

U.S.M.S.  
X-RAY

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
ALLEN SYSTEMS GROUP, INC., <i>et al.</i> , <sup>1</sup>	)	Case No.: 15-10332 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	Re: Docket No. 115, 180

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER  
APPROVING THE DEBTORS' DISCLOSURE STATEMENT FOR,  
AND CONFIRMING, THE DEBTORS' FIRST AMENDED JOINT  
PREPACKAGED CHAPTER 11 PLAN (WITH TECHNICAL MODIFICATIONS)**

The above-captioned debtors and debtors in possession (collectively, the "Debtors")  
having:

- a. distributed, on or about February 9, 2015, (i) the *Debtors' Joint Prepackaged Chapter 11 Plan*,<sup>2</sup> (ii) the *Disclosure Statement for the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 17] (the "Disclosure Statement"), and (iii) ballots for voting on the Plan to Holders of Claims entitled to vote on the Plan, namely Holders in Class 5 (Notes Claims), in accordance with the terms of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules");
- b. commenced, on February 18, 2015 (the "Petition Date"), these chapter 11 cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases");

<sup>1</sup> The Debtors in these proceedings and the last four digits of each Debtor's federal taxpayer identification number are as follows: Allen Systems Group, Inc. (4496); ASG Federal, Inc. (1773); and Viasoft International, LLC (9761). The mailing address for all of the Debtors is: 708 Goodlette Road North, Naples, Florida 34102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Debtors' Joint Prepackaged Chapter 11 Plan*, filed February 18, 2015 [Docket No. 16], as amended on March 16, 2015 in the *Debtors' First Amended Joint Prepackaged Chapter 11 Plan* [Docket No. 115] (as may be further modified, amended, or supplemented, the "Plan"), or the Bankruptcy Code (as defined herein), as applicable.

- c. operated their businesses and managed their properties during the Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- d. filed, on the Petition Date, the Plan and the Disclosure Statement;
- e. filed, on the Petition Date, the *Debtors' Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (III) Approving (A) the Solicitation Procedures, (B) Approving the Confirmation Hearing Notice, (C) Vote Tabulation Procedures, and (D) Rights Offering Procedures, (IV) Directing that a Meeting of Creditors Not Be Convened, and (V) Granting Related Relief* [Docket No. 15] (the "Scheduling Motion");
- f. filed, on the Petition Date, the *Declaration of Jane Sullivan of Epiq Systems, Inc. Regarding the Mailing, Voting, and Tabulation of Ballots Accepting and Rejecting the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 18] (the "Epiq Declaration"), describing the distribution of solicitation packages (the "Solicitation Packages") containing the Disclosure Statement, the Plan, and beneficial holder ballots to holders of Notes Claims as of February 3, 2015 (the "Voting Record Date") and, on March 19, 2015, the *Declaration of Jane Sullivan of Epiq Systems, Inc. Regarding the Tabulation of Ballots Accepting and Rejecting the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 143] (collectively, the "Voting Reports");
- g. served, on February 21, 2015, the *Notice of (A) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (B) Combined Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (C) Objection Deadlines, and Summary of the Debtors' Joint Prepackaged Chapter 11 Plan.* [Docket No. 69] (the "Confirmation Hearing Notice"), which contained notice of the commencement of the Chapter 11 Cases, the date and time set for the hearing to consider approval of the Disclosure Statement and Confirmation of the Plan (the "Confirmation Hearing"), and the deadline for filing objections to the Plan and the Disclosure Statement;
- h. filed, on February 23, 2015, the *Affidavit of Service of the Confirmation Hearing Notice* [Docket No. 87], on March 6, 2015, the *Affidavit of Service of Carol Zhang of Epiq Bankruptcy Solutions Re: Notice of (A) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (B) Combined Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (C) Objection Deadlines, and Summary of the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 100] and, on March 6, 2015, the *Affidavit of Service of Carol Zhang of Epiq Bankruptcy Solutions Re: Notice of (A) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (B) Combined Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (C) Objection Deadlines, and*

*Summary of the Debtors Joint Prepackaged Chapter 11 Plan* [Docket No. 101] (collectively, the “Confirmation Hearing Notice Affidavits”);

- i. filed, on March 16, 2015, the *Notice of Debtors’ First Amended Joint Prepackaged Chapter 11 Plan* [Docket No. 115];
- j. filed, on March 19, 2015, the *Plan Supplement for the Debtors’ First Amended Joint Prepackaged Chapter 11 Plan* [Docket No. 144], which includes the identity of the directors, managers, officers, and other management for the Reorganized Debtors as well as the nature of compensation of such parties that constitute an “insider” of the Debtors (as defined in section 101(31) of the Bankruptcy Code), as well as forms of the following documents: (a) the Amended and Restated Certificates of Incorporation and Bylaws; (b) the Stockholders Agreement (including Registration Rights); (c) the Commitment Letter and Term Sheet for the Exit Facilities; and (d) the Warrant documents (as modified, supplemented, or otherwise amended from time to time, the “Plan Supplement”);
- k. filed, on March 23, 2015, (i) the *Debtors’ Memorandum of Law in Support of an Order Approving the Debtors’ Disclosure Statement for, and Confirming, the Debtors’ Joint Prepackaged Chapter 11 Plan* [Docket No. 164] (the “Confirmation Brief”), (ii) the *Declaration of John C. DiDonato in Support of an Order Approving the Debtors’ Disclosure Statement for, and Confirming, the Debtors’ Joint Prepackaged Chapter 11 Plan* [Docket No. 162] (the “DiDonato Declaration”), and (iii) the *Notice of Filing of Technical Modifications to Debtors’ First Amended Joint Prepackaged Chapter 11 Plan* (the “Modifications”) [Docket No. 163];
- l. filed, on March 25, 2015, the *Notice of Filing of Additional Technical Modifications to Debtors’ First Amended Joint Prepackaged Chapter 11 Plan* [Docket No. 174] (the “Additional Modifications”); and
- m. filed, on March 27, 2015, the *Certification of Counsel Regarding Revised [Proposed] Findings of Fact, Conclusions of Law, and Order Approving the Debtors’ Disclosure Statement for, and Confirming, the Debtors’ First Amended Joint Prepackaged Chapter 11 Plan (with Technical Modifications)*, including additional modifications to the Plan (together with the Modifications and the Additional Modifications, the “Technical Modifications”).

The Court having:

- a. entered, on February 20, 2015, the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (III) Approving (A) the Solicitation Procedures, (B) the Confirmation Hearing Notice, (C) Vote Tabulation Procedures, and (D) Rights Offering Procedures, and (IV) Directing that a Meeting of Creditors Not Be Convened, and (V) Granting Related Relief* [Docket No. 63] (the “Scheduling Order”);

- b. set March 19, 2015 at 4:00 p.m., prevailing Eastern Time, as the date and time for filing objections to approval of the Disclosure Statement and confirmation of the Plan, as set forth in the Scheduling Order;
- c. set March 26, 2015 at 2:00 p.m., prevailing Eastern Time, as the date and time for the Confirmation Hearing, pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Scheduling Order;
- d. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the DiDonato Declaration, the Voting Reports, the Confirmation Hearing Notice, the Confirmation Hearing Notice Affidavits, the ballots, and all filed pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights;
- e. held the Confirmation Hearing;
- f. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement and Confirmation of the Plan;
- g. considered all oral representations, affidavits, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and confirmation of the Plan; and
- h. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in the Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and confirmation of the Plan and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

**A. Findings and Conclusions.**

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

**B. Jurisdiction, Venue, and Core Proceeding.**

2. The Court has jurisdiction over the Chapter 11 Cases pursuant to sections 157 and 1334 of title 28 of the United States Code and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code (the "Judicial Code"). Approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of the Judicial Code.

**C. Eligibility for Relief.**

3. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

**D. Commencement and Joint Administration of the Chapter 11 Cases.**

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order Directing Joint*

*Administration of Chapter 11 Cases* [Docket No. 47], the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases. No official committees have been appointed in the Chapter 11 Cases.

**E. Judicial Notice, Objections.**

5. The Court takes judicial notice of (and deems admitted into evidence for purposes of Confirmation of the Plan) the docket of the Chapter 11 Cases maintained by the clerk of the Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Disclosure Statement or to confirmation of the Plan are overruled on the merits.

**F. Burden of Proof—Confirmation of the Plan.**

6. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan.

**G. Notice.**

7. As evidenced by the Confirmation Hearing Notice Affidavits, due, adequate, and sufficient notice of the Disclosure Statement, the Plan, and the Confirmation Hearing, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, has been provided to all parties in interest, including without limitation: (a) the Office of the United States Trustee for the District of Delaware; (b) the Holders of the 20

largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Domestic Credit Agreement and the Foreign Credit Agreement; (d) the Indenture Trustee for the Notes; (e) the DIP Lender; (f) the Exit Lenders; (g) counsel for the Ad Hoc Committee of Prepetition Secured Creditors; (h) the United States Attorney's Office for the District of Delaware; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the United States Environmental Protection Agency; (l) all parties requesting notice pursuant to Bankruptcy Rule 2002, and (m) all other parties listed on the creditor matrix. Such notice was adequate and sufficient pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002 and 3020, and other applicable law and rules, and no other or further notice is or shall be required.

**H. Disclosure Statement.**

8. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable nonbankruptcy laws, rules, and regulations, including the Securities Act, and (b) "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

**I. Voting Reports.**

9. Only Holders of Claims in Class 5 were eligible to vote on the Plan (the "Voting Class"). Class 4, which was an Unimpaired Class in the Plan as originally proposed, is an Impaired Class under the amended Plan, but all holders of Class 4 Claims, who are members of the Ad Hoc Committee of Prepetition Secured Creditors, have unanimously agreed to accept the Plan as subsequently modified and therefore were not solicited. The ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Class adequately addressed

the particular needs of the Chapter 11 Cases and were appropriate for Holders in the Voting Class to vote to accept or reject the Plan. Holders of Claims in Classes 1, 2, 3, 6, 8 and 9 are Unimpaired under the Plan (collectively, the “Presumed Accepting Classes”) and presumed to have accepted the Plan, and, therefore, were not entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 7 and 10 (collectively, the “Deemed Rejecting Classes”) are receiving no distribution under the Plan, were deemed to reject the Plan and, therefore, were not entitled to vote to accept or reject the Plan. As evidenced by the Voting Reports, the Voting Class voted to accept the Plan. Based on the foregoing, and as evidenced by the Voting Reports, at least one Impaired Class of Claims (excluding the acceptance by any insiders of the Debtor) has voted to accept the Plan in accordance with the requirements of sections 1124, 1126, and 1129 of the Bankruptcy Code.

**J. Solicitation.**

10. As described in the Voting Reports, the solicitation of votes on the Plan complied with the solicitation procedures approved in the Scheduling Order (the “Solicitation Procedures”), was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations, including the registration requirements under the Securities Act.

11. As described in the Voting Reports and the Confirmation Hearing Notice Affidavits, as applicable, prior to the Petition Date, the Plan, the Disclosure Statement, and the applicable Ballot (collectively, the “Solicitation Packages”), and, following the Petition Date, the Confirmation Hearing Notice, were transmitted and served, including to all Holders in the Voting Class, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, the



Scheduling Order, and any applicable nonbankruptcy law. Transmission and service of the Solicitation Packages and the Confirmation Hearing Notice were timely, adequate, and sufficient. No further notice is required.

12. As set forth in the Voting Reports, the Solicitation Packages were distributed to Holders in the Voting Class that held a Notes Claim, as of February 3, 2015 (the date specified in such documents for the purpose of the solicitation). The establishment and notice of the Voting Record Date were reasonable and sufficient.

13. The period during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for Holders in the Voting Class to make an informed decision to accept or reject the Plan.

14. Under section 1126(f) of the Bankruptcy Code, the Debtors were not required to solicit votes from the Holders of Claims or Interests, as applicable, in the Unimpaired Classes (defined below), each of which is conclusively presumed to have accepted the Plan. The Debtors were not required to solicit votes from the Holders, if any, of Interests in Class 7 (ASG Interests) or of Claims in Class 10 (510(b) Claims), each of which is deemed to have rejected the Plan.

**K. Plan Supplement.**

15. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents are good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan (including Article X of the Plan), the Debtors' right to alter, amend, update, or modify the Plan Supplement before the Effective Date is reserved. Under the circumstances of these Chapter 11 Cases, service of the Plan Supplement provided due, adequate, and sufficient notice.

**L. Valuation.**

16. The valuation analysis attached to the Disclosure Statement as **Exhibit D** and the other evidence related thereto in support of the Plan that was proffered or adduced at, prior to, or in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; and (c) establish that the total enterprise value of the Reorganized Debtors does not exceed \$545 million. Accordingly, the Debtors' reorganization value is insufficient to support a distribution to Holders of ASG Interests or 510(b) Claims.

**M. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).**

17. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

**(i) Proper Classification—Sections 1122 and 1123.**

18. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into ten Classes, based on differences in the legal nature or priority of such Claims and Interests (other than DIP Facility Claims, Administrative Claims, Professional Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not promulgated for any improper

purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan, therefore, satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

**(ii) Specified Unimpaired Classes—Section 1123(a)(2).**

19. Article III of the Plan specifies that Claims in Classes 1, 2, 3, 6, 8 and 9 are Unimpaired under the Plan. The Plan, therefore, satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

**(iii) Specified Treatment of Impaired Classes—Section 1123(a)(3).**

20. Article III of the Plan specifies the treatment of each Impaired Class of Claims and Interests under the Plan, including Classes 4, 5, 7 and 10. The Plan, therefore, satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

**(iv) No Discrimination—Section 1123(a)(4).**

21. Article III of the Plan provides the same treatment for each Claim or Interest within a particular class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. The Plan, therefore, satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

**(v) Adequate Means for Plan Implementation—Section 1123(a)(5).**

22. The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate means for the Plan's implementation, including: (a) entry into the First Lien Revolving Loan and Note Exit Facility, First Lien Term Loan Exit Facility, and Backstop Agreement; (b) solicitation and consummation of the Rights Offering; (c) issuance of the New Common Stock and adoption of the Stockholder Agreement and Registration Rights

Agreement; (d) adoption of and entry into the Amended Organizational Documents; (e) assumption by the Reorganized Debtors of the AA Settlement Agreement and the issuance of the Warrants; (f) cancellation of existing securities and agreements, and the surrender of existing securities (except as otherwise provided therein); (g) assumption and rejection of Executory Contracts and Unexpired Leases; (h) settlement of Claims and Interests; (i) vesting of Estate assets in the Reorganized Debtors; (j) preservation and vesting of certain Causes of Action in the Reorganized Debtors; and (k) appointment of the members of the New Board and the officers, directors, and/or managers of each of the Reorganized Debtors. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

**(vi) Non-Voting Equity Securities—Section 1123(a)(6).**

23. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code prohibiting the issuance of nonvoting equity securities. Section 4.13 of the Plan provides that the Amended Organizational Documents shall prohibit the issuance of non-voting equity securities under the Plan to the extent required by section 1123(a)(6) of the Bankruptcy Code.

**(vii) Directors and Officers—Section 1123(a)(7).**

24. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. In accordance with section 4.14 of the Plan, the identity and affiliations of members of the New Board and the officers, directors, and/or managers of each of the Reorganized Debtors were identified in **Exhibit D** of the Plan Supplement. The manner of the selection of the officers, directors, and/or managers of each of the Reorganized Debtors is consistent with the interests of all Holders of Claims and Interests, and public policy.

**(viii) Claims and Executory Contracts—Section 1123(b)(1)–(2).**

25. Article III of the Plan leaves Impaired or Unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides that, on the Effective Date,

except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject filed on or before the Effective Date; or (d) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Leases List. The Debtors provided or will provide sufficient notice to each non-Debtor counterparty to an Executory Contract or Unexpired Lease assumed, assumed and assigned, or rejected by the Debtors during the Chapter 11 Cases.

**(ix) Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).**

26. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. In accordance with section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the distributions and other benefits provided under the Plan, except as stated otherwise in the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, subordination, and other legal rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The compromise and settlement of such Claims and Interests embodied in the Plan and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

27. Section 4.4 of the Plan provides for the assumption by the Reorganized Debtors of a settlement agreement (the "AA Settlement Agreement") entered into on December 10, 2014,

by and among the Debtors, the Consenting Creditors, and ASG's founder and then Chairman of the board, CEO and President, Arthur L. Allen (together with his affiliates, the "Allen Parties"), attached as Exhibit 5 to the Plan. Section 8.4 of the Plan provides for releases by the parties to the AA Settlement Agreement (the "AA Settlement Releases"), including releases by the Debtors and Reorganized Debtors. The AA Settlement Agreement provided substantial value to the Debtors and the Consenting Creditors, and prevented substantial litigation and associated costs that may have otherwise arisen in the Debtors' Chapter 11 Cases. Pursuant to the AA Settlement Agreement, the Company amended the terms on which it leased three buildings from the Allen Parties. These lease amendments allowed the Company to consolidate its headquarters in Naples, Florida, from three buildings (leased from the Allen Parties), to one building, dramatically shortened the terms of the leases (the leases for the two buildings vacated by the Company will expire on March 31, 2015, instead of in 2022, and the Company will not have further obligations with respect to such leases), and substantially improved economic terms of all leases from over \$34 per square foot to \$19 per square foot; the Allen Parties obtained necessary consents and agreed to waive all claims for rent that was unpaid since May 2014. The Company also negotiated for the termination of certain other leases and agreements with the Allen Parties, which, upon assumption of the AA Settlement Agreement and consummation of the Plan, will significantly reduce claims against the Debtors as well as the Company's future expenses. In addition, the Allen Parties agreed to waive all claims arising from such terminated leases and agreements. Moreover, Arthur Allen, who was then the Company's founder, Chairman of the board of directors, CEO and President, agreed to immediately resign all of his positions with the Company, and to broad non-compete, non-solicitation and non-disparagement provisions that protect the Company's interests. Finally, the Allen Parties agreed to support the Plan and the

restructuring transactions contemplated thereby. In consideration of the foregoing, Mr. Allen will receive certain payments from the Company and warrants for 10% of the New Common Stock (the "Warrants") to be paid and distributed to the Allen Parties and will receive certain releases by the Debtors as one of the Released Parties pursuant to section 8.2 of the Plan. The compromise of claims with the Allen Parties, including the AA Settlement Releases in Section 8.4 of the Plan, is fair and reasonable and in the best interests of creditors of the Estates.

28. Section 8.2 of the Plan describes certain releases granted by the Debtors (the "Debtor Releases"). The Debtors have satisfied the business judgment standard with respect to the propriety of the Debtor Releases. Such releases are a necessary and integral element of the Plan, and are fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. Also, the Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the Claims released by Section 8.2 of the Plan, which do not include Claims involving fraud or willful misconduct; (c) given, and made, after due notice and opportunity for hearing; and (d) a bar to any of the Debtors asserting any Claim or Cause of Action released by section 8.2 of the Plan. Specifically, each of the Released Parties made substantial contributions to the Debtors' reorganization, leading up to and including the commencement of the Chapter 11 Cases through the date hereof. These contributions included, among other things, negotiating, formulating, and executing the Restructuring Support Agreement and development of the Plan, as well as working to build the consensus necessary to implement a "prepackaged" chapter 11 process that allows the Holders of Other Unsecured Claims to be paid in full. Additionally, the Debtors' directors, officers, and managers made substantial contributions to the Debtors reorganization by initiating an open dialogue with the Debtors' stakeholders both prior to and after the Petition Date,

continuing to operate the Debtors' businesses throughout the course of the Debtors' restructuring (and through the commencement of the Chapter 11 Cases), developing—and generating consensus around—the Debtors' restructuring strategy, and assisting with any and all endeavors necessary to navigate the Debtors to Plan confirmation. Moreover, as to the Debtors' directors, officers, and managers, any claims brought against them would lead to indemnity claims against the Reorganized Debtors that would need to be paid in full. The DIP Agent, the DIP Lenders, the parties to the Support Agreement, the First Lien Agent, the holders of Domestic Credit Facility Claims, the Foreign Lenders, the Indenture Trustee, the holders of Notes Claims who voted to accept the Plan, each party to the Backstop Agreement, and each of the Allen Parties each made substantial contributions throughout the Debtors' reorganization, including numerous material concessions and financial commitments that enabled the Debtors to develop their restructuring strategy and formulate a viable Plan. These contributions include: (A) consenting to the use of cash collateral; (B) providing up to \$40 million dollars in debtor-in-possession financing for the Chapter 11 Cases; (C) negotiating and supporting the Plan and the Restructuring Transactions; (D) agreeing to "roll" Domestic Facility Claims and claims under the Foreign Credit Facility into the Exit Facilities in lieu of receiving cash; (E) backstopping the Rights Offering; (F) extending the financial commitments embodied in the Exit Facilities; and (G) waiving estimated Notes Deficiency Claims of approximately \$166 million in order to permit holders of Other Unsecured Claims to receive payment in full, thus making a "prepackaged" Plan viable and minimizing disruption to the Debtors' businesses throughout the course of the Chapter 11 Cases. In addition, the release by the Debtors of the Allen Parties is required by the terms of the AA Settlement Agreement assumed under the Plan, and the AA Settlement Releases provided for in section 8.4 of the Plan. With respect to certain of the



releases — *e.g.*, those releasing the Debtors' current and former directors, officers, and managers — there is an identity of interest supporting the release because the Debtors will assume certain indemnification obligations under the Plan that will be honored by the Reorganized Debtors. Finally, the propriety of the Debtor Release is also evidenced by the support for the Plan of virtually all stakeholders and by the acceptance of the Plan by the overwhelming majority of creditors entitled to vote on the Plan, and the lack of any objection thereto.

29. The releases granted by certain third parties set out in Section 8.3 of the Plan (the "Third-Party Release") provide finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Third-Party Release is consensual with respect to the Releasing Parties. Notice of the Third-Party Release was appropriate. The Confirmation Hearing Notice and the ballots sent to all Holders of Impaired Claims with a right to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Further, the Third-Party Release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Finally, the Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims released by the Third-Party Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

30. The exculpation described in Section 8.5 of the Plan, as modified by this Confirmation Order (the "Exculpation") is appropriate under applicable law because it was

proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Each Exculpated Party has participated in the Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, the Support Agreement, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with the Support Agreement, the Disclosure Statement or the Plan, or the consummation, administration and implementation of the Plan. The Exculpation, including its carve-out for gross negligence or willful misconduct, is consistent with established practice in this jurisdiction and others. Finally, the Plan, including the exculpation provision, is supported by the only Class entitled to vote on the Plan.

31. The injunction provision set forth in Section 8.6 of the Plan (the "Injunction") is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Releases, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

32. The provisions regarding the preservation of Causes of Action in the Plan (including Section 4.18), including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

33. The full release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Section 8.1 of the Plan (the "Discharge") is necessary to implement the Plan. The Discharge provision is appropriate,

fair, equitable, and reasonable and is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

**(x) Additional Plan Provisions—Section 1123(b)(6).**

34. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

**(xi) Cure of Defaults —Section 1123(d).**

35. The Plan provides in Article V for the satisfaction of monetary defaults under each Executory Contract and Unexpired Lease to be assumed under the Plan by payment of the default amount, if any, on the Effective Date, subject to the limitations described in Article V of the Plan, and so complies with section 1123(d) of the Bankruptcy Code.

**N. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).**

36. The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfy the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- a. is an eligible debtor under section 109, and a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;
- b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and
- c. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable nonbankruptcy law, rule, and regulation, the Scheduling Order, and all other applicable law, in transmitting the Solicitation Packages and related documents and notices, and in soliciting and tabulating the votes on the Plan.

**O. Plan Proposed in Good Faith—Section 1129(a)(3).**

37. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In so

determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the process leading to confirmation of the Plan, including the overwhelming support of Holders of Claims entitled to vote on the Plan, and the transactions to be implemented pursuant thereto. The Plan was proposed for the legitimate purpose of enabling the Debtors to preserve jobs long-term, satisfy the Debtors' senior secured claims under the Domestic Credit Facility and Foreign Credit Facility, pay Other Unsecured Claims in full (other than Notes Deficiency Claims and Allen Claims), treat Notes Claims in a manner accepted overwhelmingly by the class of holders of such claims, resolve all claims with the Allen Parties under the AA Settlement Agreement, and reduce the debt load of the Debtors sufficiently to satisfy future obligations.

**P. Payment for Services or Costs and Expenses—Section 1129(a)(4).**

38. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

**Q. Directors, Officers, and Insiders—Section 1129(a)(5).**

39. The Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code. Section 4.14 of the Plan, in conjunction with Exhibit D of the Plan Supplement, disclose the identity and affiliations of the individuals proposed to serve as the initial directors and officers of the Reorganized Debtors, and the identity and nature of any compensation for any insider who will be employed or retained by the Reorganized Debtors. The manner of the appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of the Holders of Claims and Interests and with public policy.

**R. No Rate Changes—Section 1129(a)(6).**

40. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

**S. Best Interests of Creditors—Section 1129(a)(7).**

41. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis in section 7.3 and Exhibit C to the Disclosure Statement and the other evidence proffered or adduced in the DiDonato Declaration in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each Holder of an Allowed Claim or Interest in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

**T. Acceptance by Certain Classes—Section 1129(a)(8).**

42. The Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code. Classes 1, 2, 3, 6, 8 and 9 constitute Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Class 4, which was an Unimpaired Class in the Plan as originally proposed, unanimously accepted the Plan as subsequently modified. The Voting Class, Class 5, has voted to accept the Plan. Although the Debtors are unaware of any Holders of Claims in Class 10 (Section 510(b) Claims), Holders of Class 7 ASG Interests do not object to the Plan, but receive no recovery pursuant to the Plan and so are deemed to have rejected the Plan. Notwithstanding

the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

**U. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).**

43. The treatment of Administrative Claims, Professional Claims, and Priority Tax Claims, under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**V. Acceptance By At Least One Impaired Class—Section 1129(a)(10).**

44. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Reports, the Voting Class voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

**W. Feasibility—Section 1129(a)(11).**

45. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement as **Exhibit B** and the other evidence supporting confirmation of the Plan proffered or adduced by the Debtors in the DiDonato Declaration and in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors

under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

**X. Payment of Fees—Section 1129(a)(12).**

46. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article II.E of the Plan provides for the payment of all fees payable by the Debtors under section 1930(a) of the Judicial Code.

**Y. Continuation of Employee Benefits—Section 1129(a)(13).**

47. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Section 4.16 of the Plan provides that from and after the Effective Date, the payment of all retiree benefits, as defined in section 1114 of the Bankruptcy Code, will continue in accordance with applicable law.

**Z. Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).**

48. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

**AA. “Cram Down” Requirements—Section 1129(b).**

49. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to Classes 7 and 10, the Impaired Classes that have not accepted or been presumed to accept the Plan. The only Interest holder in Class 7 supports the Plan pursuant to the AA Settlement Agreement, and the Debtors are unaware of the existence of any Holders of Class 10 Claims. There is no Class of equal priority receiving more favorable treatment than Classes 7 or 10 and no Class that is junior to Classes 7 or 10 that are receiving or retaining any property on account of their Claims

or Interests. *Third*, the Plan does not discriminate unfairly with respect to Classes 7 or 10 because the Debtors believe Class 10 is vacant and Class 7 is not receiving materially different treatment than Holders of Interests with similar legal rights. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

**BB. Only One Plan—Section 1129(c).**

50. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in each of the Chapter 11 Cases.

**CC. Principal Purpose of the Plan—Section 1129(d).**

51. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

**DD. Good Faith Solicitation—Section 1125(e).**

52. The Debtors, the Released Parties, the Exculpated Parties, and any and all affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors of each of the foregoing, as applicable, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to support of the Plan, including the execution, delivery, and performance of the Support Agreement, and solicitation of acceptances of the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

**EE. Satisfaction of Confirmation Requirements.**

53. Based on the foregoing, the Plan satisfies the requirements for Confirmation thereof set forth in section 1129 of the Bankruptcy Code.



**FF. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.**

54. Without limiting or modifying the rights of the Debtors and Required Consenting Creditors under Article IX of the Plan, each of the conditions precedent to the Effective Date, as set forth in Article IX of the Plan, has been or is reasonably likely to be satisfied or waived in accordance therewith.

**GG. Implementation.**

55. All documents necessary to implement the Plan and Restructuring Transactions and all other relevant and necessary documents have been negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal or state law.

**HH. Disclosure of Facts.**

56. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

**II. Good Faith.**

57. The Debtors, the Released Parties, and the Releasing Parties have acted in good faith in proposing the Plan. The Plan will enable the Debtors to preserve jobs long term, substantially reduce the Debtors' funded indebtedness, pay all Other Unsecured Claims in full, and afford the Debtors the appropriate capital structure to maintain viable businesses into the future. Further, the Plan effectuates a value-maximizing transaction for the Estates that was agreed to only after significant efforts by the Debtors and negotiations with the Consenting Creditors. The Debtors, the Released Parties, and the Releasing Parties will continue to be acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed

by this Confirmation Order to reorganize the Debtors' businesses and effect the Restructuring Transactions.

**ORDER**

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

58. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

59. **Confirmation of the Plan.** The Plan, attached hereto as **Exhibit A**, the Plan Supplement, and each of the documents comprising the Plan Supplement (each of which are incorporated by reference into and are an integral part of the Plan) are hereby approved in their entirety and confirmed under section 1129 of the Bankruptcy Code.

60. **Disclosure Statement.** The Disclosure Statement is approved in all respects.

61. **Final Approval.** All documents, procedures, deadlines and other matters conditionally approved in the Scheduling Order, including without limitation the Ballots, the Vote Tabulation Procedures, the Rights Offering Procedures, and the Solicitation Procedures, are hereby finally approved.

62. **Objections.** All objections and all reservations of rights pertaining to Confirmation of the Plan or approval of the Disclosure Statement that have not been withdrawn, waived, or settled are overruled on the merits.

63. **Deemed Acceptance of Plan as Modified.** The Plan was modified by the Debtors through the filing of an amended Plan on March 16, 2015, in material part to incorporate certain agreements between its lenders concerning the Exit Financing and the satisfaction of

Class 4 Claims. The Plan was further modified by the Technical Modifications. Certain provisions of this Confirmation Order also modify the Plan. To the extent such Plan modifications had a material adverse effect on the treatment of any party under the Plan, they were accepted by the affected parties. In all other respects, the modifications were not adverse to any party or were nonmaterial, and comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended (with the consent of the Required Lenders) (the "Plan Modifications"). No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan Modifications.

64. **Omission of Reference to Particular Plan Provisions.** The failure specifically to include or to refer to any particular article, section, or provision of the Plan, Plan Supplement, or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provisions, it being the intent of the Court that the Plan and any related documents be confirmed and approved in their entirety.

65. **Plan Classifications Controlling.** The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual

classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

66. **Unimpaired Claims.** Notwithstanding anything to the contrary in the Plan or Plan Documents or in this Confirmation Order, until a Claim in Class 1, 2, 3 or 6 (including a Cure) of the Plan that arises prior to the Effective Date has been (x) paid in full in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Debtor or Reorganized Debtor, or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) otherwise satisfied or disposed of as determined by a court of competent jurisdiction: (a) the provisions of sections 8.1, 8.2, 8.3 or 8.6 of the Plan shall not apply or take effect with respect to such Claim, (b) such Claim shall not be deemed settled, satisfied, resolved, released, discharged, or enjoined by any provision of the Plan or the Plan Documents, and (c) the property of each of the Debtors' Estates that vests in the applicable Reorganized Debtor pursuant to section 4.2(a)(1) of the Plan shall not be free and clear of such Claims. Holders of Claims falling under classes 1, 2, 3 or 6 of the Plan shall not be required to file a Proof of Claim with the Bankruptcy Court. Holders of Claims falling under classes 1, 2, 3 or 6 shall not be subject to any claims resolution process in Bankruptcy Court in connection with their Claims, and shall retain all their rights under applicable non-bankruptcy law to pursue their class 1, 2, 3 or 6 Claims against the Debtors or Reorganized Debtors in any forum with jurisdiction over the parties. The Debtors and Reorganized Debtors shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment as to Claims falling under classes 1, 2, 3 or 6 of the Plan. If the Debtors or the Reorganized Debtors dispute any Claim falling under class 1, 2, 3 or 6 of the Plan, such dispute shall be determined, resolved or adjudicated in the manner as if the Chapter 11 Cases had not been commenced. Notwithstanding the foregoing, any holder

of a Claim who files a Proof of Claim shall be subject to the Article VII of the Plan unless and until such holder withdraws such Proof of Claim, and nothing herein limits the retained jurisdiction of the Bankruptcy Court under Article XI of the Plan..

67. **Means for Implementation of the Plan.** The provisions governing the means for implementation of the Plan set forth in Article IV of the Plan shall be, and hereby are, approved in their entirety.

68. **Amended Organizational Documents.** The Amended Organizational Documents shall amend or succeed the certificates or articles of incorporation, bylaws, membership agreements, partnership agreements and other organizational documents of the Debtors to satisfy the provisions of the Plan and the Bankruptcy Code, and shall (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by the Plan; (iii) to the extent necessary or appropriate, include restrictions on the transfer of New Common Stock; including but not limited to any actions specifically enumerated in the Plan Supplement and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and restate their certificates or articles of incorporation and bylaws, and other applicable organizational documents, as permitted by applicable non-bankruptcy law.

69. **Corporate Existence.** The Reorganized Debtors shall continue to exist after the Effective Date as separate legal entities, with all the powers of corporations, memberships,

partnerships and other entities, as applicable, pursuant to the applicable law in their states of incorporation or organization and pursuant to the Amended Organizational Documents.

70. **No Action Required.** Pursuant to the appropriate provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act and other state laws, and section 1142(b) of the Bankruptcy Code, and otherwise, no action of the respective directors, equity holders, managers, or members of the Debtors or Reorganized Debtors, as applicable, is required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute, issue, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, (a) the adoption and filing of the Amended Organizational Documents, the Stockholders Agreement, and the Registration Rights Agreement; (b) the selection of the directors, managers, and officers for the Reorganized Debtors, including the appointment of the New Board; (c) the adoption and implementation of the Management Agreements and Management Incentive Plan or other management incentive programs; (d) the authorization, issuance, and distribution of New Common Stock and other Securities to be authorized, issued, and distributed pursuant to the Plan; (e) the adoption or assumption, as applicable, of Executory Contracts or Unexpired Leases; and (f) the entry into the Exit Facilities and the execution and delivery of the Exit Facility Documents, and any other contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

71. **General Settlement of Claims and Interests; Restructuring Transactions.** Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code, Bankruptcy Rule 9019, and this Confirmation Order, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the

provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests.

72. **New Common Stock.** All existing ASG Interests shall be canceled as of the Effective Date, and Reorganized ASG shall issue the New Common Stock to holders of Claims entitled to receive New Common Stock pursuant to the Plan. The issuance of New Common Stock, including any options for the purchase thereof and equity awards associated therewith (including those in connection with the Management Incentive Plan and Warrants), is authorized without the need for any further corporate action and without any further action by the Debtors or Reorganized Debtors, as applicable. All New Common Stock issued under the Plan (including Notes Claims Stock and Rights Offering Stock) shall be duly authorized, validly issued, fully paid, and non-assessable. All New Common Stock under the Plan shall be subject to the Stockholders Agreement and the Registration Rights Agreement, and recipients of New Common Stock shall be automatically deemed to have accepted and be bound by the terms of the Stockholders Agreement and the Registration Rights Agreement (in their capacity as holders of New Common Stock) and to be parties thereto without further action. The Stockholders Agreement and the Registration Rights Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with their terms, and each holder of New Common Stock shall be bound thereby. The Debtors or Reorganized Debtors, as applicable, may, in their sole discretion, issue the New Common Stock to the Distribution Agent(s) for the benefit of the Rights Offering Investors and holders of Allowed Notes Claims, as applicable.

73. **AA Settlement Agreement; Warrants.** The AA Settlement Agreement shall be assumed by the Reorganized Debtors. On, or as soon as reasonably practicable after the

Effective Date, Reorganized ASG shall issue the Warrants to the Allen Parties pursuant to the terms of the Plan and the Amended Organizational Documents, and all New Common Stock issued at any time in connection with the Warrants shall be subject to the Stockholders Agreement and the Registration Rights Agreement, and each recipient of such New Common Stock issued in connection with the Warrants shall automatically be deemed to have accepted and be bound by the terms of the Stockholders Agreement and the Registration Rights Agreement (in their capacity as holders of New Common Stock) and to be parties thereto without further action. Any New Common Stock issued in connection with the exercise of the Warrants shall only be issued to Eligible Holders, unless otherwise agreed by the Reorganized Debtors in their sole discretion.

74. **Rights Offering.** The Rights Offering and the Rights Offering procedures (as described in section 4.5 of the Plan), the Backstop Agreement, the Subscription Form, the Subscription Period, and the solicitation procedures for the Rights Offering, all of which were conditionally approved in the Scheduling Order, are hereby finally approved, and the Backstop Agreement shall be assumed. On the Effective Date, Reorganized ASG shall be authorized to (i) implement and consummate the Rights Offering and the Backstop Agreement, including any agreement or document entered into in connection therewith, and (ii) pay all fees, expenses, costs, indemnities and premiums provided under the Backstop Agreement. All such agreements and documents shall become effective and binding in accordance with their respective terms (to the extent not effective and binding prior to the Effective Date) and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person.



75. **Exit Facilities.** On the Effective Date, and without further notice to, or order or other approval of the Bankruptcy Court, act or action under applicable law, regulation, order or rule, or the vote, consent, authorization or approval of any Person or Entity, except for the Confirmation Order and as otherwise required by the Exit Facility Documents, the applicable Reorganized Debtors shall, and are authorized to, enter into the First Lien Exit Facility Credit Agreement and other Exit Facility Documents, and perform and receive the proceeds of the Exit Facilities, and to execute and deliver the Exit Facility Documents to which the applicable Reorganized Debtors are intended to be a party on the Effective Date, in each case consistent with the terms of the Plan. Confirmation of the Plan shall be deemed (a) approval of the Exit Facilities and the Exit Facility Documents, and all transactions contemplated thereby, including any supplemental or additional syndication of the Exit Facilities, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (b) authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities.

76. The Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be approved, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, and (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit

Facility Documents. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. On and after the Effective Date, the priorities of the Liens and security interests securing the Exit Facilities shall be governed by the terms of the applicable Exit Facility Documents.

77. **Exemption from Registration Requirements.** The offering, issuance, and distribution of any Plan Securities will be exempt from the registration requirements of section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code, section 4(a)(2) of the Securities Act, or any other available exemption from registration under the Securities Act, as applicable. Pursuant to section 4(a)(2) of the Securities Act, the Plan Securities will be exempt from, among other things, the registration requirements of section 5 of the Securities Act to the maximum extent permitted thereunder and any other applicable state or foreign securities laws requiring registration prior to the offering, issuance, distribution, or sale of Securities. Any and all Plan Securities shall be deemed “restricted securities” that may not be offered, sold, exchanged, assigned, or otherwise transferred, unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, and in compliance

with any applicable state or foreign securities laws and the terms of the Stockholders Agreement and the Registration Rights Agreement.

**78. Vesting of Assets in the Reorganized Debtors; Post-Effective Date Operation.**

Except as otherwise provided in the Plan or in any agreement, instrument, or other document incorporated in the Plan (including the Exit Facility Documents), or in this Confirmation Order, on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**79. Cancellation of Notes, Instruments, Certificates, and Other Documents; Intercompany Claims and Interests.** On the Effective Date, except to the extent otherwise provided in the Plan or this Confirmation Order, including without limitation paragraph 66 hereof, all notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be canceled, and the obligations of the Debtors or Reorganized Debtors thereunder or in any way related thereto shall be discharged; provided, however, that notwithstanding Confirmation or the occurrence of the Effective Date, any indenture or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect solely for purposes of (a) allowing holders of Allowed Claims and Interests to receive distributions under the Plan, (b) allowing and preserving the rights of the DIP Agent, the First Lien Agent, the Indenture Trustee, and any Servicer, as applicable, to make distributions on account of Allowed Claims

and Interests as provided herein, and (c) preserving the DIP Agent, First Lien Agent, Indenture Trustee, and any Servicer's rights under their respective indenture or agreement to exercise any right to recover any unpaid fees and expenses incurred under such indenture or agreement directly from any distribution to the holders. Unless otherwise determined by the Debtors or Reorganized Debtors, as applicable, no Intercompany Claims or Intercompany Interests shall be canceled pursuant to the Plan, and all Intercompany Claims and Intercompany Interests shall continue in place following the Effective Date, solely for the purpose of maintaining the existing corporate structure and Intercompany Claims of the Debtors and the Reorganized Debtors.

80. **Cancelation of Liens.** Except as otherwise provided in the Plan, upon the occurrence of the Effective Date, any Lien securing any Secured Claim that is satisfied in full and discharged hereunder shall be deemed released, and the holder of such Secured Claim, or any agent for such holder, shall be authorized and directed to release any collateral or other property of the Debtors or Reorganized Debtors, as applicable, including any cash collateral held by such holder, or any agent for such holder, and to take such actions as may be requested by the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Reorganized Debtors. In the event that such holder or any agent for such holder fails to comply with a valid request of the Reorganized Debtors pursuant hereto, the Reorganized Debtors are authorized to take any of the foregoing actions on behalf of such holder or agent for such holder. Notwithstanding the foregoing, the First Lien Agent and Indenture Trustee's rights and liens under the Indenture, Domestic Credit Agreement and Foreign Credit Agreement shall survive solely to the extent the First Lien Agent and Indenture Trustee's fees and expenses are not paid in full in cash by the Debtor or Reorganized Debtor.

81. **Directors and Officers.** The existing boards of directors of the Debtors shall be deemed to have resigned on and as of the Effective Date. The members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date. The members of the New Board and the officers, directors, and/or managers of each of the Reorganized Debtors will be appointed in accordance with the Plan and Plan Supplement. Each such officer, director, and/or manager shall serve from and after the Effective Date pursuant to the terms of the Amended Organizational Documents or other constituent documents and applicable laws.

82. Except as otherwise provided in the Plan, all Indemnification Provisions for the officers, directors, and/or managers of the Debtors will be reinstated (or assumed, as the case may be), and shall survive effectiveness of the Plan and shall not thereafter be altered to the detriment of the Debtors' directors and officers.

83. **Management Agreements and Incentive Plans.** Notwithstanding anything to the contrary in the Plan or this Order, neither this Order nor the Bankruptcy Court's confirmation of the Plan approves the terms or authorizes the terms of any Management Incentive Plan or Management Agreement; provided, however, that the Plan and this Order shall constitute approval of the Reorganized Debtors authorizing and reserving New Common Stock for the Management Incentive Plan, and approval of the Plan shall constitute shareholder approval of the Management Incentive Plan for purposes of Section 422 of the Tax Code.

84. **Employee and Retiree Benefits.** Except as otherwise provided in the Plan, on and after the Effective Date, subject to any Final Order and, without limiting any authority provided to the New Board under the Reorganized Debtors' Amended Organizational Documents or applicable non-bankruptcy law, the Reorganized Debtors: (a) are authorized to

amend, adopt, assume and/or honor in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (b) shall honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for wages and accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order; provided, however, that to the extent any such employment or benefit agreement, plan, program or policy contains a "change of control" provision, such provision shall be modified such that the consummation of the Plan shall not entitle any Person to exercise any rights, or assert any Claims against the Debtors or the Reorganized Debtors, with respect thereto.

85. **Section 1146 Exemption.** To the fullest extent permitted by section 1146 of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or other transfers under, in furtherance of, or in connection with, the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or all of the Exit Facilities; or (e) the making, delivery, or recording of any deed or other instrument of transfer, including any deeds, bills of sale, assignments, or

other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

86. **Preservation of Rights of Action.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as

any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided herein. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

87. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

88. **No Consent to Change of Control Required.** Notwithstanding anything to the contrary herein, none of (a) the facts or circumstances giving rise to the commencement of, or occurring in connection with, the Chapter 11 Cases, (b) the issuance of the New Common Stock pursuant to the Plan, or (c) implementation or consummation of any other transaction pursuant to the Plan shall constitute a “change in ownership” or “change of control” (or a change in working control) of, or in connection with, any Debtor or Reorganized Debtor requiring the consent of any Person other than the Debtors or the Bankruptcy Court, including in connection with any local municipal licensing arrangement or under any Executory Contract or other agreement



(whether entered into before or after the Petition Date) between any Debtor and any third party, or any law (including the common law), statute, rule or any other regulation otherwise applicable to any Debtor.

89. **Effectuating Documents; Further Transactions.** On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Rights Offering, the Exit Facilities, and the New Common Stock and other Securities issued pursuant to the Plan (if any) in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

90. **Treatment of Executory Contracts, Unexpired Leases, and Federal Interests.** The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan shall be, and hereby are, approved in their entirety, as modified by this Order. For the avoidance of doubt, the Reorganized Debtors shall assume all Executory Contracts and Unexpired Leases, except those that (i) have been rejected by order of the Bankruptcy Court; (ii) are the subject of a motion to reject pending on the Effective Date; (iii) are identified in the Plan Supplement (which exhibit(s) may be amended by the Debtors, with the consent of the Required Consenting Creditors, to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended exhibit and serving it on the affected contract parties prior to the Effective Date) as an Executory Contract or Unexpired Lease to be rejected pursuant to the Plan, which shall be deemed rejected as of the Effective

Date; or (iv) are rejected pursuant to the terms of the Plan. Notwithstanding anything to the contrary in the Plan or this Order, in the event that the Debtors seek to reject any Executory Contract or Unexpired Lease, notice of the proposed rejection will be provided to the counterparty to such Executory Contract or Unexpired Lease in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

91. As of the Effective Date, the Debtors and the Reorganized Debtors shall continue to honor all their obligations under the Debtors' written insurance policies and agreements, including, without limitation, any documents, schedules and endorsements related thereto (collectively, the "Insurance Agreements") entered into with the affiliates of American International Group, Inc. (collectively, "AIG"). All such Insurance Agreements are deemed and treated as Executory Contracts under the Plan, and on the Effective Date will be assumed pursuant to the provisions of sections 365 and/or 1123 of the Bankruptcy Code, as applicable, with Cure amounts if any to be paid in the ordinary course of business. Notwithstanding anything to the contrary contained herein, the Plan or any other pleading, confirmation of the Plan shall not impair or otherwise modify any rights or obligations of the Reorganized Debtors or AIG under any such Insurance Agreements.

92. Notwithstanding any provision to the contrary in the Plan, this Order, and any implementing Plan documents, any contracts, leases, agreements or other interests of the federal government (collectively, "federal interests") shall be treated, determined, administered and paid in the ordinary course of business as if the Debtors' bankruptcy cases were never filed and the Debtors and the Reorganized Debtors shall comply with applicable non-bankruptcy law. Moreover, without limiting the forgoing, nothing shall: (1) be interpreted to set cure amounts or to require the government to novate or otherwise consent to the transfer of any federal interests;

(2) affect the government's rights to offset or recoup any amounts due under, or relating to, any federal interests; or (3) divest any tribunal of any jurisdiction it may have to adjudicate any issues arising out of or with respect to matters involving the federal interests. For the avoidance of doubt, the United States shall not have to file any claims in the Debtors' bankruptcy cases with respect to the federal interests.

93. Notwithstanding anything to the contrary in the Plan or this Order, and unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or Reorganized Debtors shall be addressed by the Reorganized Debtors in the ordinary course of business and shall be subject to Article 3.3 of the Plan.

94. **AA Settlement Agreement.** Upon entry of, and pursuant to, the Confirmation Order, the AA Settlement Agreement shall be deemed approved and assumed pursuant to sections 365(a) and 1123 of the Bankruptcy Code. The Unexpired Leases to be assumed on amended terms or rejected, as applicable, pursuant to the AA Settlement Agreement shall be deemed assumed or rejected, as applicable, upon entry of the Confirmation Order. No Cures shall be required to be paid in connection with the assumption of such Unexpired Leases, other than payment of the rent amounts, to the extent unpaid, to be paid under the AA Settlement in connection with such Unexpired Leases to be assumed. Such Unexpired Leases assumed pursuant hereto shall revert in and be fully enforceable by the Reorganized Debtors in accordance with their terms. In the event the Debtors reject the Unexpired Leases set forth in the AA Settlement Agreement, all rejection damages, including all claims for unpaid rent and other amounts allegedly due by the Debtors under such Unexpired Leases, shall be deemed waived and released as set forth in the AA Settlement Agreement.

95. **Provisions Governing Distributions.** The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan, the Disbursing Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan shall be made in accordance with and as set forth in the Plan.

96. Subject to the requirements of paragraph 12(e) of the Final DIP Order, the Debtors will pay in full in cash on the Effective Date the actual, documented, reasonable fees and expenses of the First Lien Agent and Indenture Trustee (including the fees and expenses of counsel and Delaware counsel for the First Lien Agent and the Indenture Trustee) without the need for the First Lien Agent or the Indenture Trustee or counsel or Delaware counsel for the First Lien Agent or Indenture Trustee to file any motions, claims, fee applications or other request for payment with the Bankruptcy Court.

97. Distributions to the holders of Note Claims to be made to or at the direction of the Indenture Trustee will be subject to the Indenture Trustee's lien rights under Section 6.09 of the Notes Indenture to recover its fees and expense from the distributions to holders of the Note Claims, solely to the extent that the Indenture Trustee's fees and expense are not paid in cash by the Debtors or Reorganized Debtors.

98. **Procedures for Resolving Disputed, Contingent, and Unliquidated Claims or Equity Interests.** The procedures for resolving contingent, unliquidated, and disputed Claims contained in Article VII of the Plan shall be, and hereby are, approved in their entirety.

99. **Release, Exculpation, Discharge, and Injunction Provisions.** The release, exculpation, discharge, injunction, and related provisions set forth in Article VIII of the Plan

attached hereto shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

- a. **Discharge of Claims and Termination of Interests.** The Discharge of Claims and Termination of Interests set forth in Section 8.1 of the Plan is hereby approved.
- b. **Debtor Release.** The Debtor Release set forth in Section 8.2 of the Plan is hereby approved.
- c. **Third-Party Release.** The Third-Party Release set forth in Section 8.3 of the Plan is hereby approved.
- d. **AA Settlement Releases.** The releases in the AA Settlement Agreement referenced in Section 8.4 of the Plan are hereby approved.
- e. **Exculpation.** The Exculpation set forth in Section 8.5 of the Plan is hereby approved.
- f. **Injunction.** The Injunction provision set forth in Section 8.6 of the Plan is hereby approved.

100. **Conditions to Effective Date.** The provisions governing the conditions precedent to the Effective Date set forth in Article IX of the Plan shall be, and hereby are, approved in their entirety.

101. **Modifications or Amendments.** The provisions governing the modification, revocation, or withdrawal of the Plan set forth in Article X of the Plan shall be, and hereby are, approved in their entirety.

102. **Retention of Jurisdiction.** The provisions governing the retention of jurisdiction set forth in Article XI of the Plan shall be, and hereby are, approved in their entirety. The Court

may properly, and upon the Effective Date shall, retain exclusive jurisdiction over the matters arising in, and under, and related to, the Chapter 11 Case, as set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

103. **Immediate Binding Effect.** Subject to Article IX of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the latter of the eighth (8<sup>th</sup>) day after the entry of this Confirmation Order and the occurrence of the Effective Date, the Plan and the Plan Supplement shall be immediately effective and enforceable to the fullest extent permitted under the Bankruptcy Code and applicable nonbankruptcy law.

104. Notwithstanding anything to the contrary in the Plan, the Bankruptcy Rules, including Bankruptcy Rule 3020(e), or otherwise, this Confirmation Order shall become effective and enforceable in accordance with Paragraph 116 of this Confirmation Order.

105. **Payment of Statutory Fees.** All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the Office of the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

106. **Effectiveness of All Actions.** Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, or stockholders of the

Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations, of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, agreements, and any amendments or modifications thereto.

107. **Effect of Conflict Between Plan and Confirmation Order.** Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however*, with respect to any conflict or inconsistency between the Plan, the Disclosure Statement, the Support Agreement, or other Plan Documents, on the one hand, and this Confirmation Order, on the other hand, this Confirmation Order shall govern. Furthermore, this Confirmation Order shall supersede any Court orders issued before the Confirmation Date that may be inconsistent with this Confirmation Order.

108. **Nonseverability of Plan Provisions.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtor; and (c) nonseverable and mutually dependent.

109. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

110. **Failure of Consummation.** If the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action, (ii) prejudice in any manner the rights of any Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

111. **Terms of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Case pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

112. **Post-Confirmation Modifications.** Without need for further order or authorization of the Court, the Debtors, with the consent of the Required Consenting Creditors, or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan and this Confirmation Order. Subject to certain restrictions and requirements set forth in section 1127 of



the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors, with the consent of the Required Consenting Creditors, and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan. Any modifications to the Plan shall be subject to the Support Agreement so long as such agreement shall remain effective.

113. **Notice of Confirmation Order.** In accordance with Bankruptcy Rules 2002 and 3020(c), within 3 business after days after the Effective Date of the Plan, the Reorganized Debtors shall cause the notice of Confirmation (the "Confirmation Notice"), substantially in the form attached hereto as Exhibit B, to be served by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors or Reorganized Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Confirmation Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in

accordance with the requirements of Bankruptcy Rules 2002 and 3020(c) and no further notice is necessary.

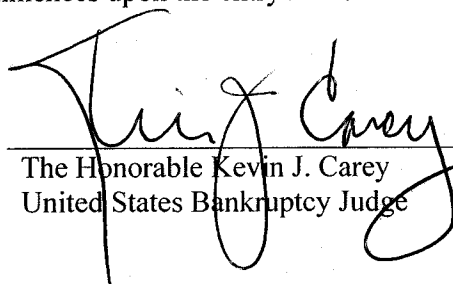
114. The Confirmation Notice shall have the effect of an order of the Court, shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law. The Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

115. **Applicable Nonbankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

116. **Waiver of Stay.** The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after the entry of the order is hereby modified. This Confirmation Order shall take effect on the eighth (8<sup>th</sup>) day after its entry and shall not, on or after that date, be stayed pursuant to Bankruptcy Rules 3020(e), 6004(g), 6006(d) or 7062.

117. **Final Order.** This Confirmation Order is intended to be a final order and the period within which an appeal must be filed commences upon the entry hereof.

Dated: March 27 2015  
Wilmington, Delaware

  
The Honorable Kevin J. Carey  
United States Bankruptcy Judge