

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited  
liability company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

**Re: Docket No. 766**

**NOTICE OF FILING OF PROPOSED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND ORDER UNDER SECTION 1129 OF THE  
BANKRUPTCY CODE AND BANKRUPTCY RULE 3020  
CONFIRMING DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN**

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**PLEASE TAKE NOTICE THAT** the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby submit their proposed *Findings of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming Debtors’ Second Amended Joint Prearranged Chapter 11 Plan* (the “Proposed Confirmation Order”), which is attached hereto as **Exhibit 1**. The Debtors intend to present a form of order substantially similar to the Proposed Confirmation Order at the conclusion of the Confirmation Hearing (as defined in the Proposed Confirmation Order).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors reserve the right to amend, modify, or otherwise supplement the Proposed Confirmation Order.

*[signature page follows]*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors’ corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

Dated: January 25, 2016  
Wilmington, Delaware

*/s/ Ryan M. Bartley*

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**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

Robert S. Brady (No. 2847)

Sean M. Beach (No. 4070)

Ryan M. Bartley (No. 4985)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Tel: (302) 571-6600

Fax: (302) 571-1253

Email: rbrady@ycst.com

sbeach@ycst.com

rbartley@ycst.com

*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT 1**

Proposed Confirmation Order

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited liability  
company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

**Docket No. 766**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER UNDER  
SECTIONS 1125 AND 1129 OF THE BANKRUPTCY CODE AND BANKRUPTCY  
RULES 3017 AND 3020 (A) APPROVING THE DEBTORS' DISCLOSURE  
STATEMENT ON A FINAL BASIS AND (B) CONFIRMING DEBTORS' SECOND  
AMENDED JOINT CHAPTER 11 PLAN**

**RECITALS**

I. On December 29, 2015, the Debtors filed the *Debtors' Second Amended Joint Chapter 11 Plan*, dated December 29, 2015 [Docket No. 766] (together with all exhibits and as further amended, modified, and supplemented in with accordance the Plan and the Confirmation Order, the “**Plan**”) and the *Disclosure Statement for Debtors' Second Amended Joint Chapter 11 Plan*, dated December 29, 2015 (and as further amended, modified, and supplemented in accordance with the Plan and the Confirmation Order, the “**Disclosure Statement**”) [Docket No. 767].

II. On December 29, 2015, the Bankruptcy Court entered an Order [Docket No. 764] (the “**Combined Hearing Order**”) (a) approving the Disclosure Statement on a preliminary basis; (b) scheduling a combined hearing (the “**Combined Hearing**”) on confirmation of the Plan and the adequacy of the Disclosure Statement for January 27, 2016; (c) approving the form

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors' corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

and manner of notice of the Combined Hearing (the “**Combined Hearing Notice**”); and (d) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan, including, among other things, approval of (i) the forms of ballots for submitting votes on the Plan, (ii) the deadline for submission of such ballots, and (iii) the proposed solicitation packages to be distributed to creditors for solicitation of votes on the Plan.

III. Class 3 (ABL Facility Claims), Class 4 (Term Loan Facility Claims), Class 5 (Heat Treat Line Secured Claims), and Class 6 (General Unsecured Claims) (collectively, the “**Voting Classes**”), are the classes designated under the Plan to vote to accept or reject the Plan.

IV. As required by the Combined Hearing Order, and as evidenced by an affidavit filed with the Bankruptcy Court on January 6, 2016 [Docket No. 788] the Solicitation Agent timely mailed to holders, as of the Voting Record Date, of claims in the Voting Classes solicitation packages (the “**Solicitation Packages**”) containing copies of: (a) the Disclosure Statement, including the Plan as an exhibit thereto; (b) the Solicitation Procedures; (c) the Combined Hearing Notice, which provided written notice of (i) the Bankruptcy Court’s preliminary approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Combined Hearing, and (iv) the deadline and procedures for filing objections to confirmation of the Plan; (d) a cover letter from the Debtors; (e) the appropriate Ballot; and (f) with respect to Class 6 only, the Committee Letter.

V. As required by the Combined Hearing Order, the Solicitation Agent timely mailed a Disputed Claim Notice to any holder of a Claim (i) for which a proof of claim was filed and for which an objection had been asserted prior to the Voting Record Date or (ii) which was listed in the Schedules as one or more of disputed, contingent or unliquidated and for which no superseding proof of claim was filed on or prior to the Voting Record Date.

VI. As required by the Combined Hearing Order the Solicitation Agent timely mailed to all holders of Claims that are Unclassified under the Plan, which are Administrative Claims, DIP Facility Claims, Professional Claims, and Priority Tax Claims, or included in the Unimpaired Classes (as defined below), which are Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 7 (Intercompany Claims), and Class 8 (Intercompany Interests), a copy of the Presumed to Accept Notice and the Combined Hearing Notice.

VII. As required by the Combined Hearing Order, the Solicitation Agent timely mailed to all holders of Claims and Interests that are included in the Deemed Rejecting Classes, which are Class 9 (Boomerang Preferred Units), Class 10 (Boomerang Common Units), Class 11 (Boomerang Other Equity Securities), and Class 12 (Section 510(b) Claims), a copy of the Deemed to Reject Notice and the Combined Hearing Notice.

VIII. As required by the Combined Hearing Order, and as evidenced by a certification of publication filed with the Bankruptcy Court on January 11, 2016 [Docket No. 796], the Debtors caused notice of the Combined Hearing to be published in the National Edition of *The New York Times* on January 7, 2016.

IX. As further required by the Combined Hearing Order, on January 15, 2016, the Debtors filed with the Bankruptcy Court and served on the applicable counterparties identified therein: (i) the *Notice to Counterparties to Executory Contracts and Unexpired Leases Potentially Being Assumed Under the Plan* [Docket No. 814] (the “**Assumption Notice**”) or (ii) the *Notice to Counterparties to Executory Contracts and Unexpired Leases Proposed to be Rejected Under the Plan* [Docket No. 815] (the “**Rejection Notice**”). Affidavits of service evidencing this service of the Assumption Notice and Rejection Notice were filed with the Bankruptcy Court on [REDACTED], 2016 [Docket Nos. [REDACTED]]. Additionally, on January 15,

2016, the Debtors filed the *Notice of Debtors' Election with Respect to Treatment of the Class 5 Claim held by SB Boomerang Tubular, LLC* [Docket No. 812].

X. On January 15, 2016, the Debtors filed the Plan Supplement [Docket No. 816], which was amended and supplemented on January [REDACTED], 2016 [Docket No. [REDACTED]]. The Plan Supplement included, as exhibits thereto, draft forms of the following documents relating to the Plan and/or to be executed, delivered, assumed, and/or performed in connection with the consummation of the Plan on the Effective Date (as may be amended, modified, or supplemented from time to time, collectively, the “**Plan Supplement Documents**”):

<b>Exhibit</b>	<b>Plan Supplement Document</b>
1	Exit ABL Facility Loan Agreement
2	Exit Intercreditor Agreement
3	Exit Term Facility Loan Agreement
4	Financial Projections Supplement
5	List of Contracts to be Assumed under Section 5.1 of the Plan
6	New Holdco Bylaws
7	New Holdco Certificate of Incorporation
8	New Holdco Shareholders Agreement
9	New Opco Certificate of Formation
10	New Opco LLC Agreement
11	Nonexclusive list of retained Causes of Actions
12	Class 5 Note – SBI
13	Class 5 Note – SBI Lender
14	Section 1129(a)(5) Disclosure of Directors and Officers
15	Subordinated Notes Agreement
16	Subordinated Notes Intercreditor Agreement
17	Amended and Restated Certificate of Incorporation of BT Financing, Inc.
18	Amended and Restated By-Laws of BT Financing, Inc.
19	Amended and Restated Limited Liability Company Agreement of BTCSP, LLC
20	Amendment to Certificate of Formation of BTCSP, LLC

21	Duties of Ombudsman
22	Professional Fee Escrow Account Agreement
23	GUC Consideration Escrow Account Agreement

All such materials comply with the terms of the Plan, and the filing and notice of such Plan Supplement Documents is good and proper and no other or further notice is or shall be required.

XI. Pursuant to the Combined Hearing Order, the voting deadline for the Voting Classes was 5:00 p.m. (prevailing Eastern Time) on January 21, 2016, unless such deadline was extended by the Debtors.

XII. On January 25, 2016, the Debtors filed the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting Debtors' Second Amended Joint Chapter 11 Plan* [Docket No.     ] attesting to, and certifying the method and results of, the ballot tabulation for the Voting Classes (the “**Voting Report**”). The voting results, as certified in the Voting Report, are reflected in the following chart:



Debtor Name	Class	Class Description	Accepting		Rejecting		Class Voting Result
			Amount	Number	Amount	Number	
			%	%	%	%	
Boomerang Tube, LLC	3A	ABL Facility Claims	\$3,274,000.00	2	\$0.00	0	Accept
			100%	100%	0%	0%	
BT Financing, Inc.	3B	ABL Facility Claims	\$3,274,000.00	2	\$0.00	0	Accept
			100%	100%	0%	0%	
BTCSP, LLC	3C	ABL Facility Claims	\$3,274,000.00	2	\$0.00	0	Accept
			100%	100%	0%	0%	
Boomerang Tube, LLC	4A	Term Loan Facility Claims	\$204,125,000.00	27	\$0.00	0	Accept
			100%	100%	0%	0%	
BT Financing, Inc.	4B	Term Loan Facility Claims	\$204,125,000.00	27	\$0.00	0	Accept
			100%	100%	0%	0%	
BTCSP, LLC	4C	Term Loan Facility Claims	\$204,125,000.00	27	\$0.00	0	Accept
			100%	100%	0%	0%	
Boomerang Tube, LLC	6A	General Unsecured Claims	\$25,674,752.96	71	\$156,933.36	4	Accept
			99.39%	94.67%	0.61%	5.33%	
BT Financing, Inc.	6B	General Unsecured Claims	\$7.00	7	\$0.00	0	Accept
			100%	100%	0%	0%	
BTCSP, LLC	6C	General Unsecured Claims	\$7.00	7	\$1.00	1	Accept
			87.5%	87.5%	12.5%	12.5%	

The Voting Report further certified that as of the Voting Record Date, no holders of claims in Class 5A or Class 5B against Debtor Boomerang Tube, Inc. cast a vote prior to the voting deadline. Additionally, there were no holders of Claims eligible to vote in Class 5 against Debtors BT Financing Inc. and BTCSP, LLC.

XIII. Pursuant to the Combined Hearing Order, the deadline to file objections to the Plan was 5:00 p.m. (prevailing Eastern Time) on January 21, 2016, unless such deadline was extended by the Debtors. No objections to final approval of the Disclosure Statement were filed and only two limited objections to confirmation of the Plan were filed with the Bankruptcy Court by the U.S. Trustee [Docket No. 821] and SB Boomerang Tubular, LLC [Docket No. 825].

XIV. On January 25, 2016, the Debtors filed the (i) *Debtors' Memorandum of Law in Support of and in Response to Objections to Confirmation of Debtors' Second Amended Joint Chapter 11 Plan* [Docket No.     ] (the "**Confirmation Memorandum**"); and (ii) the *Declaration of Kevin Nystrom In Support of Confirmation of Debtors' Second Amended Joint Chapter 11 Plan* [Docket No.     ] (the "**Nystrom Declaration**").

XV. The Combined Hearing was held before the Bankruptcy Court on January 27, 2016.

NOW, THEREFORE, based upon the Bankruptcy Court's review of the Plan, the Disclosure Statement, the Confirmation Memorandum, the Nystrom Declaration, the Voting Report, and upon all of the evidence proffered or adduced and the arguments of counsel made at or in connection with the Combined Hearing, the record of these Chapter 11 Cases, and upon all the proceedings heretofore had in these Chapter 11 Cases, and after due deliberation thereon and good and sufficient cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact and conclusions of law:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. Exclusive Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157, 1334(a), 1408, and 1409). The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has

exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Burden of Proof. The Debtors, as proponents of the Plan, have the burden of proving the elements of section 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan. As set forth below, the Debtors have met that burden.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at or in connection with the hearings held before this Bankruptcy Court during these Chapter 11 Cases, including, without limitation, the Combined Hearing.

D. Transmittal and Mailing of Materials; Adequate and Sufficient Notice. The Solicitation Packages and the Combined Hearing Notice were transmitted and served, and the Combined Hearing Notice was published, in compliance with the Combined Hearing Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and such transmittal, service, and publication was adequate and sufficient, and no other or further notice is or shall be required. Adequate and sufficient notice, including by publication, of the Combined Hearing, the Combined Hearing Order, and the dates and deadlines provided for in the Combined Hearing Order was given in compliance with the Combined Hearing Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice or publication is or shall be required. All parties in interest in these Chapter 11

Cases had a full and fair opportunity to appear and be heard at the Combined Hearing and no other or further notice is or shall be required.

E. Approval of Disclosure Statement. The Disclosure Statement contains “adequate information” (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

F. Technical Modifications to the Plan. The modifications to the Plan set forth in the next two paragraphs (collectively, the “**Modifications**”) comply with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The filing and service of the Modifications and the description of the Modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of the Chapter 11 Cases. The Modifications are not material, do not adversely change the treatment of any holder of a Claim or Interest under the Plan, do not require the re-solicitation of any Voting Class, and are hereby approved pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019. In accordance with section 1127 of the Bankruptcy Code 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 that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Modifications.

(i) Section 4.5 of the Plan shall be amended and restated as follows:

Except as otherwise provided herein, on and after the Effective Date, subject to any Final Order, and without limiting any authority provided to the New Board under the Debtors’ respective certificates of incorporation, bylaws and other formation and constituent documents, the Reorganized Debtors shall: (a) amend,

adopt, assume and/or honor in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

For the avoidance of doubt, it is anticipated that all employee contracts will expire by their terms prior to the Effective Date and none of those contracts are being assumed, adopted, or otherwise reinstated under the Plan. As a result of the expiration of the current employment contracts prior to the Effective Date, or the rejection of such contracts, the Reorganized Debtors shall have no further obligation under these employment contracts and are not obligated to pay to any employee, among other things, any severance or bonus payments that relate to work performed prior to the Petition Date (unless such payments otherwise represent Allowed Claims entitled to either (i) priority treatment under Section 507(a) of the Bankruptcy Code or (ii) pro rata distribution as General Unsecured Claims pursuant to Class 6 of the Plan). The Debtors and/or the Reorganized Debtors, as applicable, will work with certain employees to negotiate mutually acceptable employment contracts.

- (ii) The proviso at the end of Section 8.2 of the Plan is amended to delete the term "Plan Support Agreement" and restated as follows:

*provided, however,* that the foregoing "Debtor Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages remedies, Causes of Action, and liabilities in respect of any Released Party solely to the extent arising under the Plan or any agreements entered into pursuant to the Plan.

G. Voting Results. As described more fully in the Voting Report:

- (i) Class 3 voted to accept the Plan with respect to each Debtor;

- (ii) Class 4 voted to accept the Plan with respect to each Debtor;
- (iii) Class 5A (consisting of the SBI Lender Secured Claim) did not vote to accept or reject the Plan;
- (iv) Class 5B (consisting of the SBI Secured Claim) did not vote to accept or reject the Plan; and
- (v) Class 6 voted to accept the Plan with respect to each Debtor.

H. Plan Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As set forth below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

- (i) Proper Classification of Claims and Interests (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to DIP Facility Claims, Administrative Claims, Professional Claims, and Priority Tax Claims, which need not be classified under the Plan, the Plan designates twelve (12) Classes of Claims and Interests in the Debtors. The Claims or Interests placed in each Class are substantially similar to other Claims or Interests, as the case may be, in such Class. Valid business, factual, and/or legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and therefore the Plan does not unfairly discriminate among holders of Claims or Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- (ii) Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Classes 1, 2, 7, and 8 are unimpaired under the Plan (collectively, the “**Unimpaired Classes**”), thereby satisfying section 1123(a)(2) of the Bankruptcy Code.
- (iii) Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Classes 3 through 6 and Classes 9 through 12 as impaired under the Plan (collectively, the “**Impaired Classes**”), and specifies the treatment of Claims and Interests in the Impaired Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.
- (iv) Equal Treatment Within Classes (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtors for each Claim or Interest in a particular Class unless the holder of a particular Claim or Interest in such Class has agreed to a less favorable treatment of its Claim or Interest,

as the case may be, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

- (v) Implementation of Plan (11 U.S.C. § 1123(a)(5)). In compliance with section 1123(a)(5) of the Bankruptcy Code, Article IV and Article V of the Plan, and various other provisions of the Plan, set forth the means for implementation of the Plan, which means are adequate and proper. All documents necessary to implement the Plan, including, without limitation, those contained in the Plan Supplement and all other relevant and necessary documents, have been developed and negotiated in good faith and at arms' length and, subject to and upon the occurrence of the Effective Date, shall be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.
- (vi) Charter Provisions (11 U.S.C. § 1123(a)(6)). In compliance with section 1123(a)(6) of the Bankruptcy Code, the charter or analogous governance documents of New Holdco and each Reorganized Debtor will prohibit the issuance of nonvoting equity interests to the extent that the issuance of nonvoting securities is prohibited under section 1123(a)(6) of the Bankruptcy Code.
- (vii) Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)). Pursuant to Section 4.14 of the Plan, the identities and affiliations of all individuals proposed to serve as the initial board members of New Holdco and the Reorganized Debtors as of the Effective Date were disclosed and filed with the Bankruptcy Court as part of the Plan Supplement. Upon the occurrence of the Effective Date, the board of New Holdco will be a seven-member board comprised of the chief executive officer of New Holdco and six individuals designated by the holders of New Holdco Common Stock, as more fully specified in Section 4.14 of the Plan. The officers of the Debtors serving as of the Effective Date will remain in place following the Effective Date. The provisions of the Plan for the selection of directors and officers of New Holdco and the Reorganized Debtors are consistent with the interests of creditors and equity holders and with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.
- (viii) Additional Plan Provisions (11 U.S.C. § 1123(b)). The provisions of the Plan are appropriate and consistent with the provisions of the Bankruptcy Code.
- (ix) Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. § 1123(b)(1)). Pursuant to Article III of the Plan, Classes 3 through 6 and 9 through 12 are impaired, and Classes 1, 2, 7, and 8 are unimpaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

- (x) Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Section 5.1 of the Plan provides for the rejection of the Executory Contracts and Unexpired Leases of the Debtors as of the Effective Date, except for any Executory Contract or Unexpired Lease (a) that has previously been assumed or rejected by the Debtors, (b) that previously expired or terminated pursuant to its own terms, (c) that is subject to a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date, or (d) that is identified in the Plan Supplement to be assumed, as contemplated by section 1123(b)(2) of the Bankruptcy Code.
- (xi) Establishment of Escrow Accounts (11 U.S.C. § 1123(a)(5)(B) and (b)(6)). Section 2.3 and 4.8 of the Plan provide for the creation and funding of the Professional Fee Escrow Account and GUC Consideration Escrow Account for payment of Professional Claims and making distributions of the GUC Consideration, respectively.
- (xii) Cure of Defaults (11 U.S.C. § 1123(d)). Section 5.4 of the Plan provides for satisfaction of default claims associated with each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. All Cure amounts will be determined in accordance with the underlying agreements and applicable bankruptcy and nonbankruptcy law. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.
- (xiii) Bankruptcy Rules 3016(a), (b), and (c). The Plan is dated and identifies the entities submitting it, thereby satisfying Rule 3016(a) of the Bankruptcy Rules. The filing of the Disclosure Statement with the Clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b). The Plan and Disclosure Statement set forth in bold text all acts to be enjoined and identify all entities subject to the injunction provided by the Plan in satisfaction of Bankruptcy Rule 3016(c).

I. Debtors' Compliance with the Applicable Provisions of the Bankruptcy Code

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

- (i) the Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code;
- (ii) the Debtors have complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and



- (iii) the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Combined Hearing Order in transmitting the Solicitation Packages and in soliciting and tabulating votes on the Plan.

J. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors, the Creditors Committee, the Term Loan Agent, and certain holders of Term Loan Facility Claims participated in good faith in negotiating, at arms' length, the Plan and the contracts, instruments, releases, agreements, and documents related to or necessary to implement, effectuate, and consummate the Plan, including, without limitation, the Plan and Plan Supplement Documents. Each of these parties and their respective counsel and advisors also participated in good faith in each of the actions taken to bring about, and in satisfying each of the conditions precedent to, confirmation and consummation of the Plan. The Debtors' good faith is evidenced from the record of the Chapter 11 Cases, including, among other things, the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the record of the Combined Hearing, the formulation of the Plan and all related pleadings, exhibits, statements, and comments regarding confirmation of the Plan, and other proceedings held in these Chapter 11 Cases. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate and honest purpose of effecting a reorganization of the Debtors.

K. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Except for the fees and expenses of professionals payable under the DIP ABL Facility Order or DIP Term Facility Order, any payment made or to be made by the Debtors for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, the

Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code. Payment of the fees and expenses due under the DIP ABL Facility Order and DIP Term Facility Order will be paid in accordance with those respective orders.

L. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. Exhibit 14 to the Plan Supplement discloses the identities and affiliations of the individuals proposed to serve, as of the Effective Date, as directors or officers of New Holdco and the Reorganized Debtors. The appointment of such individuals to such positions is consistent with the interests of holders of Claims and Interests and public policy, thereby satisfying section 1129(a)(5) of the Bankruptcy Code.

M. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Debtors' business operations are not subject to rate regulation by any governmental regulatory commission; therefore, section 1129(a)(6) of the Bankruptcy Code is not applicable to confirmation of the Plan and these Chapter 11 Cases.

N. Best Interests of Creditors Test (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The unaudited liquidation analysis attached as Exhibit E to the Disclosure Statement, the Nystrom Declaration, and the other evidence proffered or adduced at or in connection with the Combined Hearing in support of the Plan (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each holder of a Claim or Interest in an Impaired Class either (x) has accepted the Plan or (y) will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that it would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

O. Acceptance By the Requisite Classes of Creditors and Interest Holders (11 U.S.C. § 1129(a)(8)). Classes 3 through 6 are the only Impaired Classes entitled to vote on the Plan. As evidenced in the Voting Report, Classes 3, 4, and 6 voted to accept the Plan with respect to each Debtor. No Voting Class voted to reject the Plan. As of the date hereof, there are no holders of Claims that have been temporarily Allowed for voting purposes in Class 5 with respect to Debtors BTCSP, LLC and BT Financing, Inc. No holders of Claims or Interests eligible to vote in Class 5A or Class 5B against Boomerang Tube, LLC (the “**Non-Voting Classes**”) voted to accept or reject the Plan. Pursuant to Section 3.5 of the Plan, the Debtors are requesting that the Non-Voting Classes be deemed to accept the Plan. Classes 1, 2, 7, and 8 are unimpaired under the Plan, and therefore are deemed to have accepted the Plan. The Plan provides that holders of Claims and Interests in Classes 9 through 12 will not receive any distribution or retain any property on account of such Claims or Interests, as the case may be, and these Classes are therefore deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (collectively, the “**Deemed Rejecting Classes**”). Notwithstanding that section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to all Classes, through section 1129(b) of the Bankruptcy Code, the Plan may be confirmed over the failure of Classes 5A and 5B to affirmatively accept the Plan and the deemed rejection of the Deemed Rejecting Classes.

P. Treatment of Priority Claims (11 U.S.C. § 1129(a)(9)). The Plan’s treatment of Allowed Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, Other Secured Claims, and Other Priority Claims satisfies section 1129(a)(9) of the Bankruptcy Code.

Q. Acceptance By at Least One Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Report, Classes 3, 4, and 6 with respect to each Debtor, which, in each instance, are Impaired Classes, voted to accept the Plan in requisite numbers and amounts, without the need to include any acceptance of the Plan by any insider. Pursuant to Section 3.5 of the Plan, the Debtors have requested the Court to deem Classes 5A and 5B to have accepted the Plan with respect to Debtor Boomerang Tube, LLC. Consequently, section 1129(a)(10) of the Bankruptcy Code is satisfied.

R. Feasibility (11 U.S.C. § 1129(a)(11)). The Debtors have established, by a preponderance of the evidence, that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors. To satisfy their burden under section 1129(a)(11) of the Bankruptcy Code, as set forth in the Nystrom Declaration, the Debtors, among other things, prepared and included the financial projections attached as Exhibit F to the Disclosure Statement, as supplemented by Exhibit 4 to the Plan Supplement (together, the “**Financial Projections**”), and obtained additional financing commitments through the Exit Term Facility and Exit ABL Facility. The Financial Projections and the Nystrom Declaration, along with the other evidence proffered or adduced at or in connection with the Combined Hearing, support the finding that the Debtors will have sufficient liquidity to meet their obligations arising under the Plan or otherwise. The Bankruptcy Court finds that the Financial Projections and the evidence proffered or adduced at or in connection with the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the

Reorganized Debtors, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

S. Payment of Certain Fees (11 U.S.C. § 1129(a)(12)). Section 12.2 of the Plan provides that all fees payable pursuant to 28 U.S.C. § 1930(a) will be paid until the Chapter 11 Cases are converted, dismissed, or a Final Decree is issued, whichever occurs first, at the times specified in Section 12.2 of the Plan. Accordingly, the Plan satisfies section 1129(a)(12) of the Bankruptcy Code.

T. Continuation of Retiree Benefits; Domestic Support Obligations; Unsecured Claims Against Individual Debtors; Transfers by Non-Profit Organizations (11 U.S.C. §§ 1129(a)(13)–(16)). The Debtors do not have any “retiree benefits” programs as such term is defined in section 1114 of the Bankruptcy Code, and none of the Debtors have domestic support obligations, are individuals, or are nonprofit organizations; therefore, sections 1129(a)(13)–(16) of the Bankruptcy Code are not applicable to confirmation of the Plan and these Chapter 11 Cases.

U. Confirmation of Plan Over Non-Acceptance of Certain Impaired Classes (11 U.S.C. § 1129(b)). The classification and treatment of Claims and Interests in the Plan is proper pursuant to section 1122 of the Bankruptcy Code and does not discriminate unfairly pursuant to section 1129(b)(1) of the Bankruptcy Code notwithstanding the Deemed Rejecting Classes (collectively, the “**Rejecting Classes**”) were deemed to reject the Plan. Based on the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Plan does not discriminate unfairly with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because:

- (i) with respect to Class 5 against Boomerang Tube, LLC, the holders of Claims in such Class are receiving the treatment specified in section

1129(b)(2)(A)(iii) of the Bankruptcy Code by receiving the indubitable equivalent of their secured claims by receiving the return of the SBI Heat Treat Line Collateral; and

- (ii) there is no holder of any Claim against or Interest in the applicable Debtor that is junior to a holder in a Deemed Rejecting Class that is receiving or retaining any property under the Plan on account of such junior claim or interests, and the holders of Claims against or Interests in the Debtors that are senior to the Deemed Rejecting Classes are receiving distributions, the value of which is less than 100% of the Allowed amount of their Claims.

Intercompany Claims and Intercompany Interests are not being impaired by the Plan and are being reinstated (unless the Debtors elect to cancel any Intercompany Claim); however, the sole reason for this treatment of Intercompany Claims and Intercompany Interests is to maintain the existing corporate structure of the Debtors and the Reorganized Debtors and the administrative convenience associated therewith. Accordingly, the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code are satisfied with respect to the Rejecting Classes, and the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to the Rejecting Classes. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129(b) of the Bankruptcy Code.

V. Only One Plan (11 U.S.C. §1129(c)). Other than the Plan (including previous versions thereof which were subsequently amended), no other plan has been filed in the Chapter 11 Cases. As a result, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

W. Purpose of the Plan (11 U.S.C. §1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the requirements of section 5 of the Securities Act, and there has been no filing by any governmental unit asserting any such attempted avoidance, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

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

Y. Good Faith Solicitation and Participation (11 U.S.C. § 1125(e)). Based upon the record before the Bankruptcy Court, the Debtors, the Creditors Committee (with respect to the Committee Letter), and their respective attorneys, advisors, and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in connection with the solicitation of acceptances of the Plan, and the Debtors and their attorneys, advisors, and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in the offer, issuance, sale, solicitation, and/or purchase of the securities offered and sold under the Plan and the offer, issuance, sale, or purchase of securities in connection with the Plan, and therefore are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or offer, issuance, sale, or purchase of the securities offered and sold under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the injunctive and exculpatory provisions set forth in the Plan.

Z. Executory Contracts and Unexpired Leases. The parties to the Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan were afforded with good and sufficient notice of such assumption and an opportunity to object and be heard. The Debtors have satisfied the provisions of section 365 of the Bankruptcy Code with respect to the assumption or rejection of Executory Contracts and Unexpired Leases as contemplated by the

Plan, including without limitation, the provisions relating to adequate assurance of future performance. The evidence with respect to adequate assurance of future performance proffered or adduced by the Debtors at the Combined Hearing and in the Nystrom Declaration is reasonable, persuasive, credible, and accurate, and has not been controverted by other evidence, and supports a finding that the Debtors are providing counterparties with adequate assurance of future performance.

AA. Exit Facilities. The Exit Facilities are essential elements of the Plan and entry into and consummation of the transactions contemplated by the Exit Facilities are in the best interests of the Debtors, the Estates, and holders of Claims and Interests and are approved. The Debtors have exercised reasonable business judgment in connection with the Exit Facilities and have provided sufficient and adequate notice thereof. The proposed terms thereunder have been negotiated in good faith and at arms' length, are supported by reasonably equivalent value and fair consideration, and are fair and reasonable. The guarantees, mortgages, pledges, Liens, and other security interests, and all other consideration granted pursuant to or in connection with the Exit Facilities are or will be (as the case may be), and are hereby deemed to be, granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the Exit ABL Facility Lenders and Exit Term Facility Lenders to extend credit thereunder and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance or recharacterization and shall not subject the Exit ABL Facility Lenders, Exit ABL Facility Agent, Exit Term Facility Lenders, and Exit Term Facility Agent to any liability by reason of incurrence of such obligation or grant of such Liens, guarantees or security interests under applicable federal or state law, including, but not limited to, successor or transferee liability.



BB. Plan Settlement. As set forth in Section 8.9 of the Plan, in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim may have with respect to any Allowed Claim, or any distribution made on account of such Allowed Claim (the “**Plan Settlement**”). The Plan Settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable.

CC. Releases by the Debtors. The Debtor Release set forth in Section 8.2 of the Plan represents a valid exercise of the Debtors’ business judgment. Pursuing any such claims against the Released Parties is not in the best interests of the Debtors and their various constituencies as the Debtor Release was a bargained for element of the Plan Settlement and the costs involved likely would outweigh any potential benefits from pursuing such claims. In addition, the Released Parties provided good and valuable consideration in exchange for the Debtor Release, including services and funding, as the case may be, by the Released Parties and otherwise facilitating the reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan.

DD. Releases of the Released Parties by the Debtors are critically important to the success of the Plan, which embodies the Plan Settlement, agreed to by the Debtors’ primary stakeholders and reflects and implements the concessions and compromises made by the Sponsor, ABL Facility Lenders, and the Term Loan Lenders, who are contemplated to be the owner of the Reorganized Debtors on a go-forward basis, to the restructuring transactions contemplated by the Plan and ensuring that a cash recovery, in the form of the GUC Consideration, was made available to General Unsecured Creditors on the Effective Date. The

Debtors received value from or on behalf of, and were aided in the reorganization process by, the Released Parties. The Released Parties played an integral role in the formulation and implementation of the Plan, including in ensuring that value is delivered to creditors at all levels of the Debtors' capital structure. The Plan reflects the settlement and resolution of several complex issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

EE. Based on the record and the facts and circumstances of the Chapter 11 Cases, the Bankruptcy Court hereby determines that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates from asserting any Claim or Cause of Action released pursuant to the Debtor Release.

FF. Releases by Holders of Claims. The circumstances of the Chapter 11 Cases render the Third-Party Releases set forth in Section 8.3 of the Plan critical to the success of the Plan. Under the Plan, the Third-Party Releases are only given by (i) the current officers and directors of the Debtors, who are also beneficiaries of the Debtor Release and Third-Party Release; (ii) the Term Loan Agent and holders of Term Loan Facility Claims; (iii) the ABL Facility Agent and holders of ABL Facility Claims; (iv) the DIP ABL Facility Agent and holders of DIP ABL Facility Claims; (v) the DIP Term Facility Agent and holders of DIP Term Facility Claims; (vi) the Sponsor; (vii) the ABL Facility Guarantor; or (viii) holders of Claims that are unimpaired and deemed under the Plan to have accepted the Plan, in consideration for the

obligations of and distributions from the Debtors and Reorganized Debtors under the Plan and other contracts, instruments, releases, agreements, or documents executed and delivered in connection with the Plan. No party granting a Third-Party Release under the Plan has objected to the Third-Party Release.

GG. Based upon the record and the facts and circumstances of the Chapter 11 Cases, the Bankruptcy Court hereby determines that the Third-Party Releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the holders of Claims and Interests granting the Third-Party Releases pursuant to the terms of the Plan; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, reasonable, and necessary to the Debtors' reorganization; (5) given and made after notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties granting the Third-Party Releases from asserting any claims released by the Third-Party Releases against any of the Released Parties.

HH. Exculpation. The Exculpation provisions set forth in Section 8.4 of the Plan are also essential to the Plan. The record in the Chapter 11 Cases fully supports the Exculpation, and the Exculpation is appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

II. Injunctions. The injunction provisions set forth in Section 8.5 of the Plan (the "**Injunctions**") are essential to the Plan and are necessary to preserve and enforce the Debtors' discharge provided for herein and in the Plan, the Debtor Release, the Third-Party Releases, and the Exculpation, and are appropriately tailored to achieve that purpose.

JJ. The Debtor Release, the Third-Party Releases, the Exculpation, and the Injunctions: (1) are within the jurisdiction of the Bankruptcy Court under

28 U.S.C. §§ 157(b)(1), 157(b)(2), 1334(a), 1334(b), and 1334(d) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; (2) an essential means of implementing the Plan pursuant to section 1123(b) of the Bankruptcy Code; (3) an integral element of the transactions embodied by and incorporated in the Plan; (4) in exchange for the good and valuable consideration provided by the Released Parties; (5) a good faith settlement and compromise of the Claims released by the Debtor Release and Third-Party Releases and exculpated by the Exculpation; (6) in the best interests of the Debtors and all holders of Claims and Interests; (7) fair, equitable, and reasonable; (8) given and made after due notice and opportunity for hearing; and (9) are consistent with sections 105, 363, 1123, and 1129 of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law. Based upon the record of the Chapter 11 Cases and the evidence proffered, adduced, and presented at the Combined Hearing, the Bankruptcy Court finds that the Debtor Release, the Third-Party Releases, the Exculpation, and the Injunctions are consistent with the Bankruptcy Code and applicable law.

KK. Characterization of SBI Financing Agreement and Value of SBI Heat Treat Line Collateral. Based on the evidence proffered, adduced, and presented in connection with the October 5, 2015 hearing, and as previously determined in the Court's November 9, 2015 oral ruling, the Court finds that (i) the SBI Financing Agreement is properly characterized as a contract for the sale of the SBI Heat Treat Line Collateral to Boomerang on an installment basis, with reservation of a purchase-money security interest by SBI, (ii) the SBI Heat Treat Line Collateral is property of Boomerang's bankruptcy estate, and (iii) the value of the SBI Heat Treat Line Collateral for all purposes under the Plan is \$9.75 million.

LL. SBI Lender Secured Claim. The SBI Lender Secured Claim is secured by an interest in the SBI Heat Treat Line Collateral, and thus constitutes a claim against Boomerang pursuant to Sections 102(2) and 1111(b)(1)(A) of the Bankruptcy Code. The SBI Lender Secured Claim has priority over the SBI Secured Claim under applicable non-bankruptcy law.

MM. SBI 1111(b)(2) Election. The Court set a deadline of January 8, 2016 for SBI to make any election under 1111(b)(2) with respect to claims in Class 5. SBI did not make such an election.

NN. Retention of Jurisdiction. The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article XI of the Plan as provided for herein.

### **DECREES**

#### **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:**

1. Findings of Fact; Conclusions of Law. The findings of fact and conclusions of law herein constitute the Bankruptcy Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. Any finding of fact shall constitute a finding of fact even if it is referred to as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is referred to as a finding of fact.

2. Approval of Disclosure Statement. The Disclosure Statement is approved.

3. Confirmation. The Plan, a copy of which is annexed hereto as **Exhibit A**, is hereby CONFIRMED under and pursuant to section 1129 of the Bankruptcy Code, as set forth herein. The Plan Supplement Documents and each of the provisions thereof are hereby approved. The terms of the Plan (subject to any further modifications pursuant to the terms of the Plan) are hereby approved. The terms of the Plan, the Plan Supplement Documents, and any

exhibits thereto are incorporated by reference into, and are an integral part of, this Confirmation Order, and shall be effective and binding as of the Effective Date, without any requirement of further action by any of the Debtors' or Reorganized Debtors' boards of directors or managers, as applicable, or security holders.

4. Resolution of Confirmation Objections. All parties have had a full and fair opportunity to litigate all issues raised by the Confirmation Objections, or which might have been raised, and the Confirmation Objections have been fully and fairly litigated. As presented at the Combined Hearing, the consensual resolution of certain Confirmation Objections as provided for herein satisfies all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules, is in the best interest of the Debtors and their estates, and is supported by the record of the Combined Hearing, and therefore is hereby approved. Any Confirmation Objections or any other responses and reservation of rights with respect to confirmation of the Plan not previously resolved, resolved herein, or withdrawn are hereby overruled as set forth herein and on the record of the Combined Hearing.

5. Record Closed. The record of the Combined Hearing is hereby closed.

6. Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

7. Plan Classification Controlling. The classification of Claims and Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to, or returned by, the holders of Claims in the Voting Classes (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (ii) do not necessarily represent, and in no event shall be deemed to

modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes, and (iii) shall not be binding on the Debtors, their estates, or the Reorganized Debtors. The classification scheme of the Plan and the treatment of all Claims and Interests as provided thereunder are hereby approved.

8. Deemed Acceptance. Class 5A (SBI Lender Secured Claims) and Class 5B (SBI Secured Claims) are deemed to accept the Plan notwithstanding the fact that the holders of claims in those Classes failed to timely submit a ballot.

9. Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim or Interest and such holders' respective successors and assigns, whether or not the Claims or Interests of such holders are impaired under the Plan and whether or not such holders have voted to accept the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

10. Debtor-in-Possession Transactions. All transactions effected by the Debtors during the pendency of the Chapter 11 Cases from the Petition Date up to the Effective Date are hereby approved and ratified.

11. Plan Settlement. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan Settlement is hereby approved.

12. Vesting of Assets. Pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, or in any agreement, instrument, or other document incorporated in the Plan (including, without limitation, the Exit ABL Facility Documents, Exit Term Facility Documents and the Subordinated Notes Facility Documents, as

applicable), on the Effective Date, all property in each Debtor's Estate, including, for the avoidance of doubt, the SBI Heat Treat Line Collateral unless abandoned prior to the Effective Date pursuant to Section 3.2(e)(2)(C) of the Plan, all Causes of Action (other than Causes of Action expressly released by the Plan), and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, (i) no funds in the GUC Consideration Escrow Account (or any Disputed Claims Reserve funded from the GUC Consideration) shall be property of the Estates or the Reorganized Debtors, or subject to any Lien, upon the occurrence of the Effective Date, and such funds shall be distributed to the holders of Allowed General Unsecured Claims in accordance with the provisions of the Plan, and (ii) no funds in the Professional Fee Escrow Account shall be property of the Estates or the Reorganized Debtors, or subject to any Lien, upon the occurrence of the Effective Date, and such funds shall be distributed to the holders of Professional Claims in accordance with the provisions of the Plan.

13. Release of Liens. On the Effective Date, except (a) with respect to the Liens securing the DIP Term Facility to the extent set forth in the Exit Term Facility Documents, (b) with respect to the Liens securing the Other Secured Claims (depending on the treatment of such Claims), or (c) as otherwise provided herein, in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully



released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns. The Reorganized Debtors covenant and agree not to bring, and upon the Effective Date shall be deemed to have waived and released, any Avoidance Action against any party except for the Eisenberg Parties and SBI Parties.

14. Retention of Causes of Action/Reservation of Rights. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Subject to section 8.2 of the Plan, the Reorganized Debtors reserve and shall retain all Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of

the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

15. Characterization of SBI Financing Agreement. The SBI Financing Agreement is found and determined to be a contract for the sale of the SBI Heat Treat Line Collateral to Boomerang on an installment basis, with reservation of a purchase-money security interest by SBI, and the SBI Heat Treat Line Collateral is property of the Debtors.

16. Treatment of SBI Heat Treat Line Collateral. Unless the Debtors and SBI agree otherwise prior to the Effective Date, on the Effective Date, the SBI Heat Treat Line Collateral shall be deemed abandoned, and the Debtors, SBI Lender, and SBI shall confer regarding a protocol for removing the SBI Heat Treat Line Collateral. If the parties cannot agree on a protocol within twenty-one (21) days after the Effective Date, the parties shall submit their proposed protocol, and any authority supporting their positions, to the Bankruptcy Court by March 16, 2016 for final disposition at the March 23, 2016 omnibus hearing date.

17. Satisfaction of SBI Lender Secured Claim and SBI Secured Claims; SBI Deficiency Claim. The SBI Lender Secured Claim (reflected by Proof of Claim number 153) and the portion of Proof of Claim number 93 (the claim reflected by such Proof of Claim, as may be amended, the “SBI Financing Agreement Claim”) attributable to the SBI Secured Claim shall be deemed satisfied on the Effective Date. To the extent that the SBI Financing Agreement Claim is Allowed in an amount in excess of \$9,750,000, such excess amount shall be treated as a General Unsecured Claim. The rights of the Debtors, Reorganized Debtors, and SBI to contest the allowance of the SBI Financing Agreement Claim, including any amendments thereto and objections to such amendments, are reserved and expressly preserved by this Order.

18. Continued Corporate Existence. Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the amended certificates of incorporation or formation and amended by-laws or operating agreements, as applicable, of the Reorganized Debtors, for the purposes of satisfying their obligations under the Plan and the continuation of their businesses. On or after the Effective Date, each Reorganized Debtor, in its sole and exclusive discretion, may take such action as permitted by applicable law and such Reorganized Debtor's organizational documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, but not limited to, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor, or its subsidiary and/or affiliate; (ii) a Reorganized Debtor to be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; or (iv) the closure of a Reorganized Debtor's case on the Effective Date or any time thereafter.

19. Approval of Post-Effective Date Credit Facilities. The Reorganized Debtors' entry into the Exit ABL Facility, Exit Term Facility, and Subordinated Notes Facility is approved, and the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents are approved. Subject to the occurrence of the Effective Date, all transactions contemplated by the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents, including, without limitation, the issuance of the Subordinated Notes, any supplemental or additional syndication of the Exit ABL Facility, Exit Term Facility, or Subordinated Notes Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for

therein, are hereby approved and the Reorganized Debtors are authorized to enter into and execute the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents and such other documents as may be required to effectuate the treatment afforded by each of the Exit ABL Facility, Exit Term Facility, and Subordinated Notes Facility, respectively.

20. On the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents, which shall become effective and enforceable in accordance with their respective terms and the Plan. Each of the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents, once executed, shall constitute a legal, valid, binding, and authorized obligation of the respective parties thereto, enforceable in accordance with their terms. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, or applicable non-bankruptcy law, pursuant to section 1123(a)(5) of the Bankruptcy Code, upon execution and delivery, but subject to the occurrence of the Effective Date, all of the Liens and security interests granted in accordance with the Exit ABL Facility Documents, Exit Term Facility Documents, and Subordinated Notes Facility Documents, respectively, (a) are approved, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the respective documents, (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the respective documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law, and this Confirmation Order shall be sufficient and conclusive

evidence of the priority, perfection, and validity of such Liens, pledges, and security interests without the need for any further action including, without limitation, the filing or recording of any financing statements or other documents that may otherwise be required under federal or state law in any jurisdiction. On and after the Effective Date, the relative Lien, payment, and enforcement priorities of (i) the Exit ABL Facility and the Exit Term Facility shall be governed by the terms of the Exit Intercreditor Agreement, and (ii) the Exit ABL Facility, the Exit Term Facility, and the Subordinated Notes Facility shall be governed by the terms of the Subordinated Notes Intercreditor Agreement.

21. Securities to be Issued Pursuant to the Plan. On the Effective Date, New Holdco shall issue or cause to be issued the New Holdco Common Stock for distribution in accordance with the terms of the Plan and the New Holdco Certificate of Incorporation, and New Opco shall issue the New Opco Common Units in accordance with the terms of the Plan and the New Opco LLC Agreement, without the need for any further corporate or shareholder action. Pursuant to section 1142(b) of the Bankruptcy Code and without further action by the Bankruptcy Court or by the shareholders, directors, members, or managers of any of New Holdco or the Reorganized Debtors, New Holdco and the Reorganized Debtors are authorized to perform all actions necessary, and to execute and deliver all documents, agreements, and instruments necessary or appropriate, to issue the New Holdco Common Stock and New Opco Common Units. The New Holdco Shareholders Agreement and the New Opco LLC Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with their respective terms, and each holder of New Holdco Common Stock and New Opco Common Units (as applicable) shall be bound thereby.

22. Exemption from Registration Requirements. The Bankruptcy Court finds and concludes that, in accordance with section 1145(a) of the Bankruptcy Code, the offering, issuance, and distribution of the New Holdco Common Stock and New Opco Common Units are authorized as of the Effective Date and are exempt from the provisions of Section 5 of the Securities Act, including the registration requirements of the Securities Act, and any other applicable federal law and any state or local law requiring registration for offer, issuance, distribution, or sale of a security or registration or licensing of an issuer, underwriter, broker, or dealer in a security. None of the Debtors is an underwriter within the meaning of section 1145(b) of the Bankruptcy Code. Pursuant to section 1145 of the Bankruptcy Code, New Holdco Common Stock and New Opco Common Units issued under the Plan will be freely transferable by the initial recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an “underwriter” in section 2(a)(11) of the Securities Act and compliance with applicable federal, state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the restrictions, if any, on the transferability of such Securities and instruments in the New Holdco Shareholders Agreement; and (c) any other applicable regulatory approval.

23. Exemption from Transfer Taxes. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan, including: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in New Holdco, the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security

interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or all of the Exit Term Facility, Exit ABL Facility, or Subordinated Notes Facility, as applicable; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment. Upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. The Debtors are hereby authorized to deliver a notice or short form of this Confirmation Order to any state recording officer to the effect that such officer must accept for filing such security interests without charging any stamp tax or other similar tax or fee within the scope of section 1146(a) of the Bankruptcy Code.

24. Cancellation of Existing Securities and Agreements. On the Effective Date, except to the extent otherwise provided herein or in the Plan, all notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be cancelled and the obligations of the Debtors or the Reorganized Debtors shall also be cancelled; provided, however, that notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect (a) solely for purposes of allowing holders of Allowed Claims to receive distributions under the Plan, (b) solely for purposes of allowing and preserving the rights of the Term Loan Agent and any Servicer, as applicable, to make distributions on account of Allowed Claims as provided herein, and (c) with respect to the rights of such holders and obligations that expressly survive the termination thereof. In addition, on the Effective Date, the ABL Facility Sponsor Guaranty shall be cancelled and the obligations of the ABL Facility Guarantor thereunder or in any way related thereto shall be released.

25. Plan Supplement Documents. The forms, terms, and provisions of each of the Plan Supplement Documents have been consented to as necessary by the Required Lenders, the Debtors, and (solely with respect to documentation related to the Ombudsman and GUC Consideration Escrow Account) the Creditors Committee, and are hereby approved. The Plan Supplement Documents shall be deemed incorporated into the Plan by reference and are a part of the Plan as if set forth in full therein. On or prior to the Effective Date, but subject to the occurrence of the Effective Date, the Debtors are hereby authorized to execute and deliver each of the Plan Supplement Documents, in substantially the respective forms included in the Plan Supplement, including such changes thereto as are consistent with the Plan and Plan Support Agreement, without the need for any further corporate or shareholder action. Each of the Plan



Supplement Documents, once executed, shall constitute a legal, valid binding and authorized obligation of the respective parties thereto, enforceable in accordance with its terms (except as enforceability may be limited by any bankruptcy or insolvency proceeding filed by any party thereto subsequent to the date of the execution of such document).

26. Designation of Directors Approved. On the Effective Date, the initial board of directors of each of New Holdco and each Reorganized Debtor shall consist of those individuals identified in the Plan Supplement, and such directors shall be deemed elected and authorized to serve as directors of New Holdco and each of the Reorganized Debtors pursuant to the terms of the applicable organizational documents of New Holdco or such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents. Such appointment and designation is hereby approved and ratified as being in the best interests of the Debtors and creditors and consistent with public policy, and such directors hereby are deemed elected and appointed to serve in their respective capacities as of the Effective Date without further action of the Bankruptcy Court, New Holdco, the Reorganized Debtors or their equity holders. The members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Debtors or the Reorganized Debtors on or after the Effective Date, and each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor on the Effective Date.

27. Designation or Continuation in Office of Officers Approved. The designation or continuation in office as officers of New Holdco and the Reorganized Debtors of each of the individuals identified in the Plan Supplement is hereby approved and ratified as being in the best interests of the Debtors and creditors and consistent with public policy. Such officers

hereby are deemed elected and appointed to serve in their respective capacities as of the Effective Date without further action of the Bankruptcy Court, New Holdco, or the Reorganized Debtors.

28. Designation of Ombudsman. Alvarez & Marsal North America, LLC, by and through Rich Newman, is designated as the Ombudsman, for the purposes and with the powers and responsibilities set forth in the Plan and Plan Supplement.

29. Distributions Under the Plan. All distributions under the Plan shall be made in accordance with the Plan and such methods of distribution are hereby approved.

30. Disputed Claims. The provisions of Articles VI and VII of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are hereby approved. From and after the Effective Date, subject to Section 7.5 of the Plan, the Reorganized Debtors shall be permitted to resolve, compromise, or settle the amount of any Claim asserted in these cases without the need for further Bankruptcy Court order.

31. Authorizations. Any action under the Plan or this Confirmation Order to be taken by, or required of, the Debtors or the Reorganized Debtors, including, without limitation, the adoption or amendment of certificates of incorporation, by-laws, limited liability company agreements or limited partnership agreements, the issuance of securities and instruments, or the selection of officers or directors, shall be authorized and approved in all respects, without any requirement of further action by any of the Debtors' or Reorganized Debtors' boards of directors or managers, as applicable, or security holders.

32. Governmental Approvals. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby directed and authorized to accept any and all

documents, mortgages, deeds of trust, security filings, financing statements, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any federal, state, commonwealth, local, foreign, or other governmental agency with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

33. Executory Contracts and Unexpired Leases.

- (i) General Treatment. As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure amount, all Executory Contracts and Unexpired Leases identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be assumed by the Reorganized Debtors (the “**Assumption Schedule**”), as may be amended prior to the Effective Date in accordance with Section 5.1 of the Plan, shall be deemed assumed; provided, however, that any Executory Contract or Unexpired Lease that was included on a notice of assumption pursuant to the Plan for which the deadline to object to assumption or the Cure amount set forth in the applicable notice has not passed, shall only be assumed upon the expiration of such objection deadline without any timely filed objection; provided, further, that to the extent any objection has been timely filed to the assumption of any contract included on the Assumption Schedule, the assumption of such Executory Contract or Unexpired Lease shall only occur as set forth in subpart (ii) of this Paragraph. Unless an Executory Contract or Unexpired Lease either (i) has previously been assumed or rejected pursuant to an order entered by the Bankruptcy Court prior to the Effective Date, (ii) is terminated or expires by its terms on or prior to the Effective Date, (iii) is the subject of a motion pending before the Bankruptcy Court as of the Effective Date seeking to assume or reject such Executory Contract or Unexpired Lease, or (iv) is listed on the Assumption Schedule, such Executory Contract or Unexpired Lease shall be deemed rejected. Subject to the occurrence of the Effective Date, this Confirmation Order shall constitute approval of the assumptions and rejections described in Section 5.1 of the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each of the Executory Contracts and Unexpired Leases assumed pursuant to Section 5.1 of the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the

Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

- (ii) Objections to assumption. If a party objects to the assumption of an Executory Contract or Unexpired Lease, or the associated Cure Amount, then such Executory Contract or Unexpired Lease shall only be assumed by the later of (i) the Reorganized Debtors and the objecting counter-party reaching a consensual resolution regarding the objection and the treatment of such Executory Contract or Unexpired Lease or (ii) ten (10) business days after the entry of a Final Order resolving such objection, during which period, the Reorganized Debtors may remove such Executory Contract or Unexpired Lease from the Assumption Schedule.
- (iii) Rejection Damages Claims. All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court no later than 30 days after entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection (the “**Rejection Damages Bar Date**”). **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claim were not timely filed as set forth in the immediately preceding sentence shall be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court.** All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be deemed General Unsecured Claims and classified as Class 6 against the appropriate Debtor.
- (iv) Cure Amounts. Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such Executory Contract or Unexpired Lease, any monetary defaults arising under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be deemed satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure identified in the Assumption Schedule (or set forth in such other order of the Bankruptcy Court authorizing the assumption of such Executory Contract or Unexpired Lease) in Cash on the Effective Date or as soon as practicable thereafter; provided that if there is any dispute as to the Cure amount, then payment of Cure shall occur as soon as practicable after entry of a Final Order resolving such dispute. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or

Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

- (v) Pre-Effective Date Amendments to Executory Contracts and Unexpired Leases. Prior to assuming any Executory Contract or Unexpired Lease as provided for herein and in the Plan, pursuant to section 363(b) of the Bankruptcy Code, the Debtors (i) are authorized, in their discretion, to enter into any amendments and modifications to such Executory Contracts and leases, and (ii) are authorized and empowered to take any and all steps and to perform such other and further actions as are necessary to carry out, effectuate, or otherwise enforce the terms, conditions and provisions of any such amendments and modifications, without further notice to or action, order, or approval of the Bankruptcy Court. To the extent that any amendment of an Executory Contract or Unexpired Lease necessitates, or the Debtors or Reorganized Debtors deem it advisable to obtain, entry of a separate order of the Bankruptcy Court approving such an amendment, the Debtors may submit an order under certification of counsel relying upon the authorization contained in this paragraph.
- (vi) Restrictions on Assignment Void. Any Executory Contract or Unexpired Lease assumed by the Debtors during the Chapter 11 Cases shall remain in full force and effect to the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including those of the type described in section 541(c)(1) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment, including based on any change of control provision. Any provision that prohibits, restricts, or conditions the assignment or transfer of any such Executory Contract or Unexpired Lease, terminates or modifies such Executory Contract or Unexpired Lease or allows the counterparty to such Executory Contract or Unexpired Lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition thereof on any such transfer or assignment (including on account of any change of control provision), constitutes an unenforceable anti-assignment provision and is void and of no force or effect.
- (vii) The Debtors shall retain their rights, subject to the consent of the Majority Term Loan Lenders, which consent shall not be unreasonably withheld or delayed, to amend, modify, or supplement the Assumption Schedule through the Effective Date.

34. Employee Matters. The Debtors, including their officers, directors, and employees, are authorized to take any and all actions necessary to implement Section 4.15 of the Plan, and any such actions shall be deemed appropriate and taken in good faith as necessary to give effect to Section 4.15 of the Plan, and neither the Debtors, their officers, directors, or employees, shall have any responsibility or liability to any person or entity arising from any such actions.

35. Approval of Discharge, Injunctions, Releases, and Exculpation and Limitation of Liability Set Forth In the Plan. In light of all of the circumstances and the record in these Chapter 11 Cases, including, without limitation, the evidence proffered or adduced at or in connection with the Combined Hearing, the Confirmation Memorandum, and the Nystrom Declaration, each of the discharge, injunction, release, and exculpation and limitation of liability provisions set forth in Article VIII of the Plan are hereby approved as being: (i) within the jurisdiction of the Bankruptcy Court to approve under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (ii) an essential means of implementing the Plan pursuant to section 1123(b) of the Bankruptcy Code; (iii) an integral element of the transactions embodied by and incorporated in the Plan; (iv) in exchange for the good and valuable consideration provided by the Released Parties; (v) a good faith settlement and compromise of the Claims released by the Debtor Release and Third-Party Releases and exculpated by the Exculpation; (vi) in the best interests of the Debtors and all holders of Claims and Interests; (vii) fair, equitable, and reasonable; (viii) given and made after due notice and opportunity for hearing; and (ix) consistent with sections 105, 363, 1123, and 1129 of the Bankruptcy Code, Bankruptcy Rule 9019, and all other applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

36. Discharge of Claims and Termination of Interests. **Except as otherwise provided for in the Plan and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all holders of Claims and Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.**

37. Releases by the Debtors. **Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including: (1) the settlement, release, and compromise of debt, Causes of Action, Claims, and Interests, (2) the services of the Debtors' present and former officers, directors, managers, and advisors in facilitating the implementation of the restructuring contemplated in the Plan, and (3) the good faith negotiation of, and participation in, the restructuring contemplated in the Plan, each of the**

Debtors, the Reorganized Debtors, and the Estates conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release and shall be deemed to have provided a full discharge and release to each Released Party (and each such Released Party so released shall be deemed fully released and discharged by the Debtors, the Reorganized Debtors, and the Estates) and their respective property from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, Avoidance Actions (other than Avoidance Actions against the Eisenberg Parties and SBI Parties), remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of the Debtors and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity, or otherwise, that the Debtors, the Reorganized 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 Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, 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 Management Agreement, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the



Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; provided, however, that the foregoing “Debtor Release” shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages, remedies, Causes of Action, and liabilities in respect of any Released Party solely to the extent arising under the Plan or any agreements entered into pursuant to the Plan.

38. Releases by Holders of Claims and Interests. Notwithstanding anything contained in the Plan to the contrary (except as set forth in Section 8.8 of the Plan), on the Confirmation Date and effective as of immediately following the occurrence of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, Avoidance Actions (other than Avoidance Actions against the Eisenberg Parties and SBI Parties), remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or 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 Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released

Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, 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 prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; provided, however, that the foregoing “Third-Party Release” shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages, remedies, Causes of Action, and liabilities in respect of any Released Party, solely to the extent (1) arising under any agreements entered into pursuant to the Plan, (2) with respect to Claims by Professionals related to Professionals’ final fee applications or accrued Professional compensation claims in the Chapter 11 Cases, or (3) arising under (i) any Indemnification Provision or (ii) any indemnification provision contained in the Management Agreement.

39. Exculpation. Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have, nor incur any liability to any Entity for any postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Plan Support Agreement, the Disclosure Statement, the Plan Supplement, the New Holdco Governance Documents, the New Opco Governance Documents, the Exit Term Facility Documents, the Exit ABL Facility Documents, the Subordinated Notes Facility Documents, the Transaction, the issuance,

distribution, and/or sale of any shares of New Holdco Common Stock, the New Opco Common Units, or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; provided, however, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; provided, further, that the foregoing “Exculpation” shall have no effect on the liability of any Entity solely to the extent resulting from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for acts or omissions occurring after the Confirmation Date.

40. Injunction. Except as otherwise provided in the Plan or for obligations issued pursuant to the Plan, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.2 or Section 8.3 of the Plan, discharged pursuant to Section 8.1 of the Plan, or are subject to exculpation pursuant to Section 8.4 of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such

Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff (except where timely preserved under Section 6.5 of the Plan) or subrogation of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

41. Continuation of the Automatic Stay. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

42. Bar Date for Administrative Claims. The holder of an Administrative Claim, must file with the Bankruptcy Court and serve on the Reorganized Debtors and their counsel, the Claims Agent, and the U.S. Trustee proof of such Administrative Claim within thirty (30) calendar days after the Effective Date (the “**Administrative Bar Date**”); provided that the following holders shall not be required to file an Administrative Claim by the Administrative Bar Date: (i) a DIP Facility Claim; (ii) a Professional Claim, which is subject to the next paragraph;

(iii) Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (iv) a Claim entitled to priority under section 503(b)(9) of the Bankruptcy Code (which claims, for the avoidance of doubt, shall remain subject to the Bar Date previously established by the Court for such claims); (v) an Administrative Claim that has been Allowed on or before the Effective Date; (vi) an Administrative Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; and (vii) an Administrative Claim based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, including for fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; *provided, however*, that any requests for payment and allowance of an Administrative Claim for severance obligations and post-employment benefits or obligations must be filed as provided for herein by the Administrative Bar Date. Such proof of Administrative Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Claim and if the Administrative Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim; and (v) supporting documentation for the Administrative Claim. **Failure to file and serve such proof of Administrative Claim timely and properly shall result in the Administrative Claim being forever barred and discharged without the need for further action, order or approval of or notice to the Bankruptcy Court.**

43. Professional Claims. All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed no later than thirty (30) days after the Effective Date (the “**Professional Claim Bar Date**”). Objections to such Professional Claims, if any, must be filed and served within twenty-one (21) days of the filing and service of such application, but in no event later than fourteen (14) calendar days after the Professional Claim Bar Date, unless a later date is established by the Bankruptcy Court. Payment of Professional Claims shall be subject to the provisions set forth in Section 2.3 of the Plan.

44. Professional Fee Escrow Account. Professionals shall deliver to the Debtors their estimates for purposes of the Reorganized Debtors computing the Professional Fee Escrow Amount no later than five (5) Business Days prior to the anticipated Effective Date. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The Debtors shall fund the Professional Fee Escrow Account on the Effective Date with the Professional Fee Payment Amount less all amounts previously paid to the applicable Professionals prior to the Effective Date. No funds in the Professional Fee Escrow Account shall be property of the Estates or the Reorganized Debtors nor shall they be subject to any Lien. Any funds remaining in the Professional Fee Escrow Account after all Allowed Professional Claims have been paid will be turned over to New Opco.

45. Payment of U.S. Trustee Fees. The Debtors and Reorganized Debtors, as applicable, shall pay all fees payable pursuant to 28 U.S.C. § 1930(a) as set forth in Section 12.2 of the Plan.

46. No Post-Effective Date Amendment to Claims; Late-Filed Claims. From and after (i) the Effective Date and (ii) December 7, 2015, solely for Claims asserted or held by

Governmental Units, no Claim may be filed to increase or assert additional claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on the applicable Debtor's schedules of assets and liabilities filed in the Chapter 11 Cases) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim. Any Claims filed after the Bar Date, the Administrative Bar Date, or the Rejection Damages Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further notice to or action, order, or approval of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received Bankruptcy Court authority to do so.

47. Dissolution of Creditors Committee. The Creditors Committee shall be automatically dissolved on the Effective Date.

48. Termination of Professionals. On the Effective Date, the engagement of each Professional retained by the Debtors and the Creditors Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, that such Professionals shall be entitled to prosecute their respective Professional Claims and represent their respective constituents with respect to applications for payment of Professional Claims. Nothing herein shall preclude any Reorganized Debtor from engaging a Professional on and after the Effective Date in the same capacity as such Professional was engaged prior to the Effective Date. Nothing herein shall preclude the Ombudsman from engaging a Professional that was previously engaged by the Reorganized Debtors or Creditors Committee.

49. No Change in Ownership or Control. Consummation of the Plan is not intended to and shall not constitute a change in ownership or control, as defined in any employment or other agreement or plan in effect on the Effective Date to which a Debtor is a party.

50. Future Plan Modifications. The Debtors, with the consent of the Required Lenders, or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, to remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein.

51. Effect of Non-Occurrence of Conditions to Consummation. If prior to Consummation, the Confirmation Order is vacated pursuant to a Final Order, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, and nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of any Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity.

52. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to written notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken 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, the Plan, all documents relating to the Plan and any amendments or modifications to the foregoing.

53. Retention of Jurisdiction. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to the Chapter 11 Cases for, among other things, the purposes set forth in Article XI of the Plan.

54. Resolution of Objections.

- (i) United States EPA. Nothing in the Confirmation Order or the Plan discharges, releases, resolves, exculpates, precludes, or enjoins: (i) any environmental liability to any Environmental Governmental Unit that is not a claim, as defined in section 101(5) of the Bankruptcy Code; (ii) any environmental claim of any Environmental Governmental Unit arising on or after the Effective Date; (iii) any environmental liability to any Environmental Governmental Unit on the part of any entity as the owner or operator of property after the Effective Date; (iv) any liability to the United States on the part of any person or entity other than the Debtor or Reorganized Debtor; or (v) any valid right of recoupment of the United States. For purposes of this paragraph, “**Environmental Governmental Unit**” means the United States; any State, Commonwealth or District in the United States; and any department, agency, or instrumentality of the United States; any State, Commonwealth or District in the United States charged with enforcing environmental laws.
- (ii) Certain Tax Authority. Any lien held by any of Cypress-Fairbanks Independent School District, Harris County, Chambers County Tax Office, Sheldon Independent School District, Crosby Independent School District, Parkway Utility District, and Channelview Independent School District (each a “**Taxing Authority**”) pursuant to Article VIII, Section 15 of the Texas Constitution, and Sections 32.01 and Section 32.05(b) of the Texas Property Tax Code, that secures an Allowed Claim against any Debtor shall be retained by the applicable Taxing Authority until such Allowed Claim is satisfied in full. It is not necessary that any Taxing Authority file administrative expense claims or requests for payment in order for 2016 taxes to be deemed an allowed administrative expense.

The administrative expense taxes are not discharged by entry of the confirmation order and liens for 2016 taxes shall be retained until such time as all taxes, and any accrued penalties and interest, are paid. If any provision of the Bankruptcy Code requires the payment of interest on an Allowed Claim or Administrative Claim of a Taxing Authority, or the payment of interest to enable a Taxing Authority to receive the present value of the allowed amount of an Allowed Claim, the rate of interest shall be determined in accordance with section 511 of the Bankruptcy Code.

55. Notice of Confirmation and Effective Date and Related Deadlines. On or before three (3) business days after the occurrence of the Effective Date (the “**Notice of Confirmation and Effective Date Service Deadline**”), the Reorganized Debtors shall mail, or cause to be mailed, to the U.S. Trustee, all parties that, as of the date thereof, have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and all of the Debtors’ known potential creditors and the Debtors’ Interest holders a notice, substantially in the form attached hereto as Exhibit B (the “**Notice of Confirmation and Effective Date**”), that informs such parties of (i) the entry of this Confirmation Order, (ii) the occurrence of the Effective Date, (iii) the occurrence of the various bar dates established in the Plan and this Confirmation Order, including, without limitation, the Administrative Bar Date, the Professional Claim Bar Date, and the Rejection Damages Bar Date, and (iv) such other matters as the Reorganized Debtors deem appropriate; provided, however, that such notice need not be given or served under or pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or this Confirmation Order to any Person to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked “undeliverable as addressed,” “moved-left no forwarding address,” “forwarding order expired,” or any similar reason unless prior to the Notice of Confirmation and Effective Date Service Deadline the Debtors or the Reorganized Debtors have been informed in writing by such Person of that Person’s new mailing address. The Notice of Confirmation and Effective Date described herein is adequate and appropriate under the particular circumstances of the

confirmation of the Plan, the entry of this Confirmation Order, the occurrence of the Effective Date, and the various bar dates established in the Plan and this Confirmation Order, including, without limitation, the Administrative Bar Date, the Professional Claim Bar Date, and the Rejection Damages Bar Date, and no other or further notice is necessary or required pursuant to Bankruptcy Rules 3020(c) and 2002(f) or any other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules.

56. References to Plan Provisions. The terms of the Plan are an integral part of this Confirmation Order and are incorporated herein by reference. The failure specifically to include or reference any particular provision of the Plan in this Confirmation Order shall not in any manner whatsoever affect, diminish, or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that entry of this Confirmation Order constitutes approval and confirmation of the Plan in its entirety.

57. Confirmation Order Controlling. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence. The provisions of this Confirmation Order are integrated with each other and are non-severable and mutually dependent.

58. Separate Confirmation Order. This Confirmation Order shall be a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case.

59. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1102 and 1127 of the Bankruptcy Code.

60. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, and the Plan Supplement Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

61. Headings. The headings contained within this Confirmation Order are used for the convenience of the parties and shall not alter or affect the meaning of the text of this Confirmation Order.

62. Immediately Effective Order. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 (and notwithstanding any other applicable provision of the Bankruptcy Code or the Bankruptcy Rules to the contrary), this Confirmation Order shall be effective and enforceable immediately upon entry.

Dated: January \_\_, 2016  
Wilmington, Delaware

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Mary F. Walrath  
United States Bankruptcy Judge

**EXHIBIT A**

**Plan**

**EXHIBIT B**

**Notice of Confirmation and Effective Date**

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited liability  
company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

Docket Nos. 766, \_\_

**NOTICE OF (A) ENTRY OF ORDER CONFIRMING DEBTORS' SECOND  
AMENDED JOINT CHAPTER 11 PLAN; (B) OCCURRENCE OF  
EFFECTIVE DATE THEREUNDER; AND (C) RELATED DEADLINES**

TO: (I) THE U.S. TRUSTEE; (II) ALL PARTIES THAT, AS OF THE FILING OF THIS NOTICE, HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO BANKRUPTCY RULE 2002; AND (III) ALL KNOWN CREDITORS AND INTEREST HOLDERS

**PLEASE TAKE NOTICE** that on January [ ], 2016 (the “**Confirmation Date**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered its *Findings of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming Debtors' Second Amended Joint Chapter 11 Plan* [Docket No. \_\_] (the “**Confirmation Order**”). Unless otherwise defined in this Notice, capitalized terms used herein shall have the meanings ascribed to them in the *Debtors' Second Amended Joint Chapter 11 Plan*, dated December 29, 2015 (as confirmed and with all exhibits thereto and as may be amended, modified, or supplemented from time to time, the “**Plan**,” a copy of which is attached to the Confirmation Order as Exhibit A).

**PLEASE TAKE FURTHER NOTICE** that pursuant to section 1141(a) of the Bankruptcy Code, the provisions of the Plan and the Confirmation Order shall bind (i) the Debtors and their estates, (ii) the Reorganized Debtors, (iii) all holders of Claims against and Interests in the Debtors that arose before or were filed as of the Effective Date, whether or not impaired under the Plan and whether or not, if impaired, such holders accepted the Plan or received or retained any property under the Plan, and (iv) each person acquiring property under the Plan.

**PLEASE TAKE FURTHER NOTICE** that the Effective Date of the Plan was [\_\_\_\_\_, 2016].

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors' corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

**PLEASE TAKE FURTHER NOTICE** that any party in interest wishing to obtain a copy of the Confirmation Order may obtain such copy: (i) at <http://donlinrecano.com/bt/> or (ii) by contacting Michelle Smith, Paralegal, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801; (302) 571-6600; msmith@ycst.com. Copies of the Confirmation Order may also be reviewed during regular business hours at the Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801, or may be obtained at the Bankruptcy Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such site.

#### **Administrative Bar Date**

**PLEASE TAKE FURTHER NOTICE** that the holder of an Administrative Expense Claim must file with the Bankruptcy Court and serve on the Reorganized Debtors and their counsel, the Claims Agent, and the U.S. Trustee proof of such Administrative Expense Claim **no later than [ ] , 2016** (the "**Administrative Bar Date**"). Notwithstanding the foregoing, holders of the following claims are not required to assert such claims by the Administrative Bar Date: (i) DIP Facility Claims; (ii) Professional Claims, which are subject to the Professional Claim Bar Date (defined below); (iii) Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (iv) Claims entitled to priority under section 503(b)(9) of the Bankruptcy Code (which claims, for the avoidance of doubt, shall remain subject to the Bar Date previously established by the Court for such claims); (v) Administrative Claims that have been Allowed on or before the Effective Date; (vi) Administrative Claims of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) that are not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (vii) Administrative Claims based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, including, without limitation fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court, provided, however, that any requests for payment and allowance of an Administrative Claim for severance obligations and post-employment benefits or obligations are subject to, and must be filed by, the Administrative Bar Date.

**PLEASE TAKE FURTHER NOTICE** that such proof of Administrative Claim must include at a minimum: (i) the name of the applicable Debtor that is purported to be liable for the Administrative Claim and if the Administrative Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (ii) the name of the holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim; and (v) supporting documentation for the Administrative Claim.

**PLEASE TAKE FURTHER NOTICE** that failure to file and serve such proof of Administrative Claim timely and properly shall result in the Administrative Claim being forever barred and discharged without the need for further action, order or approval or notice to the Bankruptcy Court.

#### **Professional Claim Bar Date**

**PLEASE TAKE FURTHER NOTICE** that any Professional seeking allowance by the Bankruptcy Court of a Professional Claim shall file its respective final application for allowance



of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date **no later than** [\_\_\_\_], 2016 (the “**Professional Claim Bar Date**”). Objections to such Professional Claims, if any, must be filed and served within twenty-one (21) calendar days of the filing of the final fee application, but in no event later than [\_\_\_\_], 2016, unless a later date is established by the Bankruptcy Court.

### **Rejection Damages Bar Date**

**PLEASE TAKE FURTHER NOTICE** that in the event that the rejection of an Executory Contract or Unexpired Lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a **proof of claim is filed with the Bankruptcy Court and served upon the Reorganized Debtors and their counsel on or before the date that is thirty (30) days after the effective date of such rejection** (which may be the Effective Date or such other date established pursuant to an order of the Bankruptcy Court).

**PLEASE TAKE FURTHER NOTICE** that any Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claim were not timely filed as set forth in the immediately preceding sentence shall be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be deemed General Unsecured Claims and classified as Class 6 against the appropriate Debtor.

Dated: Wilmington, Delaware  
[\_\_\_\_], 2016

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

\_\_\_\_\_  
Robert S. Brady (No. 2847)  
Sean M. Beach (No. 4070)  
Margaret Whiteman Greecher (No. 4652)  
Ryan M. Bartley (No. 4985)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

*Counsel for the Reorganized Debtors*