

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

In re:

SIGNAL INTERNATIONAL, INC., et al.¹

Debtors.

Chapter 11

Case No. 15-11498 (MFW)

Jointly Administered

Ref. Docket No. 386

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
DEBTORS' FIRST AMENDED JOINT PLAN OF LIQUIDATION PURSUANT TO
CHAPTER 11 OF THE BANKRUPTCY CODE**

A HEARING HAVING BEEN HELD BEFORE THIS COURT AND CONCLUDED on November 24, 2015 (the “Confirmation Hearing”), to consider confirmation of the *Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 8, 2015 (including all exhibits thereto and as modified, the “Plan”),² proposed by the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”);

IT APPEARING TO THIS COURT that the *Disclosure Statement for the Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 8, 2015 [Docket No. 386-5] (the “Disclosure Statement”) was approved by this Court on October 8, 2015, pursuant to the Order (A) *Approving the Disclosure Statement*; (B) *Approving Form and Manner of Notice of Confirmation Hearing*; (C) *Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan*; (D) *Estimating Each*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Signal International, Inc. (4248); Signal Ship Repair, LLC (2642); Signal International, LLC (5074); Signal International Texas GP, LLC (3050); and Signal International Texas, L.P. (5066). The Debtors’ principal offices are located at RSA Battle House Tower, 11 North Water Street, Mobile, Alabama 36602.

² Capitalized terms used herein without definition have the meanings provided for in the Plan. In addition, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

Litigation Claim at \$1.00 for Voting Purposes; (E) Approving Notice and Objection Procedures in Respect Thereof and (F) Granting Related Relief [Docket No. 386] (the “**Disclosure Statement Order**”), which, among other things, also established procedures for the solicitation and tabulation of votes to accept or reject the Plan, scheduled the Confirmation Hearing and approved related notice procedures;

IT FURTHER APPEARING TO THIS COURT that solicitation and noticing procedures with respect to the Plan approved by this Court pursuant to the Disclosure Statement Order have been followed as set forth in the *Certification of Michael J. Paque with Respect to the Tabulation of Votes on the Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* sworn to on November 20, 2015 [Docket No. 529] (the “**Voting Declaration**”); and affidavits of service having been executed by Kurtzman Carson Consultants, LLC (the “**Balloting Agent**”) with respect to the mailing of notice of the Confirmation Hearing and solicitation materials in respect of the Plan in accordance with the Disclosure Statement Order (collectively, the “**Affidavits of Service**”) and having been filed with this Court [Docket Nos. 437 and 443];

IT FURTHER APPEARING TO THIS COURT that on November 2, 2015, November 10, 2015, and November 24, 2015, the Debtors filed with this Court the Plan Supplement, which included, the Litigation Settlement Trust Agreement, the Signal Liquidating Trust Agreement, the Westport Participation Agreement, and the identities of each of the Litigation Settlement Trustee and the members of the Litigation Settlement TAC;

IT FURTHER APPEARING TO THIS COURT that the deadline for filing objections to the Plan has passed;

IT FURTHER APPEARING TO THIS COURT that the deadline for casting Ballots to accept or reject the Plan has passed and that the results of voting have been certified by the Balloting Agent, acting as voting agent for the balloting permitted for Class 4 (Litigation Claims) and Class 5 (General Unsecured Claims), pursuant to the Disclosure Statement Order and as set forth in the Voting Declaration;

IT FURTHER APPEARING TO THIS COURT that the following have been filed or offered in support of the Plan: (a) the *Declaration of Christopher Cunningham in Support of Confirmation of the Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 526] (the "**Cunningham Declaration**"), (b) the *Declaration of Jared Morris in Support of (i) Confirmation of the Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code and (ii) Approval of the Sale Transaction* [Docket No. 540] (the "**RSA Declaration**"), and with the Cunningham Declaration, the "**Declarations**"), and (c) *Statement of the Southern Poverty Law Center in Support of Confirmation of the Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 539] (the "**SPLC Statement**").

IT FURTHER APPEARING TO THIS COURT that all formal and informal objections and responses to confirmation of the Plan have been withdrawn, resolved or overruled as set forth herein or on the record of the Confirmation Hearing, including the following: *Objection of Harris County and Orange County to Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 481]; *Reservation of Rights of Max Specialty Insurance Company to Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 483] (the "**Max Specialty Reservation**"); *Limited Objection and Reservation of Rights of Pinto Island Land Company, Inc. With Respect to*

the Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 485]; *Reservation of Rights of NewStar Equipment Finance I, LLC Regarding Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 486]; *Certain Insurers' Limited Objection to Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 487]; *Objection by the Equal Employment Opportunity Commission to Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 514]; *Objection by the Internal Revenue Service to Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 515]; and *Objection of the Acting United States Trustee to Confirmation of the Debtors' First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 518] (collectively, the "**Objections**").

NOW, THEREFORE, based upon this Court's review of (a) the Disclosure Statement, (b) the Plan, (c) the Plan Supplement, (d) the Declarations, each of which was admitted into the record without objection, (e) the SPLC Statement; (f) the Voting Declaration, (g) all of the other evidence proffered or adduced, filings and arguments of counsel during the Bankruptcy Cases and (h) the Confirmation Hearing; and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law stated in this Confirmation Order and on the record at the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any

finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

B. Jurisdiction; Venue; Core Proceeding. This Court has jurisdiction over the Bankruptcy Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in the District of Delaware was proper as of the Petition Date and continues to be proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L) over which this Court has exclusive jurisdiction.

C. Transmittal and Mailing of Solicitation Materials and Notices. The solicitation materials and notices prescribed by the Disclosure Statement Order were served in compliance with the Disclosure Statement Order, and such service was adequate and sufficient. Adequate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be noticed pursuant to the Disclosure Statement Order was given in compliance with the Bankruptcy Rules and the Disclosure Statement Order, and no other or further notice is or shall be required.

D. Plan Supplement. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of these Bankruptcy Cases. No other or further notice is, or will be, required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date.

E. Adequacy of Voting Procedures. All procedures used to distribute the solicitation materials to the appropriate Creditors entitled to vote on the Plan and to tabulate the Ballots returned by Creditors were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of the approved Disclosure Statement, and otherwise in compliance with Bankruptcy Code sections 1125 and 1126 and Bankruptcy Rules 3017 and 3018. As evidenced by the Voting Declaration, all Ballots were properly tabulated.

F. Good Faith Solicitation – 11 U.S.C. § 1125(e). Based on the record before this Court in the Bankruptcy Cases, the Debtors, the other Released Parties, and each of their respective Related Parties, have acted in good faith within the meaning of Bankruptcy Code sections 1125(e) and 1129(a)(3), and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in Bankruptcy Code section 1125, and are entitled to the protections afforded by Bankruptcy Code section 1125(e).

G. Impaired Class that Has Voted to Accept or Reject the Plan. Classes 4 and 5 are impaired. As evidenced by the Voting Declaration, which certified both the method and results of the voting, Class 4 (Litigation Claims) and Class 5 (General Unsecured Claims) at each Debtor, have voted to accept the Plan pursuant to the requirements of Bankruptcy Code sections 1125 and 1126. Thus, at least one impaired Class of Claims has voted to accept the Plan for each Debtor.

H. Classes Deemed to Have Accepted or Rejected the Plan. Classes 1, 2 and 3 are not impaired under the Plan and are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Classes 6 and 7 are not entitled to receive any distributions under the Plan and are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g).

I. Injunctions and Releases. The Plan Injunction, Channeling Injunction, and release provisions as set forth in Articles VI and XI of the Plan are appropriate under applicable law. This Court's findings of fact to support the approval of the Plan Injunction, Channeling Injunction and Releases, based on the record established at the Confirmation Hearing, including the Declarations, are set forth below.

(1) *Compromise and Settlement.* The Plan memorializes the significant compromises and agreements by and among the Released Parties that were agreed upon in the Plan Support Agreement. The Released Parties' commitments under the Plan are contingent upon the corresponding commitments by the other Released Parties. In consideration for the classification, distributions, and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies among the Released Parties, including all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against the Debtors, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors. These compromises and settlements are in the best interests of the Debtors, their Estates and Creditors, and other parties in interest, and are fair, equitable and within the range of reasonableness.

(2) *Fairness.*

(a) Each of the Released Parties provided, or has agreed to provide, a substantial contribution that was necessary to make the Plan feasible and to provide a fair result for affected creditors. The ERSA and TRSA (together, the "RSA"), on behalf of itself, the Debtors, and each of their respective Related Parties, is contributing, among other contributions and benefits, (i) a 66.9% interest in the Westport Loan to the Litigation Settlement Trust and (ii) the GUC Payment Amount, in an initial amount of \$900,000, to fund the Signal Liquidating Trust.

(b) The RSA funded and sustained the Bankruptcy Cases and the Plan process by providing the Debtors with postpetition financing critical for administration of the Bankruptcy Cases.

(c) As part of the Sale Transaction, which is to be consummated under the Plan, the designee-Affiliates of the RSA are assuming millions in assumed liabilities

in accordance with the terms of the Asset Purchase Agreement, which will significantly reduce the amount of General Unsecured Claims and defray the costs of administration of the Bankruptcy Cases.

(d) Subject to the terms of the DIP Loan Agreement, the Final DIP Order, the Asset Purchase Agreement, the Sale Order and the Plan, and the further agreement of the RSA, the Debtors and the Committee, the RSA has committed to fund or allow use of cash collateral for the Disputed Claims Reserve, Signal Liquidating Trust Expense Fund and the Professional Fee Reserve, each of which is essential to implementation of the Plan.

(e) Each of the non-Debtor Released Parties has agreed to waive their Claims and any Distributions, other than those Distributions provided for in the Plan, to which each would be entitled on account of such Claims against the Debtors and the other Released Parties. Further, by its Credit Bid in the Credit Bid Amount (each as defined in the Asset Purchase Agreement), to the extent that the Acquired Assets (as defined in the Asset Purchase Agreement) have a value less than the Credit Bid Amount, the RSA has waived its deficiency claim and any right to a Distribution on account of such deficiency claim.

(f) The Supporting Litigation Claimants and their Related Parties extensively negotiated and assisted in formulating the Plan, and entered into the Plan Support Agreement, which provides substantial benefits to the Debtors' estates, the Litigation Claimants, and the General Unsecured Creditors as a result of the RSA's contributions under the Plan Support Agreement.

(g) As reflected in the Voting Declaration, 100% of the Litigation Claimants in Class 4 of the Plan that voted on the Plan voted in support of the Plan (for each Debtor as to which such votes were cast). Accordingly, the Plan has been overwhelmingly accepted by the class of Creditors affected by the Channeling Injunction.

(h) The Litigation Settlement Trust will have sufficient assets on the Effective Date to process and pay Litigation Claims in accordance with the terms of the Plan, the Litigation Settlement Trust Agreement and the Litigation Settlement TDP. The Plan, through the Litigation Settlement Trust Agreement and the Litigation Settlement TDP, has criteria, rules and procedures that are reasonable and equitable to process, evaluate, allow or disallow, and pay (where applicable) Litigation Claims in a similar and fair manner. Because the allocations contained in the Litigation Settlement TDP provide substantially greater recoveries to Litigation Claimants than their projected recoveries absent the Plan and in the tort system, the Litigation Claimants are receiving fair consideration in exchange for the Releases and the Channeling Injunction.

(i) The Litigation Settlement TDP provides a fair and equitable mechanism for Litigation Claimants to liquidate their respective Litigation Claims, which includes access to the tort system.

(3) *Necessity to the Reorganization.* The Plan Injunction, Channeling Injunction and Releases are critical to the success of the Plan. Without the Releases, and the enforcement of the Releases through the Plan Injunction and the Channeling Injunction, the Released Parties are not willing to make their contributions under the Plan. Absent those contributions, no chapter 11 plan is feasible.

(4) *Record Supports Specific Findings.* The record of the Confirmation Hearing and the Bankruptcy Cases is sufficient to support the Plan Injunction, Channeling Injunction and Release provisions contained in the Plan.

(5) *Extraordinary Circumstances.* The filing of the Bankruptcy Cases was the consensual culmination of seven years of protracted and highly contentious multi-action litigation and negotiations between Signal and the Supporting Litigation Claimants that has reached a global resolution through the settlement embodied in the Plan Support Agreement, subject to approval and implementation through the Plan. The Plan Support Agreement was entered into prior to the Petition Date by the Debtors, the Supporting Litigation Claimants, and the RSA. Following the Petition Date, the Plan Support Agreement was joined by the Committee. The Plan avoids the need for contentious and value-destroying litigation and preserves the Assets as a going concern and maximizes the value of the Estates. The extensive efforts and substantial contributions by each of the Released Parties, along with the magnitude of the recoveries provided under the Plan to Holders of Allowed Claims constitute extraordinary circumstances warranting the Plan Injunction, the Channeling Injunction and Releases set forth in the Plan.

(6) *Identity of Interest.* There is a substantial identity of interest between the Debtors and the Released Parties, such that a Litigation Claim asserted against a Released Party is essentially a Claim against the Debtors.

(a) Each of the Released Parties share a common goal of resolving their competing and interrelated claims and achieving fair and equitable distributions through the Plan. Absent the involvement of each of the Released Parties, none of the settlements required for, or entered into in connection with, the confirmation of the Plan would be possible, and few, if any, assets would be available for distribution to Creditors.

(b) Significant financial relationships exist between the Debtors, on the one hand, and the RSA, on the other hand, arising from the Debtors' prepetition and postpetition financing agreements and the Asset Purchase Agreement. Thus, there are numerous instances where the Debtors have indemnification obligations to the RSA and its Related Parties.

(c) Each of the Debtors' Related Parties have direct or indirect indemnification rights against the Debtors arising out of one or more of the following: (i) specific board actions or resolutions; (ii) certificates of incorporation, certificates of limited partnership, articles of organization or certificates of formation of the Debtors (as applicable); (iii) bylaws and operating agreements of the Debtors; (iv) employment agreements; or (v) statutory or common law. Claims asserted by any of the Debtors'

Related Parties under any of the foregoing bases would deplete the assets of the Debtors' Estates.

J. Exculpation. The exculpation provisions set forth in Section 11.E of the Plan are essential to the Plan and to the Plan Participants' support of the Plan. The record in the Bankruptcy Cases fully supports the Exculpation, which is appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

K. Plan Injunction. The Plan Injunction set forth in Section 11.D of the Plan is essential to the Plan, and, along with the Channeling Injunction, is necessary to implement the Plan and to preserve and enforce the Releases and the Exculpation. The Plan Injunction is appropriately tailored to achieve the foregoing purposes.

L. Plan Compliance with Bankruptcy Code—11 U.S.C. § 1129(a)(1). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(1).

(1) *Proper Classification—11 U.S.C. §§ 1122, 1123(a)(1)*. Aside from Administrative Claims and Priority Claims, which need not be classified, the Plan designates seven (7) Classes of Claims and Equity Interests. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity 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 Equity Interests created under the Plan, and such Classes do not unfairly discriminate among Holders of Claims and Equity Interests. Thus, the Plan satisfies Bankruptcy Code sections 1122 and 1123(a)(1).

(2) *Specified Unimpaired Classes—11 U.S.C. § 1123(a)(2)*. Article III of the Plan specifies that Classes 1, 2, and 3 are unimpaired under the Plan, thereby satisfying Bankruptcy Code section 1123(a)(2).

(3) *Specified Treatment of Impaired Classes—11 U.S.C. § 1123(a)(3)*. Article III of the Plan designates Classes 4 and 5 as impaired and specifies the treatment of Claims in those Classes, thereby satisfying Bankruptcy Code section 1123(a)(3).

(4) *No Discrimination—11 U.S.C. § 1123(a)(4)*. The Plan provides for the same treatment by the Debtors for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest, thereby satisfying Bankruptcy Code section 1123(a)(4).

(5) *Implementation of Plan—11 U.S.C. § 1123(a)(5).* Articles IV through and XIII of the Plan provide adequate and proper means for its implementation, thereby satisfying Bankruptcy Code section 1123(a)(5).

(6) *Non-Voting Equity Securities—11 U.S.C. § 1123(a)(6).* The Plan, as a plan of liquidation, contemplates that all Equity Interests of the Debtors shall be cancelled as of the Effective Date. As a result thereof, the Plan complies with section 1123(a)(6) of the Bankruptcy Code.

(7) *Selection of Officers and Directors—11 U.S.C. § 1123(a)(7).* The initial trustees of both the Signal Liquidating Trust and the Litigation Settlement Trust and the initial members of the Litigation Settlement TAC have been identified. These appointments are consistent with the best interests of Holders of Claims and Equity Interests and public policy. Accordingly, the requirements of Bankruptcy Code section 1123(a)(7) are satisfied.

(8) *Additional Plan Provisions—11 U.S.C. § 1123(b).* The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

(a) *Impairment of Claims and Interests and Assumption, Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases—11 U.S.C. § 1123(b)(1)-(2).* In accordance with Bankruptcy Code section 1123(b)(1), Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Equity Interests. In accordance with Bankruptcy Code section 1123(b)(2), Article IX of the Plan provides for the rejection of all executory contracts and unexpired leases of the Debtors that have not expired by their own terms as of the Effective Date, except for those executory contracts and unexpired leases that have been assumed, assumed and assigned or rejected pursuant to previous orders of the Bankruptcy Court. The Plan is therefore consistent with Bankruptcy Code section 1123(b)(1)-(2).

(b) *Sale of the Assets—11 U.S.C. § 1123(b)(4).* Consistent with section 1123(b)(4) of the Bankruptcy Code, the Plan, along with the Sale Order, provides for the sale of substantially all of the Acquired Assets pursuant to the Asset Purchase Agreement and effectuates the distribution of the Sale proceeds. The Plan is therefore consistent with section 1123(b)(4) of the Bankruptcy Code.

(c) *Modification of the Rights of Holders of Claims—11 U.S.C. § 1123(b)(5).* Article III of the Plan modifies or leaves unaffected, as the case may be, the rights of Holders of each Class of Claims, and therefore, the Plan is consistent with Bankruptcy Code section 1123(b)(5).

(d) *Other Provisions Not Inconsistent with Applicable Provisions of the Bankruptcy Code—11 U.S.C. § 1123(b)(6).* The Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including: (a) the provisions of Article IV of the Plan regarding the means for executing and implementing the Plan; (b) the provisions of Article IX of the Plan governing the

treatment of executory contracts and unexpired leases; and (c) the provisions of Article XII of the Plan regarding retention of jurisdiction by this Court over certain matters after the Effective Date. The Plan is therefore consistent with Bankruptcy Code section 1123(b)(6).

(9) *Plan Compliance with Fed. R. Bankr. P. 3016.* The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with this Court satisfies Bankruptcy Rule 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identifies the entities that are subject to injunction, satisfying Bankruptcy Rule 3016(c) to the extent applicable.

(10) *Compliance with Fed. R. Bankr. P. 3017.* The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to the Creditors entitled to vote on the Plan in accordance with Bankruptcy Rule 3017(d).

(11) *Compliance with Fed. R. Bankr. P. 3018.* The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018. The Plan was transmitted to all Creditors entitled to vote on the Plan, sufficient time was prescribed for such Creditors to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with Bankruptcy Code sections 1125 and 1126, thereby satisfying the requirements of Bankruptcy Rule 3018.

M. Compliance with Bankruptcy Code—11 U.S.C. § 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(2). Specifically:

(1) The Debtors are proper debtors under Bankruptcy Code section 109.

(2) The Debtors have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by order of this Court.

(3) The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order, including, but not limited to, the provisions of Bankruptcy Code sections 1125 and 1126 in transmitting the Plan, the Disclosure Statement, the Ballots and related documents and notices and in soliciting and tabulating votes to accept or reject the Plan.

N. Plan Proposed in Good Faith—11 U.S.C. § 1129(a)(3). The Debtors, the RSA, and the Supporting Litigation Claimants have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying Bankruptcy Code section 1129(a)(3). Good faith is

evident from the Declarations and the record of these Bankruptcy Cases, including the record of the hearing to approve the Disclosure Statement and the record of the Confirmation Hearing. Based upon the evidence proffered at the Confirmation Hearing, this Court finds and concludes that the Plan has been proposed with the legitimate and honest purpose of selling the Acquired Assets and making Distributions to Creditors. Moreover, the sufficiency of disclosure, the support of the Debtors' primary constituencies, and the overwhelming acceptance of the Plan by Holders of Claims who voted on it, all provide independent evidence of the Debtors' good faith in proposing the Plan in compliance with Bankruptcy Code section 1129(a)(3). Further, the Plan's classification and treatment of Claims and Equity Interests, its compromise provisions, and its provisions respecting the Releases, Channeling Injunction, Plan Injunction and Exculpation have been negotiated in good faith and at arms'-length and are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142.

O. Payments for Services or Costs and Expenses—11 U.S.C. § 1129(a)(4). Except as otherwise provided in the Plan or certain prior orders of this Court, any payments made or to be made for services or for costs and expenses incurred in connection with the Bankruptcy Cases are subject to this Court's approval. Fees to be paid to the Retained Professionals are subject to this Court's approval, through the fee application process.

P. Directors, Officers and Insiders—11 U.S.C. § 1129(a)(5). Under the Plan, the Debtors' directors and officers are deemed to resign as of the Effective Date of the Plan. The trustees of both the Signal Liquidating Trust and the Litigation Settlement Trust have been identified. The Litigation Settlement Trustee and the Signal Liquidating Trustee are not "insiders," as defined in section 101(31) of the Bankruptcy Code. The Plan therefore complies with Bankruptcy Code section 1129(a)(5).

Q. No Rate Changes—11 U.S.C. § 1129(a)(6). This section is inapplicable because there is no governmental regulatory commission that has jurisdiction over the rates that the Debtors charge.

R. Best Interests of Creditors—11 U.S.C. § 1129(a)(7). The Plan satisfies Bankruptcy Code section 1129(a)(7). The Declarations and other evidence proffered or adduced at the Confirmation Hearing: (1) are persuasive and credible, (2) have not been controverted by other evidence, and (3) establish that each Holder of an impaired Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity 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. A liquidation under chapter 7 would severely diminish and potentially preclude distributions to Holders of Allowed Claims in the Bankruptcy Cases. Moreover, the increased costs associated with a liquidation under chapter 7 would substantially reduce any proceeds that were available for Distribution. These costs would include, among other things, administrative fees and costs payable to a trustee in bankruptcy and professional advisors to such trustee. Based upon the foregoing, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. Therefore, the “best interests” test is satisfied with respect to each of these classes.

S. Deemed Acceptance or Rejection by Certain Classes—11 U.S.C. § 1129(a)(8).

(1) Classes 1, 2, and 3 are unimpaired and are conclusively presumed to have accepted the Plan under Bankruptcy Code section 1126(f). As to these Classes, Bankruptcy Code section 1129(a)(8) has been satisfied.

(2) Classes 4 and 5 are impaired by the Plan. At least two-thirds in amount and more than one-half in number of the Claims held by Creditors who voted in Classes 4 and 5 at each Debtor have voted to accept the Plan, as established by the Voting Declaration, in accordance with Bankruptcy Code section 1126(c). As to these Classes, Bankruptcy Code section 1129(a)(8) has been satisfied.

(3) Classes 6 and 7 are impaired and not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Although Bankruptcy Code section 1129(a)(8) has not been satisfied with respect to Classes 6 and 7, the Plan is confirmable because the Plan satisfies Bankruptcy Code section 1129(b) with respect to those Classes of Claims and Equity Interests.

T. Treatment of Administrative, Priority and Tax Claims—11 U.S.C. § 1129(a)(9).

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

U. Acceptance by Impaired Class—11 U.S.C. § 1129(a)(10). Class 4 and Class 5 at each Debtor has voted to accept the Plan within the meaning of Bankruptcy Code section 1126(c), without the need to include any acceptance of any insider. Therefore, Bankruptcy Code section 1129(a)(10) is satisfied.

V. Feasibility—11 U.S.C. § 1129(a)(11). The evidence proffered or adduced at, or prior to the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the date such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; and (d) establishes that the Debtors will have sufficient funds to satisfy their obligations under the Plan. As a result, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

W. Payment of Fees—11 U.S.C. § 1129(a)(12). In accordance with 1129(a)(12) of the Bankruptcy Code, Section 14.A of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930(a). As a result, the requirements of section 1129(a)(12) of the Bankruptcy Code have been satisfied.

X. Continuation of Retiree Benefits—11 U.S.C. § 1129(a)(13). No retiree benefits existed in the Bankruptcy Cases. As such, the Debtors are not obligated to pay any such benefits and Bankruptcy Code section 1129(a)(13) is inapplicable.

Y. Domestic Support Obligations, Individuals and Certain Transfers—11 U.S.C. § 1129(a)(14)-(16). The Debtors are not required to pay any domestic support obligations and, therefore, Bankruptcy Code section 1129(a)(14) is satisfied. The Debtors are not individuals and, accordingly, Bankruptcy Code section 1129(a)(15) is inapplicable in the Bankruptcy Cases. The Debtors are commercial corporations and accordingly, Bankruptcy Code section 1129(a)(16) is inapplicable in the Bankruptcy Cases.

Z. Fair and Equitable; No Unfair Discrimination—11 U.S.C. § 1129(b). Pursuant to Bankruptcy Code section 1129(b), as to any impaired class of unsecured claims or equity interests that rejects a plan, such plan must be “fair and equitable” with respect to each such class. Class 6 Intercompany Claims and Class 7 Equity Interests will not receive any property under the Plan. No Classes junior to Classes 6 and 7 are receiving any recovery and, thus, the “fair and equitable” test has been satisfied. Furthermore, the Plan does not discriminate unfairly against any Class that is deemed to reject the Plan.

AA. Only One Plan—11 U.S.C. § 1129(c). Other than the Plan (including previous versions thereof), no other plan has been presented for confirmation or ever presented and approved for solicitation in the Bankruptcy Cases. Accordingly, the requirements of Bankruptcy Code section 1129(c) have been satisfied.

BB. Principal Purpose—11 U.S.C. § 1129(d). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the requirements of section 5 of the Securities

Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of Bankruptcy Code section 1129(d).

CC. No Objection to Deemed Rejection of Contracts and Leases. No party to an executory contract or unexpired lease to be rejected by the Debtors pursuant to the Plan has objected to such rejection.

DD. Plan Modifications. The modifications to the Plan reflected in this Confirmation Order (collectively, the “Modifications”) do not materially or adversely affect or change the treatment of any Holder of a Claim or Equity Interest. Accordingly, pursuant to Bankruptcy Rule 3019, such Modifications do not require additional disclosure under Bankruptcy Code section 1125 or resolicitation of acceptances or rejections under Bankruptcy Code section 1126, nor do they require that Holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

EE. Changes to Definitions of Certain Terms in the Plan. Sections 1.C.7, 1.C.47, 1.C.49, ^{1.6.52} 1.C.76, and 1.C.116 shall be amended and restated as follows:

7. “Assets” means all property owned by the Debtors, including, but not limited to, Cash, real property, personal property, intellectual property, intangible property, and the Signal Causes of Action; but excluding, however, unless and until the decision of the United States District Court for the Southern District of New York in Civil Action No. 10- cv-1653 (JPO)(JLC), styled *Fireman’s Fund Ins. Co., et al. v. Great American Ins. Co. of New York, et al.*, is affirmed by final order, the time to appeal such order having lapsed with no appeal having been filed, those property rights assigned by Signal International, L.L.C. (“Assignor”) to, *inter alia*, (i) Fireman’s Fund Insurance Company and One Beacon Insurance Company (collectively, the “MGL Underwriters”), as their interests appear in the Marine General Liability Insurance Policy (bearing policy number OML 92001349) and to (ii) National Liability and Fire Insurance Company, and QBE Marine & Energy Syndicate 1036 (collectively, the “Bumbershoot Underwriters”), as their interests appear in the Marine Excess Liability Insurance Policy

(bearing policy number OXL 92001369) pursuant to that certain assignment of all of Assignor's right, title, share, and interest in and to its claims and causes of action against Great American Insurance Company of New York ("Great American") and Great American's agents, subsidiaries, affiliates, and/or parents, for any rights, entitlements, claims, proceeds, and/or payments owing under, against, and/or in connection with Great American's pollution liability insurance policy (bearing policy number OMH 653933705) for the sinking of drydock AFDB-5 on or about August 20, 2009.

47. *and/or* **"Disputed Claims Reserve"** means the reserve account *administered* ~~established or~~ maintained by the Debtors or the Signal Liquidating Trust on the Effective Date, and ~~maintained~~ *administered* by the Signal Liquidating Trust for the payment of: (i) the face value of all Administrative Claims (that are not Purchaser Assumed Liabilities), Priority Tax Claims, Other Priority Claims, and Other Secured Claims as of the Effective Date plus (ii) an amount to be agreed upon by the Debtors, Committee and RSA in an amount necessary to satisfy any Contingent and/or unliquidated Administrative Claims (that are not Purchaser Assumed Liabilities), Priority Tax Claims, Other Priority Claims, and Other Secured Claims, *provided, however,* that such amount shall not be less than the maximum non-contingent and liquidated amount set forth in any Proof of Claim or request for payment of an Administrative Claim; plus (iii) such other amount as determined by order of the Bankruptcy Court.

49. **"EEOC"** means the United States Equal Employment Opportunity Commission.

76. **"Litigation Claims"** means all Claims against the Debtors or any Released Party by or on behalf of the H-2B Workers and/or any Governmental Employment Agency (including the EEOC) arising out of or related to the employment or recruitment of any of the H-2B Workers, excluding, for the avoidance of doubt, the Retained Claims.

116. **"Related Parties"** means, with respect to any person or entity, any past or present representative, controlling person, officer, director, agent, attorney, advisor, employee, subsidiary or affiliate, shareholder, partner (general or limited), board member, member, manager, equity holder, trustee, executor, predecessor in interest, successor or assign of any such person or entity.

57. "Exculpated Parties" means, solely to the extent of the Exculpation, each of
 (i) the Debtors, ^{and} any of their respective
 Related Parties; ^{and} (ii) the Committee, and
 any of its respective Related Parties.

FF. Additional Defined Terms in the Plan. Section 1.C. shall be amended and restated to include the following defined term:

"Eligible Non-Debtor Release General Unsecured Claim" means any General Unsecured Claim that came into existence after the Record Date, or became a General Unsecured Claim after the Record Date.

"Eligible Non-Debtor Release Consideration Recipient" means any Holder of an Eligible Non-Debtor Release General Unsecured Claim, but solely with respect to such claim. For the avoidance of doubt, any party that received a Ballot and an opportunity to vote on the Plan, but did not, shall not be considered an Eligible Non-Debtor Release Consideration Recipient.

"Governmental Employment Agency" means the EEOC or any agency or instrumentality of any Governmental Unit with responsibility for enforcing laws against employment condition or otherwise relating to conditions of employment.

GG. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code sections 1129(a) and 1129(b) by a preponderance of the evidence.

HH. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Bankruptcy Code section 1129.

II. Retention of Jurisdiction. This Court properly may retain jurisdiction over the matters set forth in Article XII of the Plan.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. Approval of Modifications. The Modifications are approved. In accordance with Bankruptcy Code section 1127 and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Modifications. No Holder of a Claim shall be permitted to change its vote as a consequence of the Modifications. The Plan as modified by the

Modifications shall constitute the Plan and all references herein to the Plan shall mean the Plan as so modified.

2. Confirmation of Plan. All requirements for confirmation of the Plan have been satisfied. The Plan, a copy of which was filed on the docket at Docket Number 386, and each of its provisions (whether or not specifically mentioned herein) and all exhibits and schedules thereto as amended to the date hereof are **CONFIRMED**, pursuant to section 1129 of the Bankruptcy Code.

3. Confirmation Hearing Record. The record of the Confirmation Hearing is closed.

4. Formal and Informal Objections to Confirmation. Except as otherwise expressly set forth below in this paragraph, the Objections, as well as any and all other formal and informal objections to Confirmation, are hereby overruled in their entirety. All parties have had a full and fair opportunity to be heard with respect to all issues raised, and all issues that may have been raised, by the objections. Any objection that has been withdrawn is deemed to be withdrawn with prejudice. The compromises and settlements contemplated by the resolution of the objections described herein are fair, equitable and reasonable, are in the best interests of the Debtors, their respective Estates and Creditors and are expressly approved pursuant to Bankruptcy Rule 9019.

5. Incorporation of Terms and Provisions of Plan. Subject to paragraph 29 of this Confirmation Order, the terms and provisions of the Plan are incorporated by reference into and are an integral part of this Confirmation Order. Each term and provision of the Plan is valid, binding, and enforceable as though fully set forth herein. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent. The failure specifically to include or reference any

particular term or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term and provision, it being the intent of this Court that the Plan be confirmed in its entirety.

6. Plan Classification Controlling. The terms of the Plan shall solely govern the classification of Claims and Equity Interests for purposes of the Distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims and Equity Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claim or Equity Interest under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Equity Interest as representing the actual classification of such Claim or Equity Interest under the Plan for distribution purposes; and (d) shall not bind the Debtors, the Signal Liquidating Trust or the Litigation Settlement Trust.

7. Binding Effect. Effective on the Effective Date or any other date if so provided in the Plan, and except as expressly provided otherwise in this Confirmation Order, the Plan, and its provisions shall be binding to the fullest extent of the law upon the Debtors, any party in interest, any entity acquiring or receiving property or a Distribution under the Plan and any Holder of a Claim against or Equity Interest in the Debtors, including all governmental entities, whether or not the Claim or Equity Interest of such Holder is impaired under the Plan and whether or not such Holder or entity has accepted the Plan. Each of the Plan Documents and the Plan Supplement Documents constitute the legal, valid, binding, enforceable, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to Bankruptcy Code sections 1123(a) and 1142(a) and the provisions of this

Confirmation Order, the Plan, the Plan Documents, the Plan Supplement Documents, and all other Plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

8. Litigation Claimants - Propriety of Releases, Channeling Injunction, and Exculpation. Based on the findings of fact set forth in this Confirmation Order, including paragraph I, and the record established at the Confirmation Hearing, the Releases, the Channeling Injunction, and the Exculpation with respect to each Released Party is appropriate under applicable law:

- a. Substantial contributions by or on behalf of each of the Released Parties are being made to fund the Distributions provided under the Plan.
- b. The Plan has been overwhelmingly accepted by the Class of Creditors primarily affected by the Releases, the Channeling Injunction, and the Exculpation.
- c. The Litigation Claimants are receiving fair consideration in exchange for the Releases, the Channeling Injunction, and the Exculpation.
- d. The Releases, the Channeling Injunction, and the Exculpation are necessary and critical provisions of the Plan, without which the Plan cannot be confirmed.
- e. The record of the Confirmation Hearing and the Bankruptcy Cases is sufficient to support the Releases, the Channeling Injunction, and the Exculpation.
- f. The Plan is the product of the global settlement that was reached due to the extraordinary circumstances of these Bankruptcy Cases. These extraordinary circumstances support the approval of the Releases, the Channeling Injunction, and the Exculpation.
- g. There is a substantial identity of interest between the Debtors and each of the Released Parties, such that a Litigation Claim asserted against a Released Party is essentially a Claim against the Debtors.
- h. This Court has subject matter jurisdiction over the third party claims against the Released Parties because of the unity of interest between the Released Parties and the Debtors.

9. Approval of Plan Releases, Channeling Injunction, Plan Injunction, and Exculpation. Each of the release, exculpation, and injunction provisions set forth in the Plan, including without limitation the provisions in Sections 6.C, 6.D, 11.D, 11.E, 11.F, 11.G, 11.H, 11.I, and 11.J of the Plan, is hereby approved in all respects in its entirety, is so ordered and shall be immediately effective on the Effective Date of the Plan without further action or notice by this Court, any of the parties to such releases, exculpation, and injunction provisions or any other party. For the avoidance of doubt, the sole and exclusive remedy of Litigation Claimants on account of Litigation Claims against the Debtors and the Released Parties shall be against the Litigation Settlement Trust, and no such Litigation Claims may be asserted against the Debtors or any Released Party. As required by Section 6.C of the Plan, and without diminishing any other provision of this Confirmation Order, this Court orders and decrees that:

(a) Imposition of Channeling Injunction: To preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Channeling Injunction and the Releases described in the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Entities that have held or asserted, or that hold or assert any Litigation Claim against the Released Parties, or any of them, shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery from any such Released Party with respect to any such Litigation Claim, including, but not limited to:

(1) commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding of any kind with respect to any such Litigation Claim, against any of the Released Parties, or against the property of any Released Party with respect to any such Litigation Claim;

(2) enforcing, levying, attaching, collecting or otherwise recovering, by any manner or means, or in any manner, either directly or indirectly,

any judgment, award, decree or other order against any of the Released Parties or against the property of any Released Party with respect to any such Litigation Claim;

(3) creating, perfecting or enforcing in any manner, whether directly or indirectly, any lien of any kind against any Released Party or the property of any Released Party with respect to any such Litigation Claim;

(4) asserting, or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due any Released Party or against the property of any Released Party with respect to any such Litigation Claim; and

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents and the Plan Supplement Documents, with respect to such Litigation Claim.

(b) Modifications: There can be no modification, dissolution or termination of the Channeling Injunction, which shall be a permanent injunction.

(c) Non-Limitation Channeling Injunction: Nothing in this Confirmation Order, the Plan, the Plan Documents, or the Plan Supplement Documents shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan or the Litigation Settlement Trust's assumption of all liability with respect to Litigation Claims.

(d) Bankruptcy Rule 3016 Compliance: The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(e) Releases of Liabilities of Litigation Claims: Except as provided in the Plan, the transfer to, vesting in, and assumption by the Litigation Settlement Trust of the Litigation Settlement Trust Assets as contemplated by the Plan shall, as of the Effective Date, release all obligations and liabilities of and bar recovery or any action against the Released Parties and their Related Parties for or in respect of all Litigation Claims. The Litigation Settlement Trust shall, as of the Effective Date, assume sole and exclusive responsibility and

liability for all Litigation Claims, and such Claims shall be liquidated, resolved and, where appropriate, paid by the Litigation Settlement Trust from the Litigation Settlement Trust Assets or as otherwise directed in the Litigation Settlement Trust Agreement.

10. Enjoinment of Judicial Actions. Effective on the Effective Date, without any further action of this Court or other entity, any suit, legal action, or other proceeding (including a judicial, arbitration, administrative or other proceeding) in any forum in the United States that is released, stayed, or enjoined pursuant to Article XI of the Plan against or affecting any Released Party, shall be stayed, enjoined or otherwise prohibited from continuation as to any Released Party. Without limiting the foregoing, on or after the Effective Date, without any further action of this Court or any entity, the Litigation Settlement Trustee or any Released Party, as applicable, is authorized and empowered to file or record this Confirmation Order with respect to any suit, legal action, or other proceeding (including a judicial, arbitration, administrative or other proceeding) in any forum in the United States, and such Confirmation Order shall be binding upon all entities and governmental authorities, including, all filing agents, filing officers, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials, with respect to the stay or enjoinder of each such action. Each and every governmental authority, and any other person or entity, is hereby authorized and directed to accept this Confirmation Order as independent and conclusive authorization to effectuate a stay or enjoinder of any suit, legal action, or other proceeding described herein.

11. Plan Implementation Authorization. The Debtors, the Litigation Settlement Trust and the Signal Liquidating Trust, as the case may be, and their respective directors, officers, members, agents, and attorneys, are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or

other agreement or document, including, without limitation, the Plan Documents and the Plan Supplement Documents, as the same may be modified, amended and supplemented (including such modifications to the Litigation Settlement Trust and/or the Signal Liquidating Trust that are substantially consistent with the terms and provisions of such form and necessary to satisfy the conditions to the effectiveness of the Plan), and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of this Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Pursuant to section 303 of the General Corporation Law of the State of Delaware and any comparable provision of the business corporation laws of any other state, as applicable, no action of the Debtors' Boards of Directors or the trustee of the Litigation Settlement Trust and/or the Signal Liquidating Trust will be required to authorize the Debtors to enter into, execute and deliver, adopt or amend, as the case may be, the Plan Documents and the Plan Supplement Documents, and following the Effective Date, each of the Plan Documents and the Plan Supplement Documents will be a legal, valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with the respective terms thereof.

12. Debtors' Status Prior to Effective Date. The Debtors shall remain debtors-in-possession under the Bankruptcy Code until the Effective Date. The Signal Liquidating Trustee and/or the Litigation Settlement Trustee, as applicable, shall wind-up the affairs of the Debtors and may make distributions to Creditors after the Effective Date in accordance with the Plan, the

Signal Liquidating Trust Agreement, Litigation Settlement Trust Agreement, and the Litigation Settlement TDP.

13. Dissolution of Securities. In accordance with the terms of the Plan, as soon as practicable after the Effective Date, the Equity Interests in the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith.

14. Continued Corporate Existence. As of the Effective Date, and without the need for any further order of this Court, action, formality or payment of any fees which might otherwise be required under applicable non-bankruptcy laws, each of the Debtors shall be deemed dissolved without the need for any filings with the Secretary of State or other governmental official in each Debtor's respective state of incorporation; provided, however, that notwithstanding the dissolution of such Debtors, the Signal Liquidating Trustee shall be authorized and empowered to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of and consummate the Plan. Such dissolution of the Debtors shall be deemed to have occurred on a "bottom up" basis, with lower tier Debtor Entities being deemed to have dissolved before higher tier Debtor Entities.

15. The Litigation Settlement Trust. The Litigation Settlement Trust shall be established on the Effective Date and shall be maintained thereafter in accordance with the terms of the Plan, the Litigation Settlement Trust Agreement, and section 468B of the Internal Revenue Code. The Litigation Settlement Trust Agreement, substantially in the form annexed hereto as **Exhibit A**, and all of the provisions therein, are hereby approved by this Confirmation Order. The designation of CohnReznick LLP as the initial Litigation Settlement Trustee, and Shane Ramsey, the Equal Justice Center, and the Southern Poverty Law Center as initial members of

the Litigation Settlement TAC is approved. Pending the occurrence of the Effective Date, the Debtors are authorized to take all actions as may be necessary to facilitate the creation and implementation of the Litigation Settlement Trust. On the Effective Date, pursuant to Section 6.A of the Plan, the Litigation Settlement Trust shall be created to hold the Litigation Settlement Trust Assets, make certain distributions pursuant to Article VI of the Plan and liquidate or otherwise administer the Litigation Settlement Trust Assets. The Litigation Settlement Trust is intended to be and qualifies as a "Qualified Settlement Fund" within the meaning of section 468B of the Internal Revenue Code and section 1.468B-1(c) of the Treasury Regulations. The Litigation Settlement Trust is authorized and empowered, pursuant to the Plan, including, without limitation, Article VI of the Plan, and the Litigation Settlement Trust Agreement, to liquidate or otherwise administer the Litigation Settlement Trust Assets and to take any other action authorized by this Confirmation Order, the Plan, or the Litigation Settlement Trust Agreement. Notwithstanding anything to the contrary contained in this Confirmation Order, the Plan, the Plan Documents, the Plan Supplement Documents, and any other documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Litigation Settlement Trust shall have no liability for any Allowed Claims against any of the Debtors except for Litigation Claims assumed pursuant to Article VI of the Plan.

16. Transfer of Assets to Litigation Settlement Trust. Pursuant to Section 6.G of the Plan, and upon the Effective Date, the Debtors shall be deemed to have transferred all Litigation Settlement Trust Assets to the Litigation Settlement Trust subject to all rights, defenses and setoffs in accordance with the Plan.

17. Holders in Due Course. Pursuant to Section 6.G of the Plan, and upon the Effective Date, each of the Purchaser and the Litigation Settlement Trust shall constitute a holder in due course and a “person entitled to enforce instrument” under section 3-301 of the Uniform Commercial Code with respect to the notes, instruments and other Westport Documents.

18. The Signal Liquidating Trust. The Signal Liquidating Trust shall be established on the Effective Date and shall be maintained thereafter in accordance with the terms of the Plan and the Signal Liquidating Trust Agreement. The Signal Liquidating Trust Agreement, substantially in the form annexed hereto as **Exhibit B**, and all of the provisions therein, are hereby approved by this Confirmation Order. The designation of GGG Partners, LLC as the initial Signal Liquidating Trustee is approved. Pending the occurrence of the Effective Date, the Debtors are authorized to take all actions as may be necessary to facilitate the creation and implementation of the Signal Liquidating Trust. On the Effective Date, pursuant to Section 5.G of the Plan, a newly-formed trust which qualifies as a “grantor trust” for federal income tax purposes shall be created to hold the Signal Liquidating Trust Assets, make certain distributions pursuant to Article V of the Plan and liquidate or otherwise administer the Signal Liquidating Trust Assets. The Signal Liquidating Trust is authorized and empowered, pursuant to the Plan, including, without limitation, Article V of the Plan, and the Signal Liquidating Trust Agreement, to liquidate or otherwise administer the Signal Liquidating Trust Assets.

19. Transfer of Assets to the Signal Liquidating Trust. Pursuant to Section 5.E of the Plan, and upon the Effective Date, the Debtors shall be deemed to have transferred the Signal Liquidating Trust Assets to the Signal Liquidating Trust.

20. Ratification. All actions taken by the Debtors from the Petition Date through the Confirmation Date are hereby ratified. All actions taken by the Debtors from the Confirmation

Date through the Effective Date shall be deemed automatically ratified on the occurrence of the Effective Date.

21. Post-Effective Date Fees and Expenses. From and after the Effective Date, the Litigation Settlement Trustee and the Signal Liquidating Trustee shall, in accordance with the Litigation Settlement Trust Agreement and the Signal Liquidating Trust Agreement, respectively; but without the necessity for any approval by this Court, pay the reasonable fees and expenses of the professional Persons thereafter incurred by each of the respective trustees related to the implementation and consummation of the Plan (i.e., fees and expenses that are not Administrative Claims). For the avoidance of doubt, this Paragraph is not intended to limit or preclude the payment of any post-Effective Date fees or expenses incurred at the request of the Litigation Settlement Trust or the Signal Liquidating Trust or defending fees and expenses incurred in defending or pursuing fee applications relating to fees and expenses incurred prior to the Effective Date.

22. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Plan, the Plan Documents, the Plan Supplement Documents, and any other documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, the Plan Documents, the Plan Supplement Documents, and any other documents, instruments, or agreements, and any amendments or modifications thereto.

23. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any stamp tax, real estate transfer tax, recordation tax,

sales and use tax or similar tax: (i) the Sale Transaction; (ii) the making or delivery of any deed, deed of trust, mortgage, trust indenture or other instrument of transfer under, in furtherance of or in connection with the Sale Transaction; (iii) the creation, modification, renewal, extension, delivery, recording, execution, amendment, or release of any Claims (including any mortgage, note, indebtedness, deed of trust, deed to secure any debt, any trust indenture or any other document or instrument creating a security interest) in connection with the Sale Transaction; and (iv) the assignment of any Assigned Contract pursuant to the Purchase Agreement and the Sale Order; and (v) the issuance, transfer or exchange of any security or the making or delivery of any instrument of transfer under the Plan. Bankruptcy Code section 346 shall apply to any taxes that may potentially result from, or may be related to, the events, transactions and occurrences of the Bankruptcy Cases and, in particular, pursuant to Bankruptcy Code section 346, no state or local tax imposed on, or measured by, income shall be imposed on the Debtors.

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

25. Approval of Deemed Rejection of Remaining Contracts and Leases. Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code and in accordance with Section 9.A of the Plan, all Executory Contracts shall be deemed to be rejected as of the Effective Date, except for any Executory Contract: (i) that shall be assumed and assigned to the Purchaser pursuant to the Sale Order; (ii) that previously has been assumed and/or assigned pursuant to an order of the Bankruptcy Court entered prior to the Effective Date; or (iii) as to which a motion for approval of the assumption and/or assignment of such Executory Contract has been filed and served prior

to the Confirmation Date. Claims arising out of the rejection of an Executory Contract pursuant to the Plan must be filed with the Bankruptcy Court and served upon the Debtors no later than 30 days after service of the notice of Effective Date (the "**Rejection Bar Date**"). Absent further order of the Bankruptcy Court, Holders of such Claims that do not File such Claims by the Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Estates, the Signal Liquidating Trust, the Signal Liquidating Trustee, or the Purchaser.

26. **Governing Law.** Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws are applicable, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection with the Plan, the construction, implementation, and enforcement of the Plan and all rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles which would apply the law of a jurisdiction other than the State of Delaware.

27. **Administrative Claims Bar Date.** Unless required to be filed by an earlier date by another order of this Court, all Holders of Administrative Claims that have not been Allowed by Final Order of the Bankruptcy Court, shall file with the Bankruptcy Court a request for allowance of their Administrative Claim no later than the first Business Day that is 30 days following the Effective Date. Absent further order of the Bankruptcy Court, Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Signal Liquidating Trust, the Signal Liquidating

Trustee, or the Purchaser, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date.

28. Professional Fee Claims Bar Date. Unless required to be filed by an earlier date by another order of this Court, all Case Professionals requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered during the Bankruptcy Cases (including, without limitation, any compensation requested by any Case Professional or any other Entity for making a substantial contribution to the Bankruptcy Cases), shall file with the Bankruptcy Court an application for final allowance of compensation and reimbursement of expenses no later than the first Business Day that is 45 days following the Effective Date.

29. Effect of Conflict Between Plan and Confirmation Order. This Confirmation Order shall control over the terms of the Plan, the Plan Documents, and the Plan Supplement Documents in the event of any modification or supplement to the Plan and/or in the event of any inconsistency or ambiguity between the Plan and this Confirmation Order.

30. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, in the absence of a stay of this Confirmation Order, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken in good faith under or in connection with the Plan prior to the Debtors' receipt of written notice of entry of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, in the absence of a stay of this Confirmation Order, any such act or obligation incurred or undertaken in good faith pursuant to, and in reliance on, this Confirmation Order prior to the

effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

31. Continuation of the Automatic Stay. Unless otherwise provided in this Confirmation Order or a separate order from this Court, until the Effective Date, all injunctions or stays provided for in the Bankruptcy Cases under Bankruptcy Code sections 105(a) or 362, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect. After the Effective Date, all injunctions or stays provided for in the Bankruptcy Cases under Bankruptcy Code sections 105(a) or 362, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect to the extent provided in Section 11.D of the Plan and in this Confirmation Order.

32. Closing the Bankruptcy Cases. Upon the Effective Date, the Bankruptcy Cases for the Debtors, except for Signal International Inc., shall be deemed closed, and the Signal Liquidating Trustee shall submit separate orders to the Bankruptcy Court under certification of counsel closing each such Bankruptcy Case, which certification of counsel shall not be filed until all applicable monthly operating reports have been filed and all fees due and payable pursuant to 28 U.S.C. § 1930 have been paid.

33. Payment of Statutory Fees. With respect to the period prior to the Effective Date, all statutory fees pursuant to 28 U.S.C. § 1930(a)(6) shall be paid by the Debtors on the Effective Date or other required payment date. With respect to the period after the Effective Date, the Signal Liquidating Trustee shall be responsible for paying statutory fees to the Office of the United States Trustee and such obligation shall continue until such time as a particular Bankruptcy Case is closed, dismissed, or converted.

34. Post-Effective Date Reports. After the Effective Date, the filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Signal Liquidating Trust.

35. Provisions Governing Distributions. The Litigation Settlement Trustee and/or the Signal Liquidating Trustee, as applicable, shall make all distributions required under the Plan and the distribution provisions of Articles V and VI of the Plan, the Signal Liquidating Trust Agreement, the Litigation Settlement Trust Agreement, and the Litigation Settlement TDP, shall be, and hereby are, approved in their entirety.

36. Procedures for Resolution of Claims. The Claims resolution procedures and reserves to be established in accordance with Articles V and VI of the Plan, the Signal Liquidating Trust Agreement, the Litigation Settlement Trust Agreement, and the Litigation Settlement TDP, shall be, and hereby are, approved in their entirety.

37. Setoff Rights. Subject to the limitations provided in section 553 of the Bankruptcy Code, the Debtors, the Signal Liquidating Trust and the Litigation Settlement Trust, as applicable, may, but shall not be required to, setoff against any Claim and the payments or Distributions to be made pursuant to the Plan in respect of such Claim, any claims, rights, causes of action and liabilities of any nature that the Debtors, the Signal Liquidating Trust or the Litigation Settlement Trust may hold against the Holder of such Claim; *provided, however*, that neither the failure to effect such a setoff nor the Allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Signal Liquidating Trust or the Litigation Settlement Trust, as the case may be, of any of such claims, rights, causes of action and liabilities that the Debtors, the Signal Liquidating Trust or the Litigation Settlement Trust has or may have against the Holder of such Claim.

38. Dissolution of the Committee. On the Effective Date, the Committee shall be dissolved in accordance with Section 4.L of the Plan.

39. Final Order; Authorization to Consummate Plan. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rule 3020(e), this Confirmation Order shall take effect immediately upon its entry and the Debtors are authorized to consummate the Plan immediately after entry of this Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan. The Debtors, the Litigation Settlement Trust and the Signal Liquidating Trust, as applicable, are authorized to consummate the Plan after entry of this Confirmation Order subject to satisfaction of the conditions precedent to the occurrence of the Effective Date set forth in Section 10.B of the Plan, or waiver of such conditions pursuant to Section 10.C of the Plan.

40. Separate Confirmation Order; No Substantive Consolidation. This Confirmation Order shall be a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Bankruptcy Case. The Bankruptcy Cases shall not be deemed substantively consolidated for any purpose.

41. Substantial Consummation. The substantial consummation of the Plan, within the meaning of Bankruptcy Code section 1127, is deemed to occur on the first date, on or after the Effective Date, on which any distributions are made in accordance with the terms of the Plan to Holders of any Allowed Claims.

42. Post-Confirmation Modification of the Plan. Section 13.B of the Plan shall govern any post-confirmation Plan modifications.

43. Eligibility of Non-Debtor Release Consideration Recipients to Receive a Pro Rata Share of the GUC Payment Amount. Notwithstanding Section 3.B.5 of the Plan, to permit Eligible Non-Debtor Release Consideration Recipients to receive their Pro Rata share of the GUC Payment Amount, Eligible Non-Debtor Release Consideration Recipients that timely consent to become Releasing Parties shall be entitled to, in exchange for their consent to the Third Party Releases, their Pro Rata share of the GUC Payment Amount to the extent that their General Unsecured Claim is ultimately Allowed.

44. The Signal Liquidating Trustee shall cause the *GUC Non-Debtor Release Consent*, in substantially the form attached hereto as **Exhibit C**, to be served on all Eligible Non-Debtor Release Consideration Recipients. Any party that receives a GUC Non-Debtor Release Consent shall have thirty (30) days from the date that they became an Eligible Non-Debtor Release Consideration Recipient to execute and return the GUC Non-Debtor Release Consent to the Signal Liquidating Trustee. Any Eligible Non-Debtor Release Consideration Recipient that does not timely consent to become a Releasing Party will not be entitled to a Distribution even if the Signal Liquidating Trustee determines that its General Unsecured Claim is Allowed.

45. Prior to making any Distributions to Holders of Allowed General Unsecured Claims, the Signal Liquidating Trustee shall file a report with the Court that discloses (i) the aggregate number of Eligible Non-Debtor Release Consideration Recipients that have elected to become Releasing Parties, and (ii) how those elections affect the Distributions to Holders of Allowed General Unsecured Claims.

46. Filing and Recording. This Confirmation Order (a) is and shall be effective as a determination that, on the Effective Date, all Claims and Equity Interests existing prior to such date have been unconditionally released, discharged and terminated, and (b) is and shall be

binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other Persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any document or instruments. Each and every federal, state and local government agency is hereby directed to accept any and all documents and instruments necessary, useful or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any recording tax, stamp tax, transfer tax or similar tax imposed by state or local law.

47. Notice of Confirmation Order and Effective Date. On the Effective Date, the Signal Liquidating Trustee shall File and serve a notice of Confirmation and occurrence of the Effective Date in substantially the form attached hereto as **Exhibit D**. Such notice shall contain, among other things, the deadline by which all parties will be required to File and serve any Proofs of Claim for damages arising out of the rejection of an Executory Contract pursuant to the Plan and for any unpaid Administrative Claims.

48. Judicial Notice. This Court takes judicial notice of the docket of these Bankruptcy Cases maintained by the clerk of this Court and/or its duly appointed agent including, without limitation, all pleadings and other documents on file, all orders entered and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of the Bankruptcy Cases.

49. Access to Debtors' Books and Records.

(a) Section 5.M of the Plan is hereby amended and restated as follows:

"The Signal Liquidating Trustee shall have standing to enforce Sections 2.2(b) and 11.18 of the Asset Purchase Agreement and shall have the same rights and obligations under such Sections 2.2(b) and 11.18 as identified therein for the Seller (as defined in the Asset Purchase Agreement). Following the Effective Date, the Purchaser (to the extent practicable) shall cooperate to the extent reasonably requested by the Signal Liquidating Trustee in the handling of Non-Litigation Claims filed against the Debtors, and generally in the operation of the Signal Liquidating Trust for purposes set forth herein and for the duration of the Signal Liquidating Trust, and shall use commercially reasonable efforts (as determined by the Purchaser in its sole discretion) to request any former officer, director, employee, agent or representative of the Debtors employed by the Purchaser cooperate to the extent that the Signal Liquidating Trustee reasonably requests the Purchaser to make such request to any of the foregoing and deems such persons necessary to appear at any trial or arbitration proceeding relating to the liquidation of Non-Litigation Claims against the Debtors. To the extent that the Litigation Settlement Trustee or the Purchaser, as appropriate, require any information from the Signal Liquidating Trustee for preparation of any tax return or financial statement, the Signal Liquidating Trustee shall cooperate in a commercially reasonable manner, to the extent reasonably requested to provide such information to the Litigation Settlement Trustee or the Purchaser, as appropriate. The Purchaser (and any former officer, director, employee, agent or representative of the Debtors employed by the Purchaser to the extent that such person is requested to perform act or otherwise perform hereunder) and the Litigation Settlement Trustee shall be entitled to the advancement and/or reimbursement of any reasonable costs, expenses or fees, including professional fees, and

expenses, incurred or to be incurred in compliance with any request of the Litigation Settlement Trust pursuant to the foregoing. All requests made by the Signal Liquidating Trustee pursuant to this paragraph shall be made during normal business hours and upon reasonable advance notice.”

(b) Section 6.I. of the Plan is hereby amended and restated as follows:

“The Litigation Settlement Trustee shall have standing to enforce Sections 2.2(b) and 11.18 of the Asset Purchase Agreement and shall have the same rights and obligations under such Sections 2.2(b) and 11.18 as identified therein for the Seller (as defined in the Asset Purchase Agreement). Following the Effective Date, the Purchaser (to the extent practicable) shall further cooperate to the extent reasonably requested (as determined by the Purchaser in its sole discretion) by the Litigation Settlement Trustee in the handling of Litigation Claims and generally in the operation of the Litigation Settlement Trust for purposes set forth herein and for the duration of the Litigation Settlement Trust, and shall use commercially reasonable efforts (as determined by the Purchaser in its discretion) to request former officers, directors, employees, agents or representatives of the Debtors employed by the Purchaser cooperate to the extent that the Litigation Settlement Trustee reasonably requests the Purchaser to make such request to any of the foregoing and deems such persons necessary to appear at any trial or arbitration proceeding relating to the handling of Litigation Claims. To the extent that the Signal Liquidating Trustee or the Purchaser, as appropriate, require any information from the Litigation Settlement Trustee for preparation of any tax return or financial statement, the Litigation Settlement Trustee shall cooperate in a commercially reasonable manner, to the extent reasonably requested to provide such information to the Signal Liquidating Trustee or the Purchaser, as appropriate. The Purchaser (and any former officer, director, employee, agent or representative of the Debtors employed by the Purchaser, to the extent that such person is

requested to perform act or otherwise perform hereunder) and/or the Signal Liquidating Trust shall be entitled to the advancement and/or reimbursement of any reasonable costs, expenses or fees, including professional fees, and expenses, incurred or to be incurred in compliance with any request of the Litigation Settlement Trust pursuant to the foregoing. All requests made by the Litigation Settlement Trustee pursuant to this paragraph shall be made during normal business hours and upon reasonable advance notice.”

50. Transfer of Privileged Information.

(a) Section 5.N of the Plan is hereby amended and restated as follows:

“On the Effective Date or as soon thereafter as is reasonably practicable, the Privileged Information, solely to the extent that the Purchaser has not acquired or will not acquire control of such privileges pursuant to Asset Purchase Agreement, the Sale Order or otherwise in connection with the transactions approved by the Sale Order, needed for the handling of the Non-Litigation Claims shall be transferred, assigned, given over to, and shall vest exclusively in the Signal Liquidating Trustee. With regard to any such privileges, (i) they are transferred or contributed for the sole purpose of enabling the Signal Liquidating Trustee to perform its duties to administer the Signal Liquidating Trust and for no other reason, (ii) they are vested solely in the Signal Liquidating Trustee, and not in the Signal Liquidating Trust or any other entity, committee, any subtrust or reserve of the Signal Liquidating Trust, or any person (including counsel) who has been engaged by, represents, or has represented any Litigation Claimant or any person who alleges or may allege a claim directly or indirectly relating to or arising from the Debtors’ premises or operations, (iii) they shall be preserved and not waived, (iv) for the avoidance of doubt (if any), any such transfer or contribution shall have no effect on any right, claim, or privilege of any person other than the Debtors, and (v) no information subject to a privilege or a

prior assertion thereof shall be publicly disclosed by the Signal Liquidating Trustee or the Signal Liquidating Trust or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of any such information.”

(b) Section 6.J of the Plan is hereby amended and restated as follows:

“On the Effective Date or as soon thereafter as is reasonably practicable, the Privileged Information, solely to the extent that the Purchaser has not acquired or will not acquire control of such privileges pursuant to Asset Purchase Agreement, the Sale Order or otherwise in connection with the transactions approved by the Sale Order, needed for the handling of the Non-Litigation Claims shall be transferred, assigned, given over to, and shall vest exclusively in the Litigation Settlement Trustee. With regard to any such privileges, (i) they are transferred or contributed for the sole purpose of enabling the Litigation Settlement Trustee to perform its duties to administer the Litigation Settlement Trust and for no other reason, (ii) they are vested solely in the Litigation Settlement Trustee, and not in the Litigation Settlement Trust or any other entity, committee, any subtrust or reserve of the Litigation Settlement Trust, or any person (including counsel) who has been engaged by, represents, or has represented any Litigation Claimant or any person who alleges or may allege a claim directly or indirectly relating to or arising from the Debtors’ premises or operations, (iii) they shall be preserved and not waived, (iv) for the avoidance of doubt (if any), any such transfer or contribution shall have no effect on any right, claim, or privilege of any person other than the Debtors, and (v) no information subject to a privilege or a prior assertion thereof shall be publicly disclosed by the Litigation Settlement Trustee or the Litigation Settlement Trust or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of any such information.”

51. Litigation Settlement TDP. Section 6.B of the Plan is hereby amended and restated as follows: "On the Effective Date, the Litigation Settlement Trust shall implement the Litigation Settlement TDP in accordance with the terms of the Litigation Settlement Trust Agreement. On or after the Effective Date, the Litigation Settlement Trustee, upon notice to the Litigation Settlement TAC, shall have the power to administer, amend, supplement or modify the Litigation Settlement TDP in accordance with the terms thereof; *provided, however*, that such modification is not inconsistent with the Plan or other Plan Documents; *provided, further*, to the extent that any modifications to the Litigation Settlement Trust Agreement or the Litigation Settlement TDP constitute a material modification that would affect the rights of the Plan Participants, such Plan Participants, the EEOC, and the Office of the United States Trustee (the "Notice Parties") shall be provided thirty (30) days advance written notice of such amendment (the "Notice Period") and an opportunity to contest the proposed amendment before the Bankruptcy Court. In the event that any of the Plan Participants or the EEOC contests a proposed amendment within the Notice Period, such modification shall not become effective until such time as the Bankruptcy Court has authorized the amendment or the objecting Plan Participant or the EEOC has consented to the proposed amendment. To the extent that none of the Notice Parties files an objection in the Bankruptcy Court to the proposed amendment within the Notice Period, the proposed amendment shall automatically be deemed effective; *provided, however*, that a notice of amendment shall be filed with the Court."

52. Professional Fee Reserve. Any Cash remaining in the Professional Fee Reserve after all Professional Fee Claims payable out of the Professional Fee Reserve have been Allowed or disallowed by Final Order of the Bankruptcy Court and, to the extent Allowed, have been paid from the Cash in the Professional Fee Reserve (such Cash, "Excess PFR Funds") shall be

remitted to the Purchaser (in accordance with payment instructions the Purchaser will provide) by counsel for the Committee and/or counsel for the Debtors, as applicable, within fourteen (14) days of the Purchaser's written request for the release of such Excess PFR Funds.

53. Environmental Liabilities. Nothing in this Order or the Plan discharges, releases, precludes or enjoins: (i) any environmental liability to a governmental unit as defined in 11 U.S.C. § 101(27) ("**Governmental Unit**") that is not a Claim; (ii) any environmental Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any environmental liability to a Governmental Unit on the part of any entity as the owner or operator of property after the Confirmation Date; or (iv) any environmental liability to a Governmental Unit on the part of any Entity other than the Debtors. Nothing in this Order or the Plan divests any tribunal of any jurisdiction it may have under environmental law to interpret this Order or the Plan or to adjudicate any defense asserted under this Order or the Plan.

54. Federal Communications Commission. No provision of this Order or any other order of this Court relieves the Debtors or the Purchaser from the obligation to comply with the Communications Act of 1934, as amended, and the rules, regulations, and orders promulgated thereunder by the Federal Communications Commission (the "**FCC**") and, notwithstanding any other provision of this Order or any other order of this Court, no assignment of any rights and interests of the Debtors in any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such assignment pursuant to the Communications Act of 1934, as amended, and the rules, regulations, and orders promulgated thereunder. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such assignments and setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or

constrain the FCC's exercise of such power or authority. Other than with respect to matters for which this Court has exclusive jurisdiction under 28 U.S.C. § 1334, nothing in this Order divests any tribunal of any jurisdiction it may have under any FCC law and any rules, regulations, and orders pertaining thereto.

55. Internal Revenue Service. Notwithstanding any provision to the contrary in the Plan, this Order, and any Plan Documents, nothing shall: (1) affect the rights of the United States to assert setoff and recoupment and such rights are expressly preserved; (2) require the United States Internal Revenue Service (the "IRS") to file a request for an Administrative Claim in order to receive payment for any liability described in 11 U.S.C. §§ 503(b)(1)(B)–(C); or (3) affect the ability of the IRS to pursue any non-debtors to the extent allowed by non-bankruptcy law for any liabilities that may be related to any federal tax liabilities owed by the Debtors or the Debtors' Estates. To the extent the IRS holds Allowed Priority Tax Claims (including any penalty, interest or additions to tax entitled to priority under the Bankruptcy Code) and such Allowed Priority Tax Claims, if any, are not paid in full in cash on the Effective Date, the IRS's Allowed Priority Tax Claims shall accrue interest commencing on the Effective Date at the rate and method determined in accordance with section 511 of the Bankruptcy Code. IRS administrative expense claims allowed pursuant to the Plan or section 503 of the Bankruptcy Code shall accrue interest and penalties as provided by non-bankruptcy law until paid in full. Moreover, notwithstanding any provision to the contrary in the Plan Documents, (a) the IRS shall not be bound by any characterizations, for tax purposes, of any trust or any transaction as set forth in the Plan Documents and (b) the IRS shall not be bound by any characterizations, for tax purposes, of any valuation of any property as set forth in the Documents.

56. Texas Tax Entities. Any lien on the Assets held by Harris County Texas or Orange County (each, a "Texas Tax Entity") pursuant to Section 32 of the Texas Property Tax Code that secures an Allowed Claim shall be retained by the applicable Texas Tax Entity until such Allowed Claim is paid in full. If any provision of the Bankruptcy Code requires the payment of interest on an Allowed Claim or Administrative Claim of a Texas Tax Entity, or the payment of interest to enable a Texas Tax Entity to receive the present value of amount of an Allowed Claim, the rate of interest shall be determined in accordance with section 511 of the Bankruptcy Code.

57. Max Specialty. In resolution of the Max Specialty Reservation, and notwithstanding anything contrary in the Plan or herein, the Court finds and holds as follows:

(a) Paragraphs 19 and 36 of the Final DIP Order contain certain stipulations and agreements by and among Max Specialty, the RSA and the Debtors in resolution of Max Specialty's objection to entry of the Final DIP Order, including as to certain procedures to govern the establishment and funding of the MS Escrow (as defined in the Final DIP Order) and the determination of the MS Adequate Protection Amount (as defined in the Final DIP Order).

(b) On September 21, 2015, Max Specialty filed a proof of claim (identified by the Claims Agent for the Bankruptcy Cases as Claim No. 1641) against Signal International LLC (the "MS Claim"), asserting it was the holder claim in an amount not less than \$3,981,144.34. The MS Claim further asserts, *inter alia*, that the MS Claim is secured based on a judgment lien attaching to assets Signal International LLC in Jackson County, Mississippi.

(c) The requirements of paragraph 36(d) of the Final DIP Order occurred on November 18, 2015.

(d) Nothing in the Plan or this Order modifies the terms of the Final DIP Order, which terms, including the Debtors' obligation to fund the MS Escrow and all rights, claims and objections reserved thereunder to Max Specialty, the Debtors, the RSA and their respective successors and assigns, and the rights, claims and defenses reserved under paragraph 36(k) of the Final DIP Order shall survive the closing of the Sale Transaction, confirmation of the Plan and the occurrence of the Effective Date.

(e) On or before the earlier of the Effective Date or the closing of the Sale Transaction, the MS Escrow shall be funded in the amount of \$4,000,000. For the avoidance of doubt, absent further order of the Court or written agreement of the MS Stipulation Parties (as defined in the Final DIP Order), the Debtors shall not be authorized to declare the Effective Date and the Debtors and the RSA shall not be authorized to close the Sale Transaction until such time as the MS Escrow has been established and funded in the amount of \$4,000,000 in accordance with the terms of paragraph 36 of the Final DIP Order and this paragraph and written notice of such funding has been received by counsel for Max Specialty. Solely to the extent that the MS Escrow has not been funded, absent further order of the Court, the Debtors and the RSA shall not be authorized to declare or consummate any other MS Escrow Funding Event (as defined in the Final DIP Order).

(f) Neither this Order, nor the Plan, nor the occurrence of the Effective Date, nor the consummation of the Sale Transaction shall modify the Court's ruling of November 18, 2015, with respect to Max Specialty's marshaling rights, as such ruling has been or may be memorialized in a separate order of this Court.

(g) Notwithstanding any provision in the Plan to the contrary, for purpose of the initial funding of the GUC Payment Fund to the Signal Liquidating Trust, the GUC Payment Amount shall be fixed at \$900,000. Subject to further Order or Orders of the Court with respect to the MS Claim, no Distributions (or refunds to the Purchaser) shall be made from the Signal Liquidating Trust that would cause the GUC Payment Fund to be reduced to an amount insufficient to pay Max Specialty its Pro Rata share of the GUC Payment Fund in the event that all or a portion of the MS Claim is or becomes an Allowed General Unsecured Claim.

(h) Notwithstanding any provision in the Plan to the contrary, to the extent that all or a portion of the MS Claim is or becomes an Allowed Other Secured Claim, the distribution(s) to Max Specialty under the Plan with respect to such Allowed Other Secured Claim shall be made solely from the MS Escrow.

(i) Nothing in the Plan or herein shall prevent Max Specialty, the Debtors, the Signal Liquidating Trust or the RSA from enforcing any rights to funds in the MS Escrow or opposing any other party in interest's request for such relief

58. Newstar. NewStar Equipment Finance I, LLC ("NewStar"), as assignee of Regions Commercial Equipment Finance, LLC, is a party to several agreements with one or more of the Debtors, including a Master Agreement (the "Master Agreement") dated December 14, 2012, and two schedules executed in connection with the Master Agreement: (i) Equipment Finance Schedule No. EFA-3, dated February 25, 2013 regarding barge no. TL99, Official Number 1243850 (the "Barge") and (ii) Equipment Finance Schedule No. EFA-2, dated July 10, 2013, regarding a Kranendonk 2013 CCS 1250 Profile Cutting System (the "Cutting System"). The Schedule regarding the Barge, together with the Master Agreement, is herein referred to as the "Barge Schedule" and the Schedule regarding the Cutting System, together with the Master

Agreement, is herein referred to as the "Cutting System Schedule," and together with the Barge Schedule, the "Schedules". NewStar acknowledges and agrees that the Barge Schedule and Cutting System Schedule are separable and that one Schedule may be assumed and assigned as part of the Sale while the other is rejected. Notwithstanding anything to the contrary set forth in this Order, the Sale Order, the Plan, the Stalking Horse APA, and/or the Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases [D.I. 311]: (a) in the event either the Barge Schedule and/or the Cutting System Schedule is/are assumed and assigned to the Buyers, the Buyers (and each of them) shall be subject to all terms and conditions of any such assigned agreement(s), and all rights, remedies and interests (including without limitation security interests, liens and/or mortgages) of NewStar with respect to any assigned agreement(s), and any equipment or other assets subject to any assigned agreement(s), shall be preserved; (b) NewStar shall be entitled to full and prompt payment from the Debtors and the Buyers of all amounts that are now due, and all amounts that may become due prior to the effective date of any assumption, with respect to any NewStar agreements that are assumed or assumed and assigned; (c) NewStar shall be entitled to prompt payment from the Debtors and the Buyers, as part of the cure with respect to any assumed NewStar agreement, of NewStar's reasonable costs, expenses and attorneys' fees payable under, and as further set forth in, the Master Agreement in an amount to be agreed upon by NewStar, the Debtors and the Buyers or, absent such agreement, as determined by the Court, it being understood that within five (5) Business Days after the conclusion of the Sale Hearing, NewStar shall provide the Debtors and Buyers with an itemized statement of any costs, expenses and attorneys' fees for which it is seeking payment as cure under section 365 of the Bankruptcy Code; (d) the Debtors and the Buyers (as to the Buyer, if the Closing has already occurred) shall, with respect to any NewStar agreement that is rejected,

provide Newstar with reasonable cooperation and assistance so that NewStar can promptly remove any equipment subject to any such rejected agreement from the Debtors' or Buyers' facilities, as applicable; (e) NewStar shall preserve the right to assert an Administrative Claim related to the Barge Schedule, to the extent it is not an Assumed Contract, for, among other things, any amounts unpaid under subsequent to the filing of the Debtors' bankruptcy filing, and (f) the Buyers shall pay NewStar the sum of \$45,610.20, representing the October and pro-rated November payments on the Cutting System Schedule, within five (5) days of Closing in full satisfaction of any Administrative Claim related to the Cutting System Schedule. The Debtors shall reserve the funds necessary to make the payments required by this paragraph. For the avoidance of doubt, nothing in this paragraph is intended to or shall waive the protections for the Debtors or the Buyers, as the Debtors' assignee, of any provision of the Bankruptcy Code (including, without limitation, sections 365(e)(1), 365(f)(1), 365(f)(3) and 541(c)(1) of the Bankruptcy Code) that would render unenforceable any term or condition of the Barge Schedule and the Cutting System Schedule in connection with the Bankruptcy Cases or the Debtors' assumption and assignment of the Barge Schedule, and/or the Cutting System Schedule in its entirety to the Buyers pursuant to section 365 of the Bankruptcy Code.

59. Debtors' Release. Section 11.F of the Plan is hereby amended and restated as follows: **"PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN OR THE PLAN SUPPLEMENT, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SERVICE OF THE RELEASED PARTIES TO FACILITATE THE SETTLEMENT REACHED WITH THE PLAN PARTICIPANTS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN,**

ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES ARE DEEMED RELEASED BY THE DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT THE DEBTORS, THE ESTATES OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE BANKRUPTCY CASES, THE SALE TRANSACTION, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS DURING THE BANKRUPTCY CASES, THE NEGOTIATION, FORMULATION OR PREPARATION OF THE PLAN SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE ASSET PURCHASE AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT

CONSTITUTES THE FAILURE TO PERFORM THE DUTY TO ACT IN GOOD FAITH AND WHERE SUCH FAILURE TO PERFORM CONSTITUTES WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ACTUAL FRAUD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY RELEASED PARTY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT OR THE ASSET PURCHASE AGREEMENT) EXECUTED TO IMPLEMENT THE PLAN, NOR DOES IT RELEASE ANY RETAINED CLAIMS OR OTHER CAUSE OF ACTION, OBLIGATION OR LIABILITY EXPRESSLY PRESERVED BY THE PLAN OR THE PLAN SUPPLEMENT.

60. Releases by Holders of Claims. The first paragraph of Section 11.H of the Plan is hereby amended and restated as follows: "AS OF THE EFFECTIVE DATE, AND AS PERMITTED BY APPLICABLE LAW, EACH HOLDER OF A CLAIM SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED ~~AND DISCHARGED~~ THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF A DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR

RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE RESTRUCTURING, THE BANKRUPTCY CASES, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS DURING THE BANKRUPTCY CASES, THE NEGOTIATION, FORMULATION OR PREPARATION OF THE PLAN SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE ASSET PURCHASE AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES THE FAILURE TO PERFORM THE DUTY TO ACT IN GOOD FAITH AND WHERE SUCH FAILURE TO PERFORM CONSTITUTES WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR actual FRAUD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT OR THE ASSET PURCHASE AGREEMENT) EXECUTED TO IMPLEMENT THE PLAN, NOR DOES IT RELEASE ANY RETAINED CLAIMS OR

OTHER CAUSE OF ACTION, OBLIGATION OR LIABILITY EXPRESSLY PRESERVED BY THE PLAN OR THE PLAN SUPPLEMENT."

61. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, this Court hereby retains jurisdiction of the Bankruptcy Cases and all matters arising under, arising out of, or related to, the Bankruptcy Cases and the Plan (i) as provided for in the Plan, (ii) as provided for in this Confirmation Order, and (iii) for the purposes set forth in sections 1127 and 1142 of the Bankruptcy Code.

Dated: Nov. 24, 2015
Wilmington, Delaware


THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

62. Notwithstanding anything to the contrary in the Asset Purchase Agreement, if any amounts remain in the MS Escrow after the final adjudication by the Bankruptcy Court of the claims and objections asserted by Max Specialty, such amounts will be the property of and be reverted to the Purchaser.
63. The word "prepetition" shall be deleted from Section 11.E of the Plan.