

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

<p>In re:</p> <p>ASHINC CORPORATION, <i>et al.</i>¹</p> <p style="text-align: right;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 12-11564 (CSS)</p> <p>Jointly Administered</p>
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**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE
MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
PROPOSED BY THE DEBTORS, THE COMMITTEE AND THE FIRST LIEN AGENTS**

The above-captioned debtors and debtors in possession (each a “Debtor” and, collectively, the “Debtors”) having:²

- a. filed, (i) on May 4, 2015, the *Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 2939]; (ii) on June 17, 2015, a revised *Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3013]; (iii) on August 28, 2015, the *Debtors' First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3164]; and (iv) on September 9, 2015, a revised *Debtors' First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3196]; and (v) on December 3, 2015, the *Debtors' Modified First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3360] (as further modified, supplemented and amended, the “Plan”);

¹ The Debtors in these cases, along with the federal tax identification number (or Canadian business number where applicable) for each of the Debtors, are: ASHINC Corporation (f/k/a Allied Systems Holdings, Inc.) (58-0360550); AAINC Corporation (f/k/a Allied Automotive Group, Inc.) (58-2201081); AFBLLC LLC (f/k/a Allied Freight Broker LLC) (59-2876864); ASCCO (Canada) Company (f/k/a Allied Systems (Canada) Company) (90-0169283); ASLTD L.P. (f/k/a Allied Systems, Ltd. (L.P.)) (58-1710028); AXALLC LLC (f/k/a Axis Areta, LLC) (45-5215545); AXCCO Canada Company (f/k/a Axis Canada Company) (875688228); AXGINC Corporation (f/k/a Axis Group, Inc.) (58-2204628); Commercial Carriers, Inc. (38-0436930); CTSINC Corporation (f/k/a CT Services, Inc.) (38-2918187); CTLLC LLC (f/k/a Cordin Transport LLC) (38-1985795); F.J. Boutell Driveway LLC (38-0365100); GACS Incorporated (58-1944786); Logistic Systems, LLC (45-4241751); Logistic Technology, LLC (45-4242057); QAT, Inc. (59-2876863); RMX LLC (31-0961359); Transport Support LLC (38-2349563); and Terminal Services LLC (91-0847582). The location of the Debtors' corporate headquarters and the Debtors' address for service of process is 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Debtors' Modified First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents*, dated December 3, 2015 [D.I. 3360]. The rules of construction set forth in Section 1.1 of the Plan shall apply to this order (the “Confirmation Order”).

- b. filed, on May 4, 2015, the *Motion to (I) Approve Disclosure Statement, (II) Approve Voting and Tabulation Procedures, and (III) Set Confirmation Hearing and Related Deadlines* [D.I. 2941] and the *Disclosure Statement in Support of Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 2940] (as further modified, supplemented and amended, the "Disclosure Statement");
- c. filed on June 17, 2015, a *Notice of Filing of Revised Plan and Disclosure Statement*, and a revised Disclosure Statement and Plan [D.I. 3014, 3015];
- d. filed, on July 8, 2015, the *Notice of Hearing to Consider Confirmation of Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents and Related Objection Deadline* [D.I. 3052];
- e. distributed solicitations materials, including ballots for voting on the Plan (the "Ballots") on or about July 17, 2015 in the form approved in that certain *Order (I) Approving Disclosure Statement, (II) Approving Voting and Tabulation Procedures, (III) Setting Confirmation Hearing and Related Deadlines, and (IV) Granting Related Relief*, dated July 8, 2015 [D.I. 3049] (the "Initial Solicitation Order"), to holders of Claims and contract and lease counterparties, and parties in interest, in compliance with the procedures contained in the Initial Solicitation Order, title 11 of the United States Code (the "Bankruptcy Code"), and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), as set forth in the *Affidavit of Service of Rust Consulting/Omni Bankruptcy ("Rust/Omni")* (and any supplements thereto), dated July 20, 2015 [D.I. 3071] (the "Sahagun Affidavit"), and sworn to by Darleen Sahagun of Rust/Omni;
- f. filed, on July 20, 2015, the *Plan Proponents' Memorandum of Law in Support of Confirmation of Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3072];
- g. filed, (i) on August 12, 2015, the *Notice of Filing of Plan Supplement* [D.I. 3126] and (ii) on September 8, 2015, the *Notice of Filing of Additional Exhibit and Revised Exhibits to the Plan Supplement* [D.I. 3189]; and (iii) on September 10, 2015, the *Notice of Filing of Revised Exhibits to the Plan Supplement* [D.I. 3207]; (as subsequently modified, supplemented and amended, together, the "Plan Supplement");
- h. filed, on August 28, 2015, the *Supplement to Disclosure Statement in Support of Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents*, [D.I. 3166] (the "Disclosure Statement Supplement");
- i. distributed the Disclosure Statement Supplement, along with revised solicitation materials (the "Supplemental Ballots"), on or about August 28, 2015 to holders of First Lien Claims, in the form approved in that certain *Order Approving Supplement to Disclosure Statement in Support of Debtors' First Amended Joint*

Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents [D.I. 3168] (the "Second Solicitation Order") together with the Initial Solicitation Order, the "Solicitation Orders"), as set forth in the *Affidavit/Declaration of Mailing re: Class 2 Plan Solicitation*, dated September 2, 2015 [D.I. 3178], and sworn to by Scott M. Ewing of Rust/Omni (the "Ewing Affidavit");

- j. filed, on August 28, 2015, *the Notice of Continued Objection and Voting Deadlines for the First Lien Lenders with Respect to Debtors' First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3171];
- k. filed, on August 28, 2015, *the Notice of Rescheduled Start Date for Confirmation Hearing* [D.I. 3170]; and
- l. filed, on September 9, 2015 *the Declaration of Catherine Nownes-Whitaker regarding Analysis of Ballots for Accepting or Rejecting Debtors' Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3192] (the "Voting Certification"); and
- m. filed on September 8, 2015, *the Declaration of John F. Blount in Support of Confirmation of the Debtors' First Amended Joint Chapter 11 Plan of Reorganization Proposed by the Debtors, the Committee and the First Lien Agents* [D.I. 3185] (the "Blount Declaration").

The United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") having:

- a. entered the Initial Solicitation Order on July 8, 2015 and the Second Solicitation Order on August 28, 2015;
- b. by the Second Solicitation Order, extended, solely for holders of First Lien Claims, the deadline to object to the Plan through September 8, 2015 at 12:00 p.m. (EDT) and the Plan voting deadline to September 8, 2015 at 4:00 p.m. (EDT)
- c. set September 10, 2015 at 9:30 a.m. prevailing Eastern Time, as the date and time for the commencement of the Confirmation Hearing;
- d. held the initial Confirmation Hearing on September 10, 2015, wherein the Bankruptcy Court (i) sustained the Retiree Committee's objections to confirmation of the Plan, (ii) sustained the United States Trustee's objection to the breadth of the exculpation provisions set forth in the Plan, (iii) overruled all other objections to the Plan not previously withdrawn, and (iv) directed that no further objections be filed absent a material adverse change to the treatment of holders of Allowed Claims pursuant to the Plan;
- e. set December 7, 2015 at 11:00 a.m. for continuance of the Confirmation Hearing;

- f. reviewed the Plan, the Disclosure Statement, the Disclosure Statement Supplement, the Plan Supplement, the Confirmation Brief, the Voting Certification, the Blount Declaration, and all other pleadings, exhibits, statements, affidavits, declarations and comments regarding Confirmation of the Plan, including all objections, statements and reservations of rights made with respect thereto;
- g. heard the statements, arguments and objections made by counsel in respect of Confirmation of the Plan;
- h. considered all oral representations, testimony, documents, filings and other evidence regarding Confirmation of the Plan;
- i. received certain objections to, and reservation of rights with respect to, confirmation of the Plan [D.I. 3132, 3135, 3138, 3139, 3153, 3169, 3184, 3187, 3194, and 3353];
- j. overruled any and all objections to the Plan and Confirmation thereof and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- k. taken judicial notice of the papers and pleadings filed in these chapter 11 cases (the "Chapter 11 Cases").

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all entities 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 Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made

applicable herein by Rules 7052 and 9014 of the Bankruptcy Rules. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)).

The Bankruptcy Court has jurisdiction over the Debtors' Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. Approval of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Bankruptcy Court has jurisdiction to enter a final order with respect thereto. Venue was proper as of the Petition Date and is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief. The Debtors qualify as "debtors" under section 109 of the Bankruptcy Code. The Debtors, the Committee, and the First Lien Agents (collectively, the "Plan Proponents") are proper proponents of the Plan.

D. Commencement and Joint Administration of these Chapter 11 Cases. On May 17, 2012, involuntary petitions were filed against ASHINC Corporation (f/k/a Allied Systems Holdings, Inc.) ("Allied Holdings") and its subsidiary ASLTD L.P. (f/k/a/ Allied Systems, Ltd. (L.P.)) ("Allied Systems") under chapter 11 of the Bankruptcy Code. On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court. On June 11, 2012, Allied Holdings and Allied Systems consented to the entry of orders for relief. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. In accordance with the Bankruptcy Court's order, dated June 11, 2012 [D.I. 89], the Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

E. Statutory Committee of Unsecured Creditors. On June 19, 2012 the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors (the "Committee") [D.I. 144].

F. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Debtors' Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of these Chapter 11 Cases.

G. Claims Bar Date. On May 29, 2013, the Bankruptcy Court entered the Bar Date Order [D.I. 1208] which among other things, (i) established bar dates for filing proofs of claim (including claims arising under section 503(b)(9) of the Bankruptcy Code), (ii) approved the form and manner for filing proofs of claim, and (iii) approved notice of the applicable bar dates. The Bar Date Order established, as applicable, (a) 12:00 a.m. Eastern Daylight Time on August 2, 2013 as the bar date for all non-governmental persons or entities to file Claims that arose before the relevant Petition Date, including all Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code, all Priority Claims, and all other unsecured non-Priority Claims (other than those owed to governmental units) and (b) 12:00 a.m. Eastern Standard Time on November 30, 2013 as the bar date for all governmental units holding claims that arose prior to the relevant Petition Date. On July 17, 2015, the Bankruptcy Court entered the *Order Establishing a Deadline for Filing Administrative Expense Requests and Approving the Form and Manner of Notice Thereof* [D.I. 3068], which among other things (x) established procedures for filing requests for the allowance of administrative expenses accruing from the Petition Date

through and including July 31, 2015, and (y) August 31, 2015 at 5:00 p.m. (prevailing Eastern Time) as the deadline for filing such requests.

H. Burden of Proof. The Plan Proponents have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. The Plan Proponents have met their burden with respect to each Debtor and each element of section 1129 of the Bankruptcy Code. Each witness who testified on behalf of the Plan Proponents at or in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his testimony.

The Solicitation Process

I. Solicitation. Each of the Plan, the Disclosure Statement, the Ballots, and the Supplemental Ballots, and notice of the Confirmation Hearing were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), and the Solicitation Orders. The forms of the Ballots (and Supplemental Ballots, as applicable) adequately address the particular needs of these Chapter 11 Cases and are appropriate for holders of Claims in Class 2 (First Lien Lender Claims), Class 3 (Second Lien Lender Claims), Class 4 (AIG Claims), and Class 5 (General Unsecured Claims) – the Classes of Claims entitled to vote to accept or reject the Plan. The period during which the Debtors solicited acceptances to the Plan was a reasonable period of time for holders to make an informed decision to accept or reject the Plan, and was in accordance with the Solicitation Orders, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation. The Debtors were not required to solicit votes from the holders of Claims or Interests in Class 1 (Priority

Claims) and Class 7 (Subsidiary Equity Interests) as these Classes are unimpaired under the Plan, and thus, the holders of such Claims or Interests are deemed to have accepted the Plan. The Debtors also were not required to solicit votes from the holders of Interests in Class 6 (Parent Equity Interests) as Interests in this Class will not receive any recovery under the Plan and, thus, the holders of such Interests are deemed to have rejected the Plan. As described in and as evidenced by the Voting Certification, the transmittal and service of the Plan, the Disclosure Statement, the Ballots, the Supplemental Ballots, and notice of the Confirmation Hearing (the "Solicitation") were timely, adequate and sufficient under the circumstances.

J. Notice. As is evidenced by the Sahagun Affidavit and the Ewing Affidavit, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Solicitation Orders and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice or re-solicitation is required.

K. Good Faith Solicitation. Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Plan Proponents and their respective control persons, members, officers, directors, employees and agents and their respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Solicitation Orders, the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation

of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan (to the extent deemed applicable), and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of the securities under the Plan, if any, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in Section 10.8 of the Plan.

L. Voting. As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Plan, the Solicitation Orders, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and any applicable non-bankruptcy law, rule, or regulation. As set forth in the Voting Certification, the following Classes of Claims entitled to vote on the Plan voted to accept the Plan: Class 2 (First Lien Lender Claims), Class 4 (AIG Claims), and Class 5 (General Unsecured Claims). Based on the foregoing, and as evidenced by the Voting Certification, at least one Impaired Class of Claims has voted to accept the Plan in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

M. Plan Supplement. The Plan Proponents have filed the Plan Supplement, which included a (i) form of Litigation Trust Agreement; (ii) form of Investment Funding Agreement; (iii) form of "Investment Funding Backstop Agreement;" (iv) form of Certificate of Incorporation for Reorganized ASHINC; (v) form of bylaws for Reorganized ASHINC; (vi) list of executory contracts and unexpired leases to be assumed; and (vii) disclosure concerning

identities of individuals associated with the Litigation Oversight Committee, ASHINC Litigation Trust, and Reorganized ASHINC. All documents contained in the Plan Supplement comply with the terms of the Plan, and the filing, notice, and service of such documents were done in accordance with the Solicitation Orders, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation and no other or further notice is or shall be required.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).

The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors, the Committee, and First Lien Agents as proponents, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(a) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). With the exception of the Administrative Claims and Priority Tax Claims, which need not be classified, Article III of the Plan classifies seven (7) Classes of Claims and Interests in the Debtors. The Claims and Interests placed in each Class are substantially similar to the other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Interests. Accordingly, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Unimpaired Classes Specified (11 U.S.C. § 1123(a)(2)). Sections 3.2 and 3.5 of the Plan specify that Claims or Interests in Class 1 (Priority Claims) and Class 7 (Subsidiary Equity Interests) (the "Unimpaired Classes") are unimpaired under the Plan within

the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(c) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).

Sections 3.3 and 3.4 of the Plan designate Claims or Interests in Class 2 (First Lien Lender Claims), Class 3 (Second Lien Lender Claims), Class 4 (AIG Claims), Class 5 (General Unsecured Claims), and Class 6 (Parent Equity Interests) (collectively, the "Impaired Classes") as impaired within the meaning of section 1124 of the Bankruptcy Code and clearly specifies the treatment of the Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Interest in each respective Class except in Class 2 where Yucaipa has agreed to different treatment for its asserted Claims, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

(e) Adequate Means for Plan Implementation (11 U.S.C. § 1123(a)(5)). The Plan and the Plan Supplement provide adequate and proper means for the implementation of the Plan, including, without limitation, (i) the continued corporate existence of the Debtors as the Reorganized Debtors as set forth in the Plan and Plan Supplement (subject to the right of the Debtors or the Reorganized Debtors, as applicable, to engage in any corporate restructuring prior to, on, or after the Effective Date, which may include the merger, liquidation, or dissolution of one or more of the Debtors or the Reorganized Debtors); (ii) the vesting of assets in the Reorganized Debtors; (iii) the authorization, issuance, and distribution of New Common Stock; (iv) the creation of the ASHINC Litigation Trust and vesting of the Litigation Claims into the ASHINC Litigation Trust; (v) the appointment and designation of the Litigation

Oversight Committee, the Litigation Trustee, and the Plan Administrator; (vi) the approval of (a) the AIG Settlement Agreement, (b) the Central States Settlement, (c) the Northwest Settlement, and (d) the settlement of any and all disputes among the First Lien Agents (on behalf of the First Lien Lenders), the Debtors and the Committee, including (without limitation) with respect to (1) the entitlement to adequate protection pursuant to the 2012 Final DIP Order and the Replacement DIP Order, and (2) the obligation to fund the Wind Down Budget (as defined in the JCT Sale Order), as incorporated into the Plan (items (a) to (d), collectively, the "Plan Settlements"); and (vii) procedures for making distributions to holders of Allowed Claims. Accordingly, the Plan satisfies section 1123(a)(5) of the Bankruptcy Code.

(f) Prohibition of Issuance of Non-Voting Securities (11 U.S.C. § 1123(a)(6)). The New Debtor Governing Documents contained in the Plan Supplement prohibit the issuance of non-voting securities. The Plan, therefore, satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

(g) Designation of Officers, Directors or Trustees (11 U.S.C. § 1123(a)(7)). The Plan Supplement disclosed the identity and affiliations of the individual proposed to serve as the initial directors of Reorganized ASHINC, the Litigation Trustee (who will serve as the initial Plan Administrator), and the members of the Litigation Oversight Committee. The manner of selection of the directors, the Litigation Trustee, and the members of the Litigation Oversight Committee was consistent with the interests of holders of Claims against, and Interests in, the Debtors and with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

(h) Earnings from Personal Services (11 U.S.C. § 1123(a)(8)). Section 1123(a)(8) of the Bankruptcy Code applies only to individual debtors and is not applicable to these Chapter 11 Cases.

(i) Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, pursuant to Sections 3.3 and 3.4 of the Plan, Claims or Interests in the Impaired Classes are impaired and, pursuant to Sections 3.2 and 3.5 of the Plan, Claims or Interests in the Unimpaired Classes, are unimpaired.

(j) Assumption and Rejection (11 U.S.C. § 1123(b)(2)). As permitted by section 1123(b)(2) of the Bankruptcy Code and Article VI of the Plan, all executory contracts and unexpired leases, other than those identified in the Plan Supplement, shall be deemed rejected as of the Effective Date, unless such executory contract or unexpired lease: (i) was assumed and assigned previously or rejected previously by the Debtors, (ii) previously expired or terminated pursuant to its own terms; or (iii) is the subject to a motion to assume filed before the Effective Date. Assumption and rejection of these executory contracts and unexpired leases pursuant to the Plan satisfies the requirements of Bankruptcy Code section 365, and is expressly authorized by Bankruptcy Code section 1123(b)(2). The Debtors have exercised reasonable business judgment in determining to assume or reject the executory contracts and unexpired leases to be rejected under the Plan. The assumption or rejection of each executory contract or unexpired lease rejected under the Plan shall be binding on the Debtors and each non-debtor party to each such executory contract or unexpired lease. The evidence supporting adequate assurance of future performance includes (a) the Plan, (b) the commitment letter for exit financing to ASHINC Corporation (which shall be subject to Section 5.20 of the Plan in all

respects), filed as part of the Plan Supplement [D.I. 3189], (c) the Reorganized Debtors' Assets, and (d) the evidence proffered or adduced by the Debtors at the Confirmation Hearing which (x) is reasonable, persuasive, credible, and accurate; (y) has not been controverted by other evidence; and (z) satisfies the requirements of the Bankruptcy Code.

(k) Settlement/Retention of Claim or Interests (11 U.S.C. § 1123(b)(3)).

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination 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, including the Plan Settlements, are in the best interests of the Debtors, the Estates and all holders of Claims and Interests, and are fair, equitable and reasonable. As permitted by section 1123(b)(3) of the Bankruptcy Code, Sections 5.10, 5.11, and 5.12 of the Plan provide that, from and after the Effective Date, except as otherwise expressly provided in the Plan, the Litigation Trustee may pursue the Litigation Claims.

(l) Modification of Rights (11 U.S.C. § 1123(b)(5)). As permitted by section 1123(b)(5) of the Bankruptcy Code, the Plan modifies the rights of holders of Claims and Interests in Classes 2, 3, 4, 5, and 6. The Plan leaves unaffected the rights of holders of Claims in Class 1 and 7.

(m) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). As permitted by section 1123(b)(6) of the Bankruptcy Code, the Plan includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code, including, without

limitation, certain release, exculpation, and injunction provisions in Article X of the Plan. Based upon the facts and circumstances of these Chapter 11 Cases, the release, exculpation, and injunction provisions in the Plan, including the releases by holders of Claims and Interests set forth in Section 10.6(b) of the Plan, are fair, equitable, and reasonable, are supported by sufficient and valuable consideration, are an integral component of compromises and settlements underlying the Plan, are necessary for the realization of value for stakeholders, are the product of extensive arm's length negotiations or based on consent, were necessary to the formation of the consensus embodied in the Plan and the Plan Supplement documents, are in the best interests of the Debtors and their estates, creditors, and equity holders, and are, in light of the foregoing, appropriate. The failure to implement the release, exculpation, and injunction provisions would seriously impair the Debtors' ability to confirm and consummate the Plan, and would likely lead to the conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code. Each of the Released Parties afforded value to the Debtors and aided in the reorganization process. The Released Parties played an integral role in the formulation of the Plan and have expended significant time and resources analyzing and negotiating the issues presented by these Chapter 11 Cases. In addition, the Debtor releases set forth in Section 10.6 of the Plan are fully consensual and the exculpations in Section 10.8 of the Plan do not relieve any party of liability for fraud, criminal conduct, gross negligence, willful misconduct, or willful violation of federal or state securities laws or the Internal Revenue Code. Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties, and/or the evidence proffered or adduced at the Confirmation Hearing, the Bankruptcy Court finds that the release, exculpation, and injunction provisions set forth in Article X of the Plan are consistent with the Bankruptcy Code and applicable law and are appropriate under the circumstances.

(n) Sale of Exempt Property (11 U.S.C. § 1123(c)). The Debtors are not individuals. Accordingly, section 1123(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

O. The Plan Proponents' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). Except as otherwise provided for or permitted by order of the Bankruptcy Court, the Plan Proponents have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Solicitation Orders in transmitting the Plan, the Plan Supplement, the Disclosure Statement, the Ballots, the Supplemental Ballots, and related documents and notices and in soliciting and tabulating the votes on the Plan. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

P. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan Proponents have proposed the Plan, including all documents necessary to effectuate the Plan, in good faith and not by any means forbidden by law, thereby satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code. The Plan Proponents' good faith is evident from the facts and record of these Chapter 11 Cases, the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Plan itself and the process leading to its formulation provide independent evidence of the Plan Proponents' good faith, serve the public interest, and assure fair treatment of holders of Claims and Interests. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates and to maximize distributions to all creditors. Further, the Plan's classification, indemnification, exculpation, release, discharge, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A),

1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are integral to the Plan and supported by valuable consideration.

Q. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

Any payment made or to be made by the Plan Proponents, or by any other person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, has been approved by, or shall be subject to the approval of, the Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Successors (11 U.S.C. § 1129(a)(5)). The Plan Proponents have complied with section 1129(a)(5) of the Bankruptcy Code, to the extent applicable. The identity and affiliations of the person(s) proposed to serve as (i) directors and officers of Reorganized ASHINC, (ii) members of the Litigation Oversight Committee, and (iii) the Litigation Trustee and Plan Administrator after the Effective Date of the Plan have been fully disclosed. Each of these persons is qualified and the appointment to such office of such person(s) is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. As set forth in the Plan Supplement, on the Effective Date, the Litigation Trustee shall be Catherine E. Youngman who will also serve as the Plan Administrator. As set forth in the Plan Supplement, on the Effective Date, the members of the Litigation Oversight Committee shall oversee the ASHINC Litigation Trust and the Litigation Trustee. The proposed directors and officers of Reorganized ASHINC will serve in accordance with the New Debtor Governing Documents. Thus, the identity and affiliations of the persons proposed to serve as officers and/or directors of the Debtors and the successor to the Debtors under the Plan have

been fully disclosed, and the appointment to such offices of such person(s) is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. Accordingly, section 1129(a)(6) of the Bankruptcy Code is not applicable in these Chapter 11 Cases.

T. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The liquidation analysis (attached as Exhibit DS-5 to the Disclosure Statement) and other evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each holder of a Claim or Interest in an Impaired Class either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. The liquidation analysis provided in the Disclosure Statement, including the methodology used and estimations and assumptions made therein, and the evidence related thereto that was proffered at the Confirmation Hearing, (a) is persuasive and credible as of the dates such evidence was prepared, presented, or proffered, (b) either has not been controverted by other persuasive evidence or has not been challenged, (c) is based upon reasonable and sound assumptions, and (d) provides a reasonable estimate of the liquidation value of the Debtors' estates upon a conversion to a chapter 7 case. Recoveries pursuant to the Plan are equal to or in excess of those that would be available if the Debtors were liquidated

pursuant to chapter 7 and, therefore, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Claims in Class 1 (Priority Claims) are unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Holders of Claims in Class 2 (First Lien Lender Claims) voted to accept the Plan by at least two-thirds in amount and one-half in number. *See Voting Certification*. Holders of Claims in Class 4 (AIG Claims) voted to accept the Plan by at least two-third in amount and one-half in number. *See Voting Declaration*. Holders of Claims in Class 5 (General Unsecured Claims) voted to accept the Plan by at least two-third in amount and one-half in number. *See Voting Declaration*. With respect to the remaining Impaired Classes (Class 3 – Second Lien Lender Claims and Class 6 – Parent Equity Interests), the Plan is confirmable because it satisfies the provisions of section 1129(b)(2) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code.

V. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Claims under the Plan of the type specified in sections 507(a)(1) through 507(a)(8) of the Bankruptcy Code, if any, complies with the provisions of section 1129(a)(9)(c) of the Bankruptcy Code. A condition to the Plan's Effective Date is that (i) the aggregate amount of all Allowed Administrative Claims and Allowed Priority Tax Claims shall not exceed \$4.5 million (such cap subject to reduction, per section 8.2(g) of the Plan) and (ii) the aggregate amount of all Allowed Priority Claims shall not exceed \$275,000 (collectively, the "Admin/Priority Cap"). The aggregate amount of filed Administrative Claims, Priority Tax Claims, and Priority Claims ("Filed Admin/Priority

Claims") is anticipated to exceed the Admin/Priority Cap (such excess, the "Shortfall Amount"). The Effective Date of the Plan will be deferred until either (a) the Filed Admin/Priority Claims are below the Admin/Priority Cap as a result of successful claim challenges, or (b) the Plan Proponents waive the Admin/Priority Cap as a condition to the Plan's effectiveness and the Shortfall Amount is set aside in a reserve account. Accordingly, the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

W. Acceptance by at Least One Impaired Class (11 U.S.C. § 1129(a)(10)). At least one Impaired Class entitled to vote affirmatively accepted the Plan by the requisite majorities with respect to each Debtor, determined without including any acceptance of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code with respect to all Debtors. *See* Voting Certification. Claims in Class 1 (Priority Claims) and Class 7 (Subsidiary Equity Interests) are unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

X. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is feasible and that there is a reasonable prospect of the Debtors being able to meet their financial obligations under the Plan and that confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

Y. Payment of Fees (11 U.S.C. § 1129(a)(12)). Pursuant to Section 10.2 of the Plan, all fees payable pursuant to section 1930 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors on or before the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

Z. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Retiree Benefit Plans have been modified and cancelled in accordance with the terms of the 1114 Order. On the Effective Date, the Debtors shall make the payments to or for the benefit of the participants or beneficiaries of the Retiree Benefit Plans, as provided in the 1114 Order. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

AA. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

BB. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

CC. No Applicable Non-Bankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed, business or commercial corporation. Accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

DD. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to each

Class that has rejected the Plan or was deemed to reject the Plan, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because no holder of any interest that is junior to such Class will receive or retain any property under the Plan on account of such junior interest, and no holder of a Claim in a Class senior to such Class is receiving more than 100% recovery on account of its Claim. Moreover, the Plan's treatment of Class 3 (Second Lien Lender Claims) complies with sections 1129(b)(1) and (b)(2) of the Bankruptcy Code because the treatment of the Claims in such class is fully consistent with the contractual rights of holders of Second Lien Lender Claims, as set forth in the Intercreditor Agreement, which is enforceable under section 510(c) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding its rejection by the rejecting Classes.

EE. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan solicited and brought to the Court for confirmation in each of these Chapter 11 Cases. Accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

FF. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). 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 of 1933 and no governmental entity has objected to the confirmation of the Plan on any such grounds. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

GG. Small Business Case (11 U.S.C. § 1129(e)). None of these Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

HH. Modifications of the Plan (11 U.S.C. § 1127). Any modifications made to the Plan since the Solicitation (other than those disclosed in the Disclosure Statement

Supplement) do not constitute changes that materially and adversely change the treatment of any Claims or Interests and do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of acceptances or rejections of the Plan under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims against the Debtors be afforded an opportunity to change previously cast acceptances or rejections of the Plan.. The modifications noticed in the Disclosure Statement Supplement, and the re-solicitation of the holders of Claims in Class 2 (First Lien Lender Claims) and the opportunity afforded them to change previously cast acceptances or rejections of the Plan, as well as the other immaterial modifications of the Plan, comply in all respects with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

II. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, exhibits, statements, declarations and affidavits filed in connection with Confirmation of the Plan, and all evidence and arguments made, proffered or adduced at the Confirmation Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

JJ. Implementation. All documents and agreements necessary to implement the Plan, including, without limitation, each of the documents contained in the Plan Supplement, and all other relevant and necessary documents, have been negotiated in good faith and at arm's length, do not inappropriately conflict with applicable non-bankruptcy law, and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements.

KK. Good Faith. Based on the record before this Court in these Chapter 11 Cases, the Plan Proponents and each Plan Proponents' related Persons will be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to (i) consummate

the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Order, and shall not be liable under any applicable law, rule, or regulation governing solicitation of acceptance or rejection of the Plan or the offer, issuance, sale, or purchase of securities.

LL. Preservation of Causes of Action. It is in the best interests of the Debtors, their estates, creditors and Interest holders that the Estate Claims (as defined in the Plan) that may be pending on the Effective Date, except as otherwise expressly provided in the Plan or this Order, shall be vested in the ASHINC Litigation Trust which shall have the sole and exclusive right to litigate (or abandon) any claims or causes of action that constitute the Litigation Claims (which includes the Estate Claims).

MM. Investment Funding Transactions. The Investment Funding Agreement and the Investment Funding Backstop Agreement, as well as the Litigation Proceeds Waterfall, Investments and the "Backstop Payment" contemplated therein, are fair and reasonable and do not violate any applicable law in that, among other things, (i) the Investors are entering in the Investment Funding Agreement solely for the purpose to profit from their investments, (ii) the Investors will only receive the distributions set forth in the Litigation Proceeds Waterfall in the event that the ASHINC Litigation Trust recovers on the Litigation Claims, and that (ii) the Investors are not acquiring the Debtors' right to sue.

ORDER

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

1. Confirmation of the Plan. The Plan, as modified pursuant to section 1127 of the Bankruptcy Code, and each of its provisions, including the Plan Supplement, shall be, and

hereby is, CONFIRMED pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement are authorized and approved, including but not limited to the (i) New Debtor Governing Documents, (ii) Litigation Trust Agreement, (iii) Investment Funding Agreement, and (iv) Investment Funding Backstop Agreement. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Order. The forms, terms, and provisions of the Plan Supplement may be amended or modified by the Plan Proponents through and including the Effective Date in a manner consistent with, and that does not materially modify, the Plan; *provided, however*, that any amendments or modifications affecting Yucaipa's treatment under the Plan shall require Yucaipa's prior written consent (which consent shall be provided or withheld in Yucaipa's sole discretion), as set forth in Section 10.12 of the Plan.

2. Objections Overruled. All objections, responses to, and statements and comments, if any, in opposition to or inconsistent with the Plan, other than those withdrawn with prejudice or resolved in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, OVERRULED and DENIED in their entirety. All withdrawn objections are deemed withdrawn with prejudice.

3. Plan Settlements. Each of the Plan Settlements, and each component of the Plan Settlements, is hereby approved pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 as fair and reasonable and in the best interests of each of the Debtors, their estates and creditors. Further, the Plan Settlements are deemed an integrated compromise and settlement and, accordingly, are non-severable from each other and from all other terms of the Plan. The compromises and settlements embodied in the Plan Settlements are fair, equitable, and within the range of reasonableness. The Debtors and the Reorganized Debtors, as

applicable, are duly authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents, and papers, and to take any and all actions reasonably necessary or appropriate to consummate the Plan Settlements.

4. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases and exculpation provisions set forth in Article X, constitute a good-faith compromise and settlement of all Claims, disputes, or controversies relating to the rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any such Allowed Claim.

5. Implementation of the Plan. The Debtors, the Reorganized Debtors, the Committee, the First Lien Agents, the Litigation Trustee, the Litigation Oversight Committee and the ASHINC Litigation Trust, each to the extent applicable and in accordance with the terms and conditions of the Plan, are authorized to (i) execute, deliver, file, and/or record such documents, contracts, instruments, releases, and other agreements, including, without limitation, those contained in the Plan Supplement, (ii) make any and all distributions and transfers contemplated pursuant to, and as provided for in, the Plan, and (iii) take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan. Pursuant to Section 5.1 of the Plan, no portion of the GUC Cash Distribution shall be funded with Cash Collateral allocable to the Disputed First Lien Obligations and held by the Debtors or the First Lien Agents and instead, the GUC Cash Distribution shall be funded solely from Cash Collateral allocable to the First Lien Obligations held by the First Lien Lenders other than Yucaipa.

6. No Action. To the extent that, under applicable non-bankruptcy law, any action to effectuate the terms of the Plan would otherwise require the consent or approval of the members, managers, directors or officers of any of the Debtors, this Order shall, pursuant to sections 1123(a)(5) and 1142 of the Bankruptcy Code, constitute the consent or approval, and such actions are deemed to have been taken by unanimous action of the members, managers, directors and officers of the appropriate Debtors.

7. Binding Effect. From and after entry of this Order, and subject to the occurrence of the Effective Date, except to the extent otherwise provided in the Plan or this Order, the provisions of the Plan, as applicable, shall be binding on and shall insure to the benefit of, any heir, executor, administrator, personal representative, successor, or assign of such Person, including, but not limited to, the ASHINC Litigation Trust, the Reorganized Debtors, all holders of Claims and Interests of the Debtors (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, and all other parties in interest in the Chapter 11 Cases.

8. Corporate Existence. Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement, the Reorganized Debtors shall continue to exist as of and after the Effective Date as private legal entities, in accordance with applicable non-bankruptcy law and pursuant to the New Debtor Governing Documents. Notwithstanding the foregoing, the Debtors or the Reorganized Debtors, as applicable, may engage in any corporate restructuring prior to, on or after the Effective Date,

which may include the merger, liquidation or dissolution of one or more of the Debtors or the Reorganized Debtors.

9. New Common Stock. On the Effective Date, Reorganized ASHINC shall authorize and issue or reserve for issuance all of the New Common Stock required to be issued or reserved in connection with the Plan. The New Common Stock authorized or issued in connection with the Plan shall be authorized without the need for further corporate action or without any further action by any Person, and once issued, shall be duly authorized, validly issued, fully paid and non-assessable. The rights of the holders of the New Common Stock shall be as provided for in the New Debtor Governing Documents.

10. Section 1145 Exemption. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Common Stock shall 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 law requiring registration, prior to the offering, issuance, distribution or sale of securities. In addition, except as otherwise provided in the Plan, to the maximum extent provided under section 1145 of the Bankruptcy Code, the New Common Stock will be freely tradable by the recipients thereof, subject to: (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of New Common Stock; (ii) the restrictions, if any, on the transferability of New Common Stock; and (iii) applicable regulatory approval.

11. Vesting of Assets in the Reorganized Debtors. As provided for in Section 5.9 of the Plan, all property and assets of each Estate (other than the Litigation Trust Assets)

shall vest in each respective Reorganized Debtor on the Effective Date. Thereafter, subject to Section 5.20 of the Plan, the Reorganized Debtors may operate their business and may use, acquire, and dispose of such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, or Bankruptcy Court approval. Except as specifically provided in the Plan or herein, as of the Effective Date, all property of the Reorganized Debtors shall be free and clear of all Claims and Interests, and all Liens with respect thereto.

12. The provisions of the Plan and this Confirmation Order vesting such assets free and clear of Liens, Claims, Interests, charges, or other encumbrances shall be self-executing, and the Debtors and Reorganized Debtors shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments, agreements, or documents in order to effectuate, consummate and implement such provisions. However, on or before the Effective Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary or reasonably requested by the Debtors or Reorganized Debtors to release any Liens, Claims, Interests, charges, or other encumbrances (including without limitation any deposit account control agreements) of any kind or nature whatsoever against any portion or all of the assets of the Estates, as such Liens, Claims, Interests, charges, or other encumbrances (including without limitation any deposit account control agreements) may have been recorded or may otherwise exist. If any Person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Interests, charges, or other encumbrances in or against any assets of the Estates shall not have delivered to the Debtors prior to the Effective Date in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Interests, charges, or other encumbrances, the Debtors and/or Reorganized Debtors are hereby

authorized to execute and file such statements, instruments, releases, and other documents on behalf of the Person or entity.

13. In the event any of the Reorganized Debtors' Assets (other than the Debtors' interests in Haul Insurance Limited) is sold, transferred, assigned, pledged, hypothecated or otherwise disposed of prior to the occurrence of the Effective Date, for the purposes of the Plan such transaction shall be deemed to have occurred after the Effective Date and the net proceeds from such sale, transfer, assignment or other disposition shall be distributed to the Non-Electing First Lien Lenders entitled thereto in accordance with Sections 3.3(a), 3.7(c) and 5.20 of the Plan.

14. The First Lien Lender Deferred Distribution shall be paid by Reorganized Debtors to the Non-Electing First Lien Lenders. The First Lien Lender Deferred Distribution shall be paid by Reorganized Debtors solely from the net cash proceeds received by the Reorganized Debtors from the sale, transfer, assignment or other disposition of the Reorganized Debtors' Assets (other than the Reorganized Debtors' interest in Haul Insurance Limited), and after the Reorganized Debtors have recovered an amount (in cash and other property) equal to the First Lien Lender Cash Distribution from such Reorganized Debtors' Assets. For the avoidance of doubt, the Reorganized Debtors shall have absolute discretion as to the time, method and terms for the sale, transfer, assignment or disposition of all or any portion of the Reorganized Debtors' Assets (except that the majority of the consideration received by the Reorganized Debtors from such sale, transfer, assignment, or disposition must be Cash). The Reorganized Debtors shall have no fiduciary or other duty to any First Lien Lender that is or may be entitled to receive all or any portion of the First Lien Lender Deferred Distribution. Without limiting the generality of the foregoing, the Reorganized Debtors may incur indebtedness

secured by a Lien on all or a portion of the Reorganized Debtors' Assets *provided* that the incurrence of such indebtedness shall not be for the purpose of (a) making or paying any dividend on account of the New Common Stock, or (b) making any investment in Haul Insurance Limited (except with respect to clauses (a) and (b) to the extent such indebtedness is secured solely by the Reorganized Debtors' equity interests in Haul Insurance Limited), and *provided further* that any such indebtedness incurred shall either be from (i) a third party (i.e., a party that is not a Plan Proponent, an affiliate of a Plan Proponent or any of their respective officers, directors or agents) or (ii) a Plan Proponent, an affiliate of a Plan Proponent or any of their respective officers, directors or agents on terms no less favorable to the Reorganized Debtors than those that could be obtained from a third party.

15. The Reorganized Debtors will make available to each First Lien Lender that is entitled to receive a portion of the First Lien Lender Deferred Distribution an accounting upon the sale, transfer, assignment, or other disposition of any Reorganized Debtor Asset (other than any interest in Haul Insurance Limited) setting forth (to the extent applicable) (a) a description of the Reorganized Debtor Asset sold, transferred, assigned, or otherwise disposed of, (b) the identity of the party (or parties) to whom such Reorganized Debtor Assets was sold, transferred, assigned, or otherwise disposed of, (c) the gross amount received by the Reorganized Debtors, (d) the direct third party (i.e., a party that is not a Plan Proponent, an affiliate of a Plan Proponent or any of their respective officers, directors or agents) reasonable costs and expenses of maintaining, preserving and protecting such Reorganized Debtor Asset and any associated third party costs of sale, transfer, assignment or disposition, (e) the net proceeds recovered by the Reorganized Debtors, (f) the aggregate amount recovered by the Reorganized Debtors through the date thereof on account of the First Lien Lender Cash Distribution, and (g) the amount (if

any) payable on account of the First Lien Lender Deferred Distribution. The obligation of the Reorganized Debtors to provide such accounting shall terminate upon the payment in full of the First Lien Lender Deferred Distribution.

16. Treatment of Yucaipa. Pursuant to the Plan, Yucaipa shall receive the treatment afforded to holders of First Lien Claims who are Non-Electing First Lien Lenders in Class 2 and as further set forth in Section 3.7 of the Plan. The First Lien Agents, the Debtors, and the Plan Administrator are authorized and directed to take any action necessary to effectuate the provisions of Section 3.7 of the Plan in accordance with its terms. On the Effective Date, the Plan Administrator shall succeed to the rights and obligations of the Debtors under the Disputed First Lien Obligations Escrow. In addition, nothing in the Plan or this Order shall impair or limit the right of any party with respect to the Disputed First Lien Obligations Escrow or the approximately \$16.5 million being held by the First Lien Agents as a reserve for the payment of fees and expenses incurred by Yucaipa, and that Yucaipa has alleged are subject to reimbursement pursuant to the terms of the First Lien Credit Agreement (such reserve the "Yucaipa Fee Reserve"). The Yucaipa Fee Reserve shall be preserved and not disbursed until entry of a Final Order of a court of competent jurisdiction or a written settlement agreement binding the parties resolving the disputes relating to the funds on deposit in the Yucaipa Fee Reserve..

17. Accounting With Respect to First Lien Reserves and Winddown Reserve. No later than 10 Business Days following the Effective Date, the Reorganized Debtors and the First Lien Agents shall provide to Yucaipa and each other First Lien Lender who makes a written request therefore an analysis showing, with respect to each of the First Lien Reserve and the Winddown Reserve, (a) the balance in such Reserve as of September 1, 2015, (b) the

distributions of such Cash made pursuant to the Plan, (c) the amount of any reserves established pursuant to the Plan or by the First Lien Agents, as applicable, and (d) the resulting balance of such First Lien Reserve or Winddown Reserve.

18. Approval of the ASHINC Litigation Trust and Appointment of the Litigation Trustee. The establishment of the ASHINC Litigation Trust in accordance with the terms of the Plan and the Litigation Trust Agreement is hereby authorized and approved in accordance with their respective terms. The ASHINC Litigation Trust shall be established on the Effective Date for the purpose of prosecuting the Litigation Claims. Notwithstanding anything in the Plan, the Plan Supplement, or this Confirmation Order to the contrary, nothing in the Plan, Plan Supplement, or this Confirmation Order shall (i) affect the United States District Court's withdrawal of the reference for the Estate Claims asserted against Mark Gendregske or require that trial or discovery of such claims be coordinated with trial or discovery of any other Litigation Claims, or (ii) limit or impair any as yet unnamed defendant's right to contest the coordination of trial or discovery of any Estate Claims that may be asserted against them with trial or discovery of any Litigation Claims. Notwithstanding the foregoing, nothing herein shall limit or impair the right of any party to make any motion, application, or request to the Bankruptcy Court, the United States District Court, or any other court of competent jurisdiction with respect to the Estate Claims asserted against Mr. Gendregske or that may be asserted as against any as yet unnamed defendant, including with respect to the coordination of discovery and/or trial. Except as otherwise ordered, the Litigation Trust Expenses on or after the Effective Date shall be paid in accordance with the Litigation Trust Agreement without further order of the Bankruptcy Court.

19. Approval of the Investment Transactions. The Investment Funding Agreement and the Investment Funding Backstop Agreement, as well as the Litigation Proceeds Waterfall, Investments, and the Backstop Payment contemplated therein are hereby authorized and approved in accordance with their respective terms. Proceeds of any recovery on account of the Litigation Claims shall be distributed in accordance with the Investment Funding Agreement and the Litigation Proceeds Waterfall, as set forth in Section 5.14 of the Plan.

20. Appointment of the Litigation Trustee and Litigation Oversight Committee. The appointment of Catherine E. Youngman as the Litigation Trustee is hereby approved. The appointment of (i) Jeffrey Buller, (ii) Samuel Goldfarb, and (iii) Brad Berliner as the initial three members of the Litigation Oversight Committee is hereby approved. On the Effective Date, the Litigation Trustee, and not the Reorganized Debtors, shall be the Estates' representative in accordance with Section 1123 of the Bankruptcy Code. The Litigation Trustee shall have all the rights and powers set forth in the Litigation Trust Agreement and in the Plan. The Litigation Trustee and Litigation Oversight Committee shall be authorized to retain and employ Professionals to assist it with and advise it with respect to its duties under the Plan. All fees and expenses of such Professionals shall be satisfied by the ASHINC Litigation Trust.

21. Vesting of Assets in the ASHINC Litigation Trust. On the Effective Date, the Litigation Claims shall vest automatically in the ASHINC Litigation Trust. The ASHINC Litigation Trust shall be deemed to be an assignee of the Committee with respect to the Estate Claims. Upon the transfer of the Litigation Trust Assets, the ASHINC Litigation Trust shall succeed to all of the Debtors' and the First Lien Agents' rights, title and interest in the Litigation Trust Assets, the ASHINC Litigation Trust shall be substituted in as plaintiff in Adversary Proceedings Numbers No. 13-50530 and 14-50971 for all purposes, and the Debtors and the First

Lien Agents will have no further interest in or with respect to the Litigation Trust Assets (all of which shall be evidenced by the Litigation Trust Interests). The Litigation Trustee shall have the power to make all decisions with respect to the prosecution of the Litigation Claims, subject to oversight from the Litigation Oversight Committee, the terms of the Litigation Trust Agreement, and the limitations set forth in Section 5.10(b) of the Plan.

22. Appointment of Plan Administrator. The appointment of Catherine E. Youngman as the Plan Administrator is hereby approved. On the Effective Date, the Plan Administrator shall have all the rights and powers to implement the provisions of the Plan pertaining to the Plan Administrator, including, without limitation, the right to (i) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan; (ii) make distributions as contemplated in the Plan (other than those distributions to be made by the First Lien Agents), (iii) establish and administer any necessary reserves for Disputed Claims that may be required (so long as such reserves do not impact any treatment of Yucaipa under the Plan); and (iv) object to Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such Disputed Claims. For the avoidance of doubt, the Plan Administrator shall have no obligation to object to or dispute (or expend funds to object to or dispute) any Claim where, in the Plan Administrator's sole judgment, the cost of such objection or dispute is not warranted in light of the potential incremental benefit to the remaining holders of Claims. The reasonable costs and expenses incurred by the Plan Administrator in performing the duties set forth in the Plan shall be paid by the ASHINC Litigation Trust, subject to the approval of the Litigation Oversight Committee.

23. Cancellation of Existing Securities. Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated in the Plan, on the Effective Date all Old Securities, including all promissory notes, stock, instruments, warrants, certificates and other documents evidencing the Parent Equity Interests shall be deemed automatically cancelled and surrendered and shall be of no further force in accordance with Sections 5.4 and 7.7 of the Plan, and the obligations of the Debtors thereunder or in any way related thereto, including any obligation of the Debtors to pay any franchise or similar type taxes on account of such Interests, shall be discharged. Upon entry of this Order and through and until the Effective Date, any trade, transfer, purchase, sale or other disposition of Old Securities by any person or entity that beneficially owns (as determined in accordance with the applicable rules under section 382 of the Internal Revenue Code) at least 4.5% of the issued and outstanding shares of such Old Securities shall be null and void, unless either (i) prior written consent is obtained from the Plan Proponents or (ii) such transaction is approved by an order of this Court upon sixty (60) days' prior written notice to the Plan Proponents.

24. Corporate Action. On the Effective Date, the adoption and filing of the New Debtor Governing Documents and all actions contemplated by the Plan shall be authorized and approved in all respects. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders, directors or officers of the Debtors or the Reorganized Debtors. As of the Effective Date, the appropriate officers and directors of the Reorganized Debtors shall be authorized to execute, deliver, file, or record the documents included in the Plan Supplement and such other contracts, instruments, releases, indentures, and other agreements or documents, and

take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. All of the foregoing is authorized without the need for any required approvals, authorizations, or consents except for express consents required under the Plan. 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 and any related documents, instruments, securities, agreements and any amendments or modifications thereto.

25. Directors and Officers of the Debtors. As of the Effective Date, the directors and officers named in the Plan Supplement shall be appointed the directors and officers of Reorganized ASHINC. Other directors and officers of the Reorganized Debtors shall be selected by the parties to whom the New Common Stock will be distributed pursuant to the Plan. All officers and directors of the Debtors not listed in the Plan Supplement shall be deemed to have resigned on the Effective Date.

Treatment of Executory Contracts and Unexpired Leases

26. The provisions of Article VI of the Plan governing executory contracts and unexpired leases are hereby approved in their entirety, provided, however, that the assumption or rejection of any executory contract or unexpired lease provided hereby shall not be effective if the counterparty to such contract or lease files an objection to the proposed assumption or rejection (including as to any Cure Claim) within ten (10) days after filing of notice of this Order. In the event a timely objection is filed, assumption or rejection shall be subject to further order of this Court.

27. Rejection of Contracts and Leases. On the Effective Date, except for the executory contracts and unexpired leases listed on the Plan Supplement, and except to the extent that a Debtor either previously has assumed, assumed and assigned, or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court, including, but not limited to, the JCT Sale Order or the SBDRE Sale Order, or has filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code. This Confirmation Order shall constitute approval of any such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

28. Claims Based on Rejection of Contracts or Leases. Claims, if any, created by the rejection of executory contracts and unexpired leases or termination of any executory contract or unexpired lease prior to the Effective Date, must be filed with the Bankruptcy Court and served on the Litigation Trustee no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease for which proofs of claim are not timely filed within that time period will be forever barred from assertion against the Debtors, the Estates, their successors and assigns, and their assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. Any such Claims that are timely filed as provided herein shall be treated, to the extent Allowed, as General Unsecured Claims under the Plan and shall be subject to the provisions of Article III of the Plan.

29. Assumption of Contracts or Leases. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code,

the Debtors shall assume each of the respective executory contracts and unexpired leases listed as Assumed Contracts in the Plan Supplement; *provided, however*, that the Debtors shall have the right, at any time prior to the Effective Date, to amend the Plan Supplement to: (i) delete any executory contract or unexpired lease listed therein, thus providing for its rejection pursuant hereto; or (ii) add any executory contract or unexpired lease to the Plan Supplement.

30. Payments Related to the Assumption of Contracts or Leases. Any Cure Claims associated with any executory contract or unexpired lease to be assumed shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code: (i) by payment of the Cure Claim in Cash on or after the Effective Date; or (ii) on such other terms as are agreed to by the parties to such executory contract or unexpired lease. Pursuant to section 365(b)(2)(D) of the Bankruptcy Code, no Cure Claim shall be allowed for a penalty rate or other form of default rate of interest. Any objection by a counterparty to a proposed assumption of an executory contract or unexpired lease or amount of any Cure must be filed with the Bankruptcy Court and served on the Litigation Trustee no later than fifteen (15) days after notice of assumption is provided to the counterparty to that contract or lease. Any counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption and assignment of such executory contract or unexpired lease or such Cure amount shall be deemed to have assented to such matters, and will be forever barred from asserting such objection or any other Cure amount against the Debtors, the Estates, the Reorganized Debtors, the ASHINC Litigation Trust, and their successors and assigns, and their assets and properties. All defaults under any executory contract or unexpired leases assumed under the Plan and this Confirmation Order occurring, arising, or accruing prior to the Effective Date shall be deemed cured or satisfied upon payment on the Cure Claim and, without limiting the foregoing, no effect shall be given to any default of

the type set forth in section 365(b)(2) of the Bankruptcy Code, or the type of default concerning an unexpired lease of real property described in section 365(b)(1) of the Bankruptcy Code whether or not such contract or lease is an executory contract within the meaning of section 365 of the Bankruptcy Code.

31. Indemnification Obligations Regarding Prepetition Acts or Omissions.

Any obligation of the Debtors to indemnify, reimburse or limit the liability of any Person, including, but not limited to, any officer or director of the Debtors, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtors, relating to any acts or omissions occurring before the Petition Date, whether arising pursuant to charter, bylaws, contracts or applicable state law, shall be deemed to be, and shall be treated as, an executory contract and (i) shall be and hereby is deemed rejected and terminated as of the Effective Date and (ii) any and all Claims resulting from such obligations shall be, and hereby are, disallowed pursuant to Bankruptcy Code section 502(e). Without limiting the reservation of rights contained in Paragraph 50, for the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, the Plan Supplement, or this Confirmation Order, nothing in the Plan, the Plan Supplement, or this Confirmation Order shall limit or impair the rights, if any, of (a) any current or former officers and/or directors of the Debtors under the Debtors' existing certificates of incorporation, including but not limited to any exculpation of liability for breach of fiduciary duty claims or (b) Yucaipa rights in respect of the Disputed First Lien Obligations Escrow or the Yucaipa Fee Reserve.

32. Distributions. The provisions of the Plan governing distributions and procedures for resolving and treating Disputed Claims (including, without limitation, the Disputed First Lien Obligations) are approved and found to be fair and reasonable. The Plan

Administrator and the Litigation Trustee, as applicable, shall make distributions required under the Plan. The First Lien Agents will make the distributions from the First Lien Reserves to the First Lien Lenders as contemplated by the Plan.

33. Setoffs and Recoupment. The Plan Administrator may, but shall not be required to, set off against any Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the holder of such Claim; *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such holder. Any holder of a Claim (other than Yucaipa) that did not assert any setoff rights against a Claim by a Debtor against such Entity by filing an appropriate motion seeking authority to set off on or before the date hereof shall be deemed to have waived and be forever barred from asserting any right to set off against a Claim by a Debtor or Reorganized Debtor, notwithstanding any statement to the contrary in a proof of claim or any other pleading or document filed with the Bankruptcy Court or delivered to the Debtors.

34. Subordinated Claims. Except as expressly provided herein, the allowance, classification and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise.

35. Administrative Claim Bar Date. Except as otherwise provided in the Plan, requests for payment of Administrative Claims must have been or be filed on or before the

Administrative Claims Bar Date, which was (i) August 31, 2015 for Administrative Claims arising from the Petition Date through and including July 31, 2015, and (ii) forty-five (45) days after the Effective Date for Administrative Claims arising from August 31, 2015 through and including the Effective Date. Holders of Administrative Claims that are or were required to, but did not or do not, file and serve a request for payment of such Administrative Claims by such applicable dates are forever barred, estopped and enjoined from asserting such Administrative Claims.

36. Professional Fee Claims. All final Requests for Payment of Professional Fee Claims must be filed and served on the Reorganized Debtor and the Plan Administrator, their counsel, and other necessary parties in interest no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court; *provided, however*, that any liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto. Objections to Requests for Payment must be filed and served on the Reorganized Debtor and the Plan Administrator, their counsel, and the requesting Professional or other entity no later than twenty (20) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable Request for Payment was served. To the extent necessary, the Plan and this Confirmation Order shall amend and supersede any previously entered order regarding the payment of Professional Fee Claims. Upon entry of a Final Order approving any such Request for Payment, the Debtors shall promptly pay any unpaid portion of such Allowed Professional Fee Claim.

37. Post-Effective Date Expenses. From and after the Effective Date, the payment of the fees and expenses of the retained Professionals of the Reorganized Debtors, the

Plan Administrator, the Litigation Oversight Committee, or the ASHINC Litigation Trust (to the extent different from those of the Plan Administrator) shall not be subject to an application and shall be made in the ordinary course of business and without approval of the Bankruptcy Court.

38. Reports from Insured Parties. From and after the Effective Date, Mark Gendregske and Brian Cullen (the "Insured Parties") shall no longer be required to submit a written report of their fees and expenses ("Fee Reports") to the Court, counsel to the Debtors, the U.S. Trustee or the Committee, or any other party in the Chapter 11 Cases, and any costs or expenses sought by the Insured Parties may be made in the ordinary course of business without the need for oversight or approval of the Bankruptcy Court. Notwithstanding the foregoing, the Insured Parties shall provide Fee Reports to the Litigation Trustee, and nothing herein shall limit or impair the right of any party to submit any motion, application, or request to the Bankruptcy Court, the United States District Court, or any other court of competent jurisdiction with respect to the subject of such Fee Reports.

39. Release and Exculpation Provisions. All release, exculpation, and injunction provisions in the Plan, including, without limitation, those contained in Article X of the Plan, are approved and shall be effective and binding on all Persons, to the extent expressly provided herein, provided, however, this Paragraph 39 and the release, exculpation and injunction provisions in the Plan shall be subject in all respects to the terms of Section 3.7(e) of the Plan.

40. Dissolution of Committees. Upon the Effective Date, the Committee and Retiree Committee shall dissolve automatically in accordance with Sections 5.18 and 5.19 of the Plan.

41. Payment of Statutory Fees. All quarterly fees payable pursuant to section 1930 of Title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors on or before the Effective Date. All such fees payable after the Effective Date shall be paid by the Plan Administrator as and when due, until such time as the Chapter 11 Cases are closed, dismissed or converted.

42. Compliance with Tax Requirements. The Plan Administrator shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all distributions made pursuant to the Plan shall be subject to any such withholding and reporting requirements. The Plan Administrator shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, requiring that, as a condition to the receipt of a distribution, the holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each holder. Notwithstanding any other provision of the Plan, (i) each holder of an Allowed Claim that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any governmental unit, including income and other tax obligations, on account of such distribution, and (ii) no distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the applicable Plan Administrator to allow it to comply with its tax withholding and reporting requirements. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an undeliverable distribution to be held by the Plan Administrator, as the case may be, until such

time as the Plan Administrator is satisfied with the holder's arrangements for any withholding tax obligations.

43. Exemption from Certain Taxes and Fees. Pursuant to Bankruptcy Code section 1146(a), any transfers from the Debtors to the ASHINC Litigation Trust or any other Person pursuant to, in contemplation of, or in connection with the Plan, and the issuance, transfer, or exchange of any debt, equity securities or other interest under or in connection with the Plan, shall not be taxed under any law imposing a stamp tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or government assessment. This Confirmation Order directs all relevant state or local governmental officials or agents to 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 or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement distributions under the Plan, including the documents contained in the Plan Supplement and all documents necessary to evidence and implement any of the transactions and actions described in the Plan or the Plan Supplement.

44. Immaterial Modifications. Without need for further order or authorization of the Bankruptcy Court, but subject to any limitations set forth in the Plan, the Plan Proponents are authorized and empowered to make any and all modifications to any and all documents included as part of the Plan Supplement, and any other document that is necessary to effectuate the Plan that does not materially modify the terms of such documents and are consistent with the Plan and this Confirmation Order.

45. Effect of Confirmation on Modifications. Entry of this Confirmation Order means that all modification or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

46. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order.

47. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Section 8.2 of the Plan have been satisfied or waived pursuant to Section 8.3 of the Plan.

48. Vacatur of Order. If this Confirmation Order is vacated or deemed vacated, then the Plan shall be deemed null and void in all respects, and nothing contained in the Plan shall (i) constitute a waiver or release of any Claims against or Interests in the Debtors, (ii) prejudice in any manner the rights of the holder of any Claim against, or Interest in, the Debtors, (iii) prejudice in any manner any right, remedy or claim of the Debtors, or (iv) be deemed an admission against interest by the Debtors or any other Person or Entity.

49. Insurance Preservation. Nothing in the Plan, the Plan Supplement, or this Confirmation Order (including, without limitation, the provisions governing rejection of executory contracts and/or unexpired leases) shall diminish or impair the enforceability of any insurance policies, or any claims thereunder, covering current or former officers and/or directors of the Debtors.

50. Reservation of Rights. The Plan and Confirmation Order shall have no effect on or prejudice in any way Yucaipa's, the Plan Proponents', Brian Cullen's, or Mark Gendregske's (or their successors' or assigns') respective rights, claims or defenses or be used in any way in any litigation, contested matter, adversary proceeding (or any appeal from any order entered in any of the foregoing) involving (i) Yucaipa, (ii) the Plan Proponents (or, with respect to the entities identified in clauses (i) and (ii), their respective affiliates (including BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Ltd., and Spectrum Investment Partners, L.P.), officers or directors, or any of their respective successors or assigns), or (iii) any of the Debtors' current or former officers or directors, provided however, that the Plan and Confirmation Order may be used in any litigation, contested matter or adversary proceeding seeking to enforce the terms of the Plan.

51. Insurance Programs and Obligations. Except as otherwise provided as part of the AIG Settlement Agreement, nothing in the Plan, the Plan Supplement, this Confirmation Order, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release) alters or amends the terms and conditions of insurance policies issued to or providing coverage to any of the Debtors and/or any agreements related thereto including, but not limited to, any right of an insurer and/or third party administrator to retain, draw upon, hold and/or apply collateral and/or security to the insureds' obligations thereunder regardless of whether such obligations arise before or after the Effective Date.

52. Tennessee and Michigan Taxing Authorities. Notwithstanding any provision to the contrary in this Confirmation Order, the Plan, or the Plan Supplement nothing shall affect the ability of the State of Michigan or the State of Tennessee to pursue and collect tax

liabilities, to the extent allowed by non-bankruptcy law, from any non-debtor entities (other than Haul Insurance Limited, the Reorganized Debtors, the Plan Administrator, the ASHINC Litigation Trust, the Litigation Trustee, the Litigation Oversight Committee (and individual committee members), and any directors or officers of the Reorganized Debtors appointed pursuant to the Plan (collectively, the "Excluded Entities")) for any liabilities that may be related to tax liabilities owed by the Debtors to the State of Michigan or the State of Tennessee.

53. Internal Revenue Service. Notwithstanding any provision to the contrary in this Confirmation Order, the Plan, or the Plan Supplement, nothing shall: (i) affect the rights of the United States to assert setoff and recoupment and such rights are expressly preserved; (ii) cause IRS penalties to be automatically disallowed and such penalties shall be treated, assessed and collected in accordance with applicable federal law; or (iii) require the IRS to file an administrative claim in order to receive payment for any liability described in 11 U.S.C. Section 503(b)(1)(B) and (C). To the extent that Allowed Priority Tax Claims held by the IRS (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code), if any, are not paid in full in cash on the Effective Date, such Allowed Priority Tax Claims shall accrue interest commencing on the Effective Date at the rate and method set forth in 26 U.S.C. Sections 6621 and 6622. IRS Administrative Claims that are Allowed pursuant to section 503 of the Bankruptcy Code shall accrue interest and penalties as provided by non-bankruptcy law until paid in full.

54. Retention of Jurisdiction. Subject to the limitations set forth in Sections 3.7(e) and 9.1 of the Plan, the Bankruptcy Court shall retain and have exclusive jurisdiction over any matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to section 105(a) and 1142 of the Bankruptcy Code, including, but not limited to the matters set forth in

Section 9.1 of the Plan. Notwithstanding anything in the Plan, the Plan Supplement, or this Confirmation Order to the contrary, nothing in the Plan, Plan Supplement, or this Confirmation Order shall be deemed to (i) provide the Bankruptcy Court with jurisdiction over any Litigation Claims and any claims involving any of the persons or entities described in Section 3.7(e) of the Plan, (ii) limit or impair any named or unnamed defendant's right to contest the Bankruptcy Court's jurisdiction over any Litigation Claim and any claims involving any of the persons or entities described in Section 3.7(e) of the Plan that may be asserted against them, or (iii) modify the rights of any person or entity as described in Section 3.7(e) of the Plan. Notwithstanding the foregoing, nothing herein shall limit or impair the right of any party to make any motion, application, or request to the Bankruptcy Court, the United States District Court, or any other court of competent jurisdiction with respect to the Estate Claims asserted against Mr. Gendregske or that may be asserted as against any as yet unnamed defendant, including with respect to the coordination of discovery and/or trial.

55. Forum for Actions. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or other action or proceeding shall be commenced against the Plan Administrator, the Litigation Trustee, or the Litigation Oversight Committee in their respective capacities as such, with respect to their status, duties, powers, acts or omissions in such capacities in any other forum than the Bankruptcy Court, provided, however, that the foregoing shall not apply to any action or proceeding involving the persons or entities identified in Section 3.7(e) of the Plan.

56. Conflicts. To the extent that any provisions of the Disclosure Statement, the Plan Supplement or any other order (other than this Confirmation Order) entered in the Chapter 11 Cases (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, this Confirmation Order shall govern and control except as expressly set forth herein or in the Plan. Notwithstanding the foregoing or anything else contained in the Plan, nothing in the Plan or Confirmation Order shall modify, alter or affect the (i) New Debtor Governing Documents, (ii) Litigation Trust Agreement, (iii) Investment Funding Agreement, and (iv) Investment Funding Backstop Agreement (items (i)-(iv), collectively, the "Controlling Documents") and in any conflict between the Plan or Confirmation Order on one hand and the Controlling Documents on the other, the Controlling Documents shall govern and control; provided, however, that nothing in this Order shall modify, alter or affect the provisions of the Plan governing the treatment of or reservation of rights with respect to Yucaipa, its affiliates, or any of Yucaipa's or its affiliates' respective officers or directors or successors or assigns.

57. Severability of Plan Provisions. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (iii) non-severable and mutually dependent. Notwithstanding the foregoing, the provisions of the Plan describing and implementing the treatment of Yucaipa shall not be severed, altered or invalidated in any manner without the prior written consent of Yucaipa (such consent to be provided or withheld in Yucaipa's sole discretion), it being understood that such provisions are non-severable and essential provisions of the Plan.

58. Waiver or Estoppel. Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other

entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, papers filed with this Court, or stated on the record at the Confirmation Hearing, prior to the Confirmation Date.

59. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of the Plan, any agreements, documents, instruments or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided, however*, that corporate governance matters relating to the Debtors not incorporated in Delaware shall be governed by the laws of the state or province of incorporation of the applicable Debtor.

60. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan, the Plan Supplement, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

61. Notice of Order. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtors shall serve notice of the entry of this Order and the occurrence of the Effective Date to all parties who hold a Claim or Interest in these cases, including the U.S. Trustee, the Internal Revenue Service, the United States attorney for the District of Delaware, and any party filing a notice pursuant to Bankruptcy Rule 2002. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Order.

62. Term of Injunctions or Stays. Unless otherwise provided in the Plan or this Order, all injunctions or stays pursuant to sections 105 or 362 of the Bankruptcy Code arising under or entered during the Chapter 11 Cases, or otherwise, and in existence on the date hereof, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay and to the extent consistent with the terms and provisions of the Plan or this Order, as applicable.

63. 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.

64. No Waiver. The failure to specifically include or refer to any particular provision of the Plan in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

65. 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 entry of the order is hereby waived. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or other applicable rule.

Dated: December 9, 2015
Wilmington, Delaware



CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE