed to have accepted the Creditors' Plan shall be deemed to have accepted the Creditors' Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim or Interest of such holder.

J. Courts of Competent Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Creditors' Plan, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

K. Severability.

In the event that the Bankruptcy Court determines, before the Confirmation Date, that any provision of the Creditors' Plan is invalid, void or unenforceable, the Bankruptcy Court shall, with the consent of the Committee, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Creditors' Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Creditors' Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

L. Governing Law.

Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Creditors' Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

M. Headings.

Headings are used in the Creditors' Plan for convenience and reference only, and shall not constitute a part of the Creditors' Plan for any other purpose.

N. Exhibits.