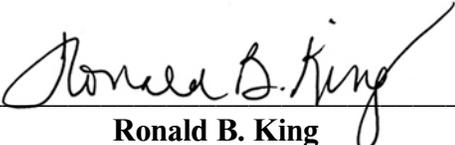




The relief described hereinbelow is SO ORDERED.

Signed July 26, 2016.



Ronald B. King
Chief United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

IN RE: §
§ **CASE NO. 15-70104**
§ **CASE NO. 15-70105**
§
AMERICAN STANDARD ENERGY, § **Chapter 11**
CORP., et al., §
§ **(JOINTLY ADMINISTERED UNDER**
Jointly Administered Debtors. § **CASE NUMBER 15-70104)**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING
THE DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION**

American Standard Energy, Corp., Nevada Corp. ("ASEN") and American Standard Energy Corp., a Delaware Corp. ("ASEC" and together with ASEN, the "Debtors"), having:

- a. commenced on August 3, 2015 (the "Petition Date"), these chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");
- b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

- c. filed on March 17, 2016 the *Debtors' Disclosure Statement for Joint Plan of Reorganization* [Docket No. 229] and filed on March 22, 2016 the *Debtors' Joint Plan of Reorganization* [Docket No. 236];
- d. filed on April 7, 2016 the *Notice of Filing of Blacklined Pages of Debtors' Amended Disclosure Statement for Joint Plan of Reorganization and Blacklined Pages of Debtors' Amended Joint Plan of Reorganization* [Docket No. 249];
- e. filed on May 9, 2016 the *Debtors' Second Amended Disclosure Statement for Joint Plan of Reorganization* [Docket No. 268] (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") and *Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 269] (as may be amended, modified, or supplemented from time to time, the "Plan");¹
- f. obtained approval of the Disclosure Statement on May 10, 2016 [Docket No. 274] (the "Disclosure Statement Order");
- g. caused, beginning on May 10, 2016 (the "Solicitation Date"), solicitation materials and notice of the deadline for objecting to confirmation of the Plan to be distributed consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Disclosure Statement Order, as evidenced by, among other things, the *Affidavit of Service Solicitation Materials* filed by Prime Clerk LLC on May 23, 2016 [Docket No. 284] (the "Solicitation Affidavit");
- h. filed on May 10, 2016, notice of the Confirmation Hearing (the "Confirmation Hearing Notice") [Docket No. 271];
- i. filed on June 10, 2016, the *Notice of Filing of Revised Exhibit E* to the Disclosure Statement [Docket No. 310] and the *Notice of Filing Plan Supplement Related to Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 312] (the "First Plan Supplement");
- j. filed on June 17, 2016, the *Notice of Filing of Second Plan Supplement Related to Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 323] (the "Second Plan Supplement");
- k. filed on June 23, 2016 the *Declaration of James Daloia of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 336], the *Declaration of J. Steven Person in Support of Confirmation of the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 340] (the "Person Declaration"), and the *Notice of Filing of Third Plan Supplement Related to Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 342] (the "Third Plan Supplement");

¹ All capitalized terms used and not otherwise defined in this Confirmation Order shall have the meanings ascribed to them in the Plan.

- l. caused to be filed on June 23, 2016, the *Declaration of Francis J. Strezo in Support of Confirmation of the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 341] (the "Strezo Declaration");
- m. filed on June 24, 2016 the *Debtors' Memorandum of Law in Support of Confirmation of the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 343] (the "Confirmation Brief") and the *Notice of Filing of Blackline of Technical and Agreed Modifications to Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 344];
- n. filed on June 27, 2016 the *Declaration of James Daloia of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 349] (the "Voting Declaration"); and
- o. filed on July 12, 2016 the *Notice of Filing of Fourth Plan Supplement Related to Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 365] (together with the First Plan Supplement, the Second Plan Supplement, and the Third Plan Supplement, the "Plan Supplement").

And this Bankruptcy Court having:

- a. set June 27, 2016 at 10:30 a.m., July 14, 2016 at 9:00 a.m., and July 15, 2016 at 9:00 a.m. as the dates and times for the Confirmation Hearing;
- b. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Person Declaration, the Strezo Declaration, the Voting Declaration, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;
- c. held the Confirmation Hearing;
- d. heard the statements, arguments, and objections made by counsel in respect of Confirmation;
- e. considered all oral representations, testimony, documents, filings, and other evidence regarding Confirmation;
- f. overruled any and all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- g. taken judicial notice of all papers and pleadings filed in these Chapter 11 Cases and all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of these Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing including, but not limited to, the Castellano Declaration, establish just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law and order:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings and Conclusions. The findings and conclusions set forth in this Confirmation Order and in the record of the Confirmation Hearing constitute this Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

B. Exclusive Jurisdiction; Venue; Core Proceeding. The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this Bankruptcy Court is proper under 28 U.S.C. §§ 1408 and 1409. This matter constitutes a core proceeding under 28 U.S.C. § 157(b)(2)(A), (L), (N) and (O) and this Bankruptcy Court has

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

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, including, without limitation, all pleadings and other documents filed, all orders entered, and evidence and arguments made, proffered, and adduced at the hearings held before the Bankruptcy Court during the pendency of these Chapter 11 Cases.

D. Retention of Jurisdiction. The Bankruptcy Court finds and concludes that the Bankruptcy Court's retention of jurisdiction as set forth in Article XI of the Plan is consistent with 28 U.S.C. §§ 157 and 1334.

Notice, Solicitation and Acceptance

E. Adequate Notice of Confirmation Hearing. In accordance with Bankruptcy Rules 2002, 3019 and 9019 and the Disclosure Statement Order, (a) proper, timely and adequate notice of the time for filing objections to the Plan was provided, and (b) proper, timely and adequate notice of the Confirmation Hearing was provided to all holders of Claims and Interests. No other or further notice of the Confirmation Hearing is necessary or required.

F. Adequate Information. Solicitation of acceptances of the Plan was conducted after disclosure of "adequate information" as defined in Bankruptcy Code § 1125(a) and in accordance with the Disclosure Statement Order.

G. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Debtors have solicited acceptances of the Plan in good faith and in compliance with the Bankruptcy Code. The Disclosure Statement, the Plan, the Ballots, the Disclosure Statement Order, and the notice of the Confirmation Hearing were transmitted and served in compliance with the Disclosure Statement

Order, the Bankruptcy Rules, and the Local Rules for the United States Bankruptcy Court for the Western District of Texas (the “Local Rules”). Such transmittal and service were adequate and sufficient and no other or further notice shall be required. The Debtors and each of their agents, directors, officers, employees, attorneys, and other professionals are deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the solicitation of the Plan, and, therefore, are not and shall not, on account of such issuance or solicitation, be liable at any time for the violation of any law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the distribution or dissemination of any information contained in the Plan, the Disclosure Statement, and any and all related documents. The Debtors have complied with the Disclosure Statement Order in all respects.

H. Voting. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order.

I. Plan Supplement. All materials contained in the Plan Supplement comply with the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws and regulations, and no other or further notice is or shall be required.

J. Bankruptcy Rule 3016(a). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the proponents of the Plan.

Compliance with Bankruptcy Code 1129

K. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). In accordance with Bankruptcy Code § 1129(a)(1), the Plan complies with the applicable provisions of the Bankruptcy Code:

(a) Compliance with 11 U.S.C. §§ 1122, 1123(a). In accordance with Bankruptcy Code §§ 1122(a) and 1123(a), the Plan, in addition to Administrative Expense Claims, Priority Tax Claims, and Fee Claims, which need not be classified, classifies eighteen Classes of Claims and Interests for the Debtors. The Claims and Interests allocated to each Class are substantially similar to other Claims and Interests, as applicable, in each such Class, and such Classes do not unfairly discriminate among holders of Claims and Interests. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interest under the Plan.

(i) Specified Unimpaired Classes — 11 U.S.C. § 1123(a)(2). Article V of the Plan specifies that Class 1 (Priority Non-Tax Claims) and Class 15 (Other Secured Claims), Class 2 (Other Secured Claims) are unimpaired under the Plan, thereby satisfying Bankruptcy Code § 1123(a)(2).

(ii) Specified Treatment of Impaired Classes — 11 U.S.C. § 1123(a)(3). Article VI of the Plan designates Class 2 (Prepetition Lender Secured Claims), Class 3 (Allowed COG Claim), Class 4 (Allowed Continental Claim), Class 5 (Allowed Hess Claim), Class 6 (Allowed Hunt Claim), Class 7 (Allowed Marathon Claim), Class 8 (Allowed Mountain Divide Claim), Class 9 (Allowed North Plains Claim), Class 10 (Allowed Oasis Claim), Class 11 (Allowed Petro-Hunt Claim), Class 12 (Allowed Statoil Claim), Class 13 (Allowed Whiting Claim), Class 14 (XOG Claim), Class 16 (Unsecured Claims), Class 17 (Interests), and Class 18 (Intercompany Claims) as impaired, and Article VI of the Plan also specifies the treatment of Claims in such Classes, thereby satisfying Bankruptcy Code § 1123(a)(3).

(iii) No Discrimination — 11 U.S.C. § 1123(a)(4). The Plan provides the same treatment for each Claim or Interest of a particular Class, unless the holder of a particular Claim or Interest agreed to less favorable treatment of its respective Claim or Interest, thereby satisfying Bankruptcy Code § 1123(a)(4).

(iv) Implementation of the Plan — 11 U.S.C. § 1123(a)(5). The Plan and the various documents and agreements referred to therein or set forth in the Plan Supplement provide adequate and proper means for the Plan's implementation, including, without limitation, (a) disclosing the terms of the Restructuring Transaction, including vesting the Debtors' property in the Reorganized Debtors, issuing New Common Stock, and making appropriate Distributions (Plan Art. VII); (b) procedures for the Rights Offering (Plan Art. IV; Plan Supplement Exs. I–L); (d) the issuance of the New ASEN Promissory Note and the cancellation of the Debtors' indebtedness on account of the Prepetition Lender Secured Claims (Plan, § 6.1); (e) the retention of certain causes of action by the Reorganized Debtors (Plan, § 8.2); and (h) assumption and rejection of executory contracts (Plan, Art. IX), thereby satisfying Bankruptcy Code § 1123(a)(5).

(v) Nonvoting Equity Securities — 11 U.S.C. § 1123(a)(6). Section 7.2 of the Plan provides that the Amended and Restated Certificates of Incorporation for each of the Reorganized Debtors shall prohibit the issuance of non-voting stock to the extent required by section 1123(a)(6) and Exhibit D (Amended and Restated Certificate of Incorporation of ASEC) and Exhibit E (Amended and Restated Certificate of Incorporation of ASEN) of the Plan

Supplement prohibit the issuance of non-voting stock, thereby satisfying Bankruptcy Code § 1123(a)(6).

(vi) Selection of Officers and Directors — 11 U.S.C. § 1123(a)(7). As set forth in Exhibit D (Amended and Restated Certificate of Incorporation of ASEC), Exhibit E (Amended and Restated Certificate of Incorporation of ASEN), and Exhibit J (Stockholders' Agreement) of the Plan Supplement a four person Board of Directors will oversee the Reorganized Debtors in the post-Effective Date period with two members appointed by Pentwater and the remaining two members being independent directors, thereby satisfying Bankruptcy Code § 1123(a)(7).

(b) Compliance with 11 U.S.C. § 1123(b). As permitted by Bankruptcy Code § 1123(b), the Plan: (a) impairs the rights of the holders of Classes of Claims and Interests; (b) provides procedures for the assumption or rejection of executory contracts and unexpired leases pursuant to Bankruptcy Code § 365(b); (c) provides for the settlement or adjustment of Claims or Interests belonging to the Debtors or their Estates; (d) incorporates procedures for resolving disputed, contingent and unliquidated Claims; (e) contains procedures for making distributions to Allowed Claims; (f); provides for the Bankruptcy Court's retention of jurisdiction; and (g) includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

L. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). In accordance with Bankruptcy Code § 1129(a)(2), the Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code § 1129(a)(2).

Specifically:

(a) The Debtors are proper debtors under Bankruptcy Code § 109;

(b) The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Court; and

(c) The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order in transmitting the Plan, the Disclosure Statement, the Ballots and all related documents and notices, and in soliciting and tabulating votes on the Plan.

M. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). In accordance with Bankruptcy Code § 1129(a)(3), the Debtors have proposed the Plan in good faith and not by any means forbidden by law, and the Debtors have acted, and are presently acting, in good faith in conjunction with all aspects of the Plan. All transactions contemplated by the Plan were

negotiated and consummated at arms' length, without collusion, and in good faith and represent the culmination of months of extensive negotiations and discussions among the Debtors, their creditor constituencies and other parties in interest. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the facts and records of these Chapter 11 Cases and the totality of the circumstances surrounding the formulation of the Plan and the solicitation of the Plan, the Disclosure Statement and the hearing thereon and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Debtors filed these Chapter 11 Cases and proposed the Plan with legitimate and honest purposes including, among other things, to effectuate a restructuring of their balance sheet and to move forward as a going concern.

N. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). In accordance with Bankruptcy Code § 1129(a)(4), all payments made or to be made by the Debtors or by a Person acquiring property under the Plan, for services or for costs and expenses in, or in connection with, these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable, unless otherwise ordered by the Bankruptcy Court. The Court retains jurisdiction to hear and determine all applications for Professional fees and Professional Fee Claims incurred on or before the Effective Date.

O. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have disclosed the selection process of the initial members of the board of directors of Reorganized Debtors, to the extent such information is available, and the appointment to, or continuance in, such offices of such persons is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. Upon and following the Effective Date, the board

of managers of Reorganized Debtors shall be comprised of the individuals set forth on Exhibit A to the Plan Supplement and such additional directors as may be designated consistent with the terms of the Plan. After the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided in the ASEC Amended and Restated Certificate of Incorporation (Plan Supplement, Exhibit D), ASEN Amended and Restated Certificate of Incorporation (Plan Supplement, Exhibit E), and Stockholders' Agreement (Plan Supplement, Exhibit J). J. Steven Person is the only insider who will be employed or retained by the Reorganized Debtors after the Effective Date and his compensation will be on terms substantially similar to the terms in effect prior to the Effective Date.

P. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate change that requires regulatory approval. Thus, Bankruptcy Code § 1129(a)(6) is not applicable to this Case.

Q. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). In accordance with Bankruptcy Code § 1129(a)(7), with respect to Impaired Classes of Claims or Interests, each holder of a Claim or Interest has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

R. Acceptance or Rejection of Certain Classes (11 U.S.C. § 1129(a)(8)). In accordance with Bankruptcy Code § 1129(a)(8), the Bankruptcy Court finds and concludes that: (1) Class 1 (Priority Non-Tax Claims) and Class 15 (Other Secured Claims) are Unimpaired under the Plan, and pursuant to Bankruptcy Code § 1126(f), are conclusively presumed to have accepted the Plan; (2) Class 2 (Prepetition Lender Secured Claims), Class 3 (Allowed COG

Claim), Class 4 (Allowed Continental Claim), Class 5 (Allowed Hess Claim), Class 6 (Allowed Hunt Claim), Class 7 (Allowed Marathon Claim), Class 8 (Allowed Mountain Divide Claim), Class 9 (Allowed North Plains Claim), Class 10 (Allowed Oasis Claim), Class 11 (Allowed Petro-Hunt Claim), Class 12 (Allowed Statoil Claim), Class 13 (Allowed Whiting Claim), and Class 18 (Intercompany Claims) are Impaired Classes that have accepted the Plan or are deemed to accept the Plan in accordance with Bankruptcy Code § 1126(c) and (d); (3) Class 17 (Interests) is an Impaired Class that is deemed to have rejected the Plan; and (4) Class 14 (XOG Claim) and Class 16 (Unsecured Claims) have rejected the Plan. Although Bankruptcy Code § 1129(a)(8) has not been satisfied with respect to Class 14 (XOG Claim), Class 16 (Unsecured Claims), and Class 17 (Interests), the Plan is nevertheless confirmable because the Plan satisfies Bankruptcy Code § 1129(b) with respect to such Classes.

S. Treatment of Administrative and Priority Claims (11 U.S.C. § 1129(a)(9)). The Bankruptcy Court finds and concludes that the Plan's treatment of Administrative Claims, Priority Tax Claims, and Fee Claims pursuant to Article V of the Plan, satisfies the requirements set forth in Bankruptcy Code § 1129(a)(9)(A), (C), and (D) of the Bankruptcy Code, as applicable. As set forth on the record at the Confirmation Hearing, Pentwater can and will ensure that the Debtors have sufficient funds to pay Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims and Allowed Other Secured Claims.

T. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). In accordance with Bankruptcy Code § 1129(a)(10), the Bankruptcy Court finds and concludes that Class 2 (Prepetition Lender Secured Claims), Class 3 (Allowed COG Claim), Class 4 (Allowed Continental Claim), Class 5 (Allowed Hess Claim), Class 6 (Allowed Hunt Claim), Class 7

(Allowed Marathon Claim), Class 8 (Allowed Mountain Divide Claim), Class 9 (Allowed North Plains Claim), Class 10 (Allowed Oasis Claim), Class 11 (Allowed Petro-Hunt Claim), Class 12 (Allowed Statoil Claim), Class 13 (Allowed Whiting Claim), and Class 18 (Intercompany Claims) voted to accept the Plan by the requisite majorities or were deemed to have accepted the Plan, determined without including acceptances of the Plan by any insider. Accordingly, the requirements of Bankruptcy Code § 1129(a)(10) have been satisfied.

U. Feasibility (11 U.S.C. § 1129(a)(11)). The Disclosure Statement and the other evidence proffered or adduced at the Confirmation Hearing with respect to feasibility is persuasive and credible, has not been controverted by other evidence, and establishes that the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able to meet their financial obligations in the ordinary course and 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, thereby satisfying the requirements of Bankruptcy Code § 1129(a)(11).

V. Payment of Statutory Fees (11 U.S.C. § 1129(a)(12)). In accordance with Bankruptcy Code § 1129(a)(12), the Bankruptcy Court finds and concludes that, to the extent that fees payable to the United States Trustee under 28 U.S.C. § 1930 have not been paid, the Plan provides for the payment of all such fees on the Effective Date and thereafter as may be required.

W. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Section 11.5 of the Plan provides for the continuation after the Effective Date of payment of all “retiree benefits,” as defined in Bankruptcy Code § 1114, in accordance with Bankruptcy Code § 1129(a)(13).

X. Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required to pay any domestic support obligations. Thus, Bankruptcy Code § 1129(a)(14) is not applicable.

Y. Individual Cases Subject to Objection by Unsecured Creditor (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals. Thus, Bankruptcy Code § 1129(a)(15) is not applicable.

Z. Transfers of Property Pursuant to Non-Bankruptcy law (11 U.S.C. § 1129(a)(16)). The Debtors are moneyed businesses or commercial corporations. Thus, Bankruptcy Code § 1129(a)(16) is not applicable.

AA. Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Class 14 (XOG Claim) and Class 16 (Unsecured Claims) have voted to reject the Plan. Class 17 (Interests) is deemed to have rejected the Plan. Based on the Disclosure Statement and the evidence adduced or presented at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to Classes 14, 16, and 17 as required by Bankruptcy Code § 1129(b). Upon Confirmation of the Plan and the occurrence of the Effective Date, the Plan shall be binding upon the holders of Claims in Classes 14 and 16 and holders of Interests in Class 17.

BB. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these Chapter 11 Cases, and accordingly, Bankruptcy Code § 1129(c) is inapplicable to these Chapter 11 Cases.

CC. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The Bankruptcy Court finds and concludes that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and there has been no objection filed by any governmental unit asserting such avoidance.

DD. Small Business Case (11 U.S.C. § 1129(e)). These Chapter 11 Cases are not a “small business case” as that term is defined in the Bankruptcy Code, and, accordingly, Bankruptcy Code § 1129(e) is inapplicable.

EE. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Debtors, and their respective officers, directors, managers, employees, advisors, attorneys, consultants, agents, professionals, representatives, or any of their successors or assigns have acted in “good faith” within the meaning of Bankruptcy Code § 1125(e) in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order in connection with all their respective activities relating to the solicitation of acceptances or rejections of the Plan and their participation in the activities described in Bankruptcy Code § 1125 and are entitled to the protections afforded by Bankruptcy Code § 1125(e) and the exculpation provisions set forth in Section 12.06 of the Plan.

FF. Based on the foregoing, the Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code § 1129.

Modifications to the Plan

GG. The Bankruptcy Court finds and concludes that all modifications made to the Plan after solicitation of votes on the Plan had commenced, as reflected in this Confirmation Order, as set forth on the record at the Confirmation Hearing, or as reflected in the Plan, satisfy the requirements of Bankruptcy Code § 1127(a) and Bankruptcy Rule 3019, are not material or do not adversely affect the treatment and rights of the holders of any Claims or Interests under the Plan who have not otherwise accepted such modifications. Accordingly, the Debtors have satisfied Bankruptcy Code § 1127(c) and Bankruptcy Rule 3019 with respect to the Plan, as

modified; and holders of Claims or Interests that have accepted or rejected the Plan (or are deemed to have accepted or rejected the Plan) are deemed to have accepted or rejected, as the case may be, the Plan as modified on the date of this Confirmation Order, pursuant to Bankruptcy Code § 1127(d) and Bankruptcy Rule 3019.

Transactions Pursuant to the Plan

HH. Bankruptcy Rule 9019 Settlements. Pursuant to Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Impaired Claims against and Interests in the Debtors. Such compromises and settlements are made in exchange for consideration and are in the best interests of the holders of Impaired Claims and Interests, are within the range of possible litigation outcomes, are fair, equitable, reasonable, and are integral elements of the restructuring and resolution of these Chapter 11 Cases in accordance with the Plan. The settlements provided in the Plan are approved and shall be implemented pursuant to the Plan.

II. Releases, Exculpation and Injunction. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunctions or stays, injunctions against interference with the Plan, releases and exculpations set forth in the Plan, including but not limited to those set forth in Article VIII of the Plan.

JJ. Plan Provisions Valid and Binding. The Bankruptcy Court finds and concludes that, upon entry of this Confirmation Order, each term and provision of the Plan is valid, binding, and enforceable pursuant to its terms.

KK. Plan Documents Valid and Binding. The Bankruptcy Court finds and concludes that any and all documents necessary to implement the Plan, including those contained in the

Plan Supplement, have been negotiated in good faith and at arms' length, and shall be, upon completion of documentation and execution, valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

LL. Executory Contracts and Unexpired Leases. The Debtors have exercised their reasonable business judgment in determining whether to assume or reject executory contracts and unexpired leases pursuant to Section 9.1 of the Plan. Each assumption of an executory contract or unexpired lease pursuant to Section 9.1 of the Plan shall be legal, valid and binding, all to the same extent as if such assumption had been effectuated pursuant to an order of the Bankruptcy Court under Bankruptcy Code § 365 entered before entry of this Confirmation Order. Moreover, the Debtors shall cure, or provide adequate assurances that the Reorganized Debtors will cure, defaults (if any) under or relating to each of the executory contracts and unexpired leases that are being assumed by the Reorganized Debtors pursuant to the Plan.

MM. Good Faith. The Debtors, Reorganized Debtors, Pentwater, and the Prepetition Agent, and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (1) Consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (2) take the actions authorized and directed by this Confirmation Order.

NN. Conditions Precedent to Confirmation Date. Entry of this Confirmation Order shall satisfy the applicable conditions to the Confirmation Date, as set forth in Section 10.1 of the Plan.

OO. Conditions Precedent to Effective Date. The conditions precedent to the Effective Date set forth in Section 10.2 of the Plan may be waived by the Debtors without notice or order of the Bankruptcy Court.

PP. Objections. All parties have had a full and fair opportunity to litigate all issues raised, or which might have been raised, in the objections to the Plan and the objection have been fully and fairly litigated.

QQ. Compliance with Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016, the Bankruptcy Court finds and concludes that the Plan and Disclosure Statement adequately describe in specific and conspicuous language all acts to be enjoined and identify the Persons that will be subject to the injunction.

RR. Retention of Jurisdiction. The Bankruptcy Court may, and upon the Effective Date shall, retain exclusive jurisdiction over all matters arising out of, and related to these Chapter 11 Cases, including the matters set forth in Article XI of the Plan and Bankruptcy Code § 1142.

Miscellaneous Provisions

SS. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

TT. The Bankruptcy Court finds that Confirmation of the Plan is in the best interests of the Debtors, their Estates, holders of Claims and Interests, and all other parties in interest.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Notice of the Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

2. Solicitation. The solicitation of votes on the Plan was done in good faith, complied with the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and applicable non-bankruptcy law. The Debtors and each of their respective directors, officers, employees, agents, advisors, professionals, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

3. Ballots. The forms of Ballots are in compliance with Bankruptcy Rule 3018(c) and Local Rule.

4. Confirmation. The Plan and Plan Supplement, both as attached to this Confirmation Order, and each of its provisions, as modified pursuant to Bankruptcy Code § 1127, IS HEREBY APPROVED AND CONFIRMED under Bankruptcy Code § 1129. The

terms of the Plan and Plan Supplement, each as may be modified, are incorporated by reference into, and are an integral part of, the Plan and this Confirmation Order. The Plan complies with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules relating to and regarding confirmation.

5. Modifications to the Plan. The modifications to the Plan constitute technical changes and do not materially adversely affect or change the treatment of any Claims or Interests. Accordingly, pursuant to Bankruptcy Rule 3019 and in accordance with the Disclosure Statement Order, such modifications do not require additional disclosure under Bankruptcy Code § 1125 or re-solicitation of votes under Bankruptcy Code § 1126, nor do they require that holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Holders of Claims who voted to accept the solicitation version of the Plan are deemed to accept the Plan as modified. Prior to the Effective Date, the Debtors may make additional appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court.

6. Plan Supplement. The documents contained in the Plan Supplement (including (1) Schedule 9.1 – Schedule of Rejected Contracts; (2) Schedule 9.3 – Cure Schedule; (3) Exhibit A – Schedule of Proposed Officers and Directors of the Reorganized Debtors; (4) Exhibit B – Schedule of Preserved Causes of Action; (5) Exhibit C – Schedule of Interest Holders (as of June 6, 2016); (6) Exhibit D – Amended and Restated Certificate of Incorporation of ASEC; (7) Exhibit E - Amended and Restated Certificate of Incorporation of ASEN; (8) Exhibit F – Accounting of loans entered into pursuant to the Prepetition Credit Agreement; (9) Exhibit G – ASEN Certificate of Company Resolutions, dated as of June 9, 2016; (10) Exhibit H – ASEC Certificate of Company Resolutions, dated as of June 9, 2016; (11) Exhibit J – Stockholders’

Agreement; (12) Exhibit K – Rights Offering Procedures; and (13) Exhibit L – Subscription Form; (14) Exhibit M – New ASEN Promissory Note; (15) ASEC Guaranty of New ASEN Promissory Note; and (16) Exhibit O – Security Agreement) and any amendments, modifications and supplements thereto, and the execution, delivery and performance thereof by the Debtors, are authorized and approved.

7. Objections. All objections that have not been withdrawn, waived or settled, and all reservations of rights pertaining to Confirmation of the Plan included therein, are overruled on the merits for the reasons set forth herein and stated on the record of the Confirmation Hearing.

8. Binding Effect. The Plan, its provisions and this Confirmation Order shall be, and hereby are, binding upon and inure to the benefit of the Debtors, and all present and former holders of Claims against or Interests in the Debtors, together with their 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, as applicable, have accepted the Plan.

9. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

10. Continued Existence and Vesting of Property. Except as otherwise provided in the Plan or this Confirmation Order, upon the Effective Date, (a) the Debtors shall continue to exist with all the powers of a corporation under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law, and (b) all property of the Debtors wherever situated, shall vest in the Reorganized Debtors. The

Reorganized Debtors may operate the Debtors' businesses, incur debt and other obligations in the ordinary course of business, and may otherwise use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Bankruptcy Court. After the Effective Date, all property retained by the Reorganized Debtors pursuant hereto shall be free and clear, except for (i) as is contemplated by or provided in the Plan or this Confirmation Order; and (ii) the obligation to perform according to the Plan and this Confirmation Order.

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

12. Implementation of the Plan. The Debtors and Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on

terms consistent with the terms of the Plan; (c) the filing of appropriate certificates of incorporation, merger, or consolidation with the appropriate governmental authorities pursuant to applicable law; and (d) all other actions that the Debtors or Reorganized Debtors determine are necessary or appropriate.

13. Authorization and Issuance of Plan Securities. The Debtors and Reorganized Debtors, as applicable, are authorized to issue all plan-related securities and documents, including, without limitation, the New Common Stock without the need for any further corporate action and all of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid and non-assessable.

14. Exemption from Registration. The New Common Stock shall be exempt from registration under any federal (including the Securities Act), state or local law, rule or regulation pursuant to Bankruptcy Code § 1145 or other applicable law requiring registration before the offering, issuance, distribution or sale of securities.

15. Rights Offering. Entry of this Confirmation Order shall be deemed to constitute approval of the Rights Offering (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith).

16. Corporate Authority. The Debtors and Reorganized Debtors have conclusive corporate authority to undertake any and all acts and actions required to implement, or contemplated by, the Plan, including the specific acts or actions or documents or instruments identified in Section 7.2 of the Plan, and no board or shareholder vote shall be required with respect thereto.

17. Compromise of Controversies and Settlement of Claims and Interests. Pursuant to Bankruptcy Code §§ 363 and 1123(b)(3) and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order constitutes this Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Code §§ 363 and 1123(b)(3) and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, prior to the Effective Date, the Debtors and, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors or Reorganized Debtors.

18. Plan Distributions. The provisions of Article VII of the Plan, including, without limitation, the provisions governing distributions, are fair and reasonable and are approved. The Distribution Agent shall make distributions pursuant to the procedures established by Article VII of the Plan.

19. Cancellation of Existing Securities and Agreements. Pursuant to Section 6.15 of the Plan, Interests, including all options and warrants, if any, to purchase Interests or any other equity or other equity securities issued by ASEC before the Petition Date, shall be deemed

canceled as of the Effective Date. Such cancellation shall include any rights or interests of any non-Debtor Person arising under or related to any Series B Stock or the Exchange Agreement.

20. Issuance of New Common Stock. New ASEC is authorized to issue or cause to be issued the New Common Stock in accordance with the terms of the Plan and the Plan Supplement, without the need for any further corporate or member action. All of the New Common Stock issuable under the Plan, when so issued, shall be duly authorized, validly issued, fully paid, and non-assessable and deemed not to have been issued in violation of any preemptive rights, rights of first refusal, or similar rights or any applicable law.

21. Officers of the Reorganized Debtors. As set forth in Exhibit D (Amended and Restated Certificate of Incorporation of ASEC), Exhibit E (Amended and Restated Certificate of Incorporation of ASEN), and Exhibit J (Stockholders' Agreement) of the Plan Supplement, a four person Board of Directors will oversee the Reorganized Debtors in the post-Effective Date period with two members appointed by Pentwater and the remaining two members being independent directors. In Exhibit A of the Plan Supplement, the Debtors have disclosed two of the four proposed post-Effective Date officers and directors of the Reorganized Debtors. The remaining two directors shall be selected as soon as is practicable.

22. Other Transactions. In the discretion of the Debtors or the Reorganized Debtors, as applicable, whether prior to or after the Effective Date, the Debtors or Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, including, without limitation: the execution and delivery of all appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation

containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law, including, without limitation: (a) the New ASEN Promissory Note; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) rejection or assumption, as applicable, of executory contracts and unexpired leases; (d) the filing and/or execution of appropriate certificates or articles of incorporation or organization, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable state law; (e) the issuance of the New Common Stock; and (f) all other actions that are necessary or appropriate, including making filings or recordings that may be required by applicable law.

23. Cancellation of Liens. Upon the occurrence of the Effective Date, and except as otherwise provided in the Plan (including if an Allowed Other Secured Claim has not been discharged, paid or satisfied in full as required under the Plan), any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of the Debtors (including any Cash Collateral) held by such holder and to take such actions as may be requested by the Debtors or Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be required by the Debtors or Reorganized Debtors. This provision shall not apply to any primary liens which may be held by any Operators whose operating agreements have been shown to have been recorded prior to those of the Pre-Petition Lender or its predecessor-in-interest.

24. Exemption from Certain Transfer Taxes. Pursuant to Bankruptcy Code § 1146, (a) the issuance, transfer, or exchange of any securities, instruments or documents (including the New Common Stock) and (b) the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, this Confirmation Order, any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer or sale of any personal property of the Debtors pursuant to, in implementation of or as contemplated by the Plan (whether to the Reorganized Debtors or otherwise), shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each official for any county, city or governmental unit in which any instrument under the Plan is to be recorded shall, pursuant to this Confirmation Order, be ordered and directed to accept such interests without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, intangible tax or similar tax.

25. Assumption/Rejection of Executory Contracts and Unexpired Leases. Pursuant to Article IX of the Plan, all of the Debtors' executory contracts and unexpired leases not expressly rejected are deemed to be assumed pursuant to the Plan. The executory contracts and unexpired leases included on Schedule 9.1 – Schedule of Rejected Contracts to the Plan Supplement are deemed rejected as of the Effective Date as set forth in Article IX of the Plan.

26. Payments Related to Assumption of Contracts and Leases. Schedule 9.3 – Schedule of Cure Amounts to the Plan Supplement sets forth the Cure Amounts owed by the Debtors related to any executory contract and unexpired lease to be assumed pursuant to the

Plan. No objections by any counterparties to any executory contracts or unexpired leases being assumed by the Debtors were filed within 15 days of the filing of the Cure Schedule as required by the Plan. Accordingly, such counterparties are forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of \$0.00) and from asserting any Claim against the Debtors or Reorganized Debtors under Bankruptcy Code § 365(b)(1), except as set forth on the Cure Schedule.

27. Claims Based on Rejection of Executory Contracts. Unless otherwise provided by a Bankruptcy Court order, any Proof of Claim asserting a Claim arising from the rejection of an executory contract or unexpired lease pursuant to the Plan or otherwise must be filed no later than thirty (30) days after this Confirmation Order is entered granting the rejection. Any Proof of Claim arising from the rejection of an executory contract or unexpired lease that is not timely filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against the Debtors or Reorganized Debtors without the need for any objection by any Person or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of executory contracts or unexpired leases shall be included in Class 16 (Unsecured Claims) and shall be treated in accordance with the Plan.

28. Disputed, Contingent and Unliquidated Claims. Any Disputed, contingent or unliquidated Claim shall be resolved in accordance with the procedures set forth in Article VIII of the Plan. As soon as practicable, but no later than the Claims Objection Deadline, the Debtors, and after the Effective Date, the Reorganized Debtors, shall have the exclusive authority to file

and prosecute objections to Claims and requests for estimation of Claims. The Debtors, and after the Effective Date, the Reorganized Debtors, shall have the exclusive authority to settle, compromise or otherwise resolve or withdraw any objections to any Disputed Claim without approval of the Bankruptcy Court. All of the objection, estimation and resolution procedures contained in Article VIII of the Plan are cumulative and are not necessarily exclusive of one another.

29. Automatic Reduction of Claims. Notwithstanding the contents of the Schedules of Assets and Liabilities and Statements of Financial Affairs, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors before the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules of Assets and Liabilities and Statements of Financial Affairs, such Schedules of Assets and Liabilities and Statements of Financial Affairs will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court before the Effective Date.

30. Automatic Disallowance of Late Proofs of Claim. All Proofs of Claim that were filed after the applicable Bar Date will automatically be treated as Disallowed without the need for any further order of the Bankruptcy Court.

31. Bar Date for Administrative Claims. All Administrative Claims shall be filed no later than thirty (30) days after the Effective Date (the "Administrative Claims Bar Date"). The Reorganized Debtors shall have one hundred twenty (120) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to

review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

32. Fee Claims. All final requests for compensation or reimbursement of Professional fees pursuant to Bankruptcy Code §§ 327, 328, 330, 331, 363, 503(b) or 1103 or (the "Fee Claims") for services rendered by the Professionals prior to the Effective Date (other than substantial contribution claims under Bankruptcy Code § 503(b)(4)) must be filed with the Bankruptcy Court and served on the Reorganized Debtors and their counsel no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court (the "Fee Application Deadline"). Objections to applications of such Professionals must be filed with the Bankruptcy Court and served on the Debtors and the Reorganized Debtors and their counsel and the requesting Professional no later than sixty-five (65) days after the Effective Date or twenty (20) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application for compensation or reimbursement was filed.

33. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid by the Debtors or Reorganized Debtors, as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or a final decree is issued, whichever occurs first. The Reorganized Debtors shall continue to file quarterly-post confirmation operating reports in accordance with the United States Trustee's Region 7 *Guidelines for Chapter 11 Cases* within thirty (30) days after the conclusion of each such quarterly period. Any such reports may be made on a consolidated basis.

34. Discharge. With the exception of those claims which XOG asserts may exist in connection with the filing of various lis pendens by the Debtors, the discharge, injunction, and release provisions of Section 8.1 of the Plan are binding and approved.

35. Injunction, Release and Exculpation. The injunction, release, and exculpation provisions of the Plan are binding and approved, as modified by the revisions made to those provisions in consultation with the Office of the United States Trustee.

36. No Waiver of Preserved Causes of Action. Notwithstanding anything to the contrary contained in Article VIII of the Plan, the releases set forth therein shall not, and shall not be deemed to, limit, abridge or otherwise affect the rights of the Debtor or the Reorganized Debtors to enforce, sue on, settle or compromise the rights, claims and other matters expressly retained by the Debtors and the Reorganized Debtors pursuant to the Plan or this Confirmation Order.

37. Survival of Debtors' Indemnification Obligations. Except with respect to the Preserved Causes of Action, any obligations of the Debtors pursuant to their operating agreements, certificates of incorporation, by-laws or preconfirmation agreements, or applicable statutes, to indemnify current officers, directors, agents or employees that were employed or otherwise retained by the Debtors on or before the Effective Date with respect to all present and future actions, suits, and proceedings against the Debtors or Reorganized Debtors or such directors, officers, agents and/or employees, based upon any act or omission for or on behalf of the Debtors shall not be discharged or impaired by Confirmation of the Plan provided that neither the Debtors nor Reorganized Debtors shall indemnify directors of the Debtors for any Claims or Causes of Action arising out of or relating to any act or omission that is a criminal act or constitutes intentional fraud. All such obligations shall be deemed and treated as executory

contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors unless any such obligation is specifically rejected by order of the Bankruptcy Court. Notwithstanding the foregoing or any other provision of the Plan or this Confirmation Order, the Reorganized Debtors shall not be obligated to indemnify any party against whom a Preserved Cause of Action has been or may be asserted.

38. Discharge of Claims and Termination of Interests. With the exception of those claims which XOG asserts may exist in connection with the filing of various lis pendens by the Debtors and except as otherwise provided in the Plan, 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 Bankruptcy Code §§ 502(g), 502(h) or 502(i); and (d) all entities shall be precluded from asserting against the Debtors, Reorganized Debtors, their Estates, successors, assigns, and their assets and properties, any other claims or interests based upon any document, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

39. Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays arising under or entered into during these Chapter 11 Cases under Bankruptcy Code §§ 105 or 363, or otherwise, and in existence on the Confirmation Date, shall remain in full force and

effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

40. Setoffs. Except for any Claim that is Allowed in an amount set forth in the Plan, the Debtors or the Reorganized Debtors may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and claims of every type and nature whatsoever that the Debtors may have against the holder of any such Claim. If the Debtors do not setoff their claims, no waiver or release by the Debtors of any such claims shall be deemed to have occurred, and all such claims shall be reserved for and retained by the Reorganized Debtors.

41. Recoupment. Except as provided in the Plan and/or this Confirmation Order, any holder of a Claim or Interest shall not be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

42. Preserved Causes of Action/Reservation of Rights. Except as otherwise provided in the Plan or the Plan Supplement, the Reorganized Debtors shall retain all Preserved Causes of the Debtors, including, but not limited to, those provided in the Plan Supplement. Nothing contained in the Plan or this Confirmation Order shall be deemed a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense of any Debtor that is not specifically waived or relinquished by the Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert, all such Claims, Causes of Action, rights of setoff, and

other legal or equitable defenses that any Debtor had immediately before the Effective Date as fully as if these Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim that are not specifically waived or relinquished by the Plan may be asserted after the Effective Date to the same extent as if these Chapter 11 Cases had not been commenced. No Person may rely on the absence of a specific reference in the Plan or Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against such Person. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, subject to the terms of the Plan and this Confirmation Order. From and after the Effective Date, 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 Cause of Action and to decline to do any of the foregoing without further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors shall be deemed representatives of the Estates for the purpose of prosecuting any Claim or Cause of Action and any objection to Claims pursuant to Bankruptcy Code § 1123(b)(3)(B).

43. Plan Modifications and Clarifications. The Plan, as originally filed and distributed for solicitation, was modified by certain non-material changes, none of which adversely affected the treatment and rights of the holders of any Claim or Interest under the Plan.

44. Retention of Jurisdiction. The Court shall, and hereby does, retain jurisdiction of these Chapter 11 Cases for all of the purposes set forth in Article XI of the Plan and for the purposes provided in Bankruptcy Code §§ 1127(b) and 1142 and Bankruptcy Rule 3020(d).

45. Governmental Approvals Not Required. Except as set forth in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to (i) the implementation or Consummation of the Plan and (ii) any related documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, any related documents, instruments or agreements related thereto, and any amendments or modifications to any of the foregoing.

46. Order Effective and Enforceable Immediately. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d) and 7062, this Confirmation Order shall be effective and enforceable immediately upon entry. Pursuant to Bankruptcy Code § 1141 and the other applicable provisions of the Bankruptcy Code, on or after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan (including all documents and agreements executed pursuant thereto and in connection therewith), the Plan Supplement, and this Confirmation Order shall be immediately effective and enforceable and shall bind the Debtors, all holders of Claims or Interests of the Debtors (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring or receiving property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any other party in interest in the Chapter 11 Case, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. On the Effective Date, all settlements, compromises and releases, waivers, discharges, exculpations and injunctions set forth in the Plan shall be effective and binding on Persons who may have had standing to assert any settled, compromised, released, waived, discharged, exculpated or

enjoined Causes of Action after the Effective Date. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately upon, or concurrently with, satisfaction of the conditions set forth in the Plan.

47. Substantial Consummation. The Plan shall be deemed to be substantially consummated on the Effective Date.

48. Notice of this Confirmation Order and Effective Date. On or before fourteen (14) Business Days after the entry of this Confirmation Order, pursuant to Bankruptcy Rules 2002(0)(7), 2002(k) and 3020(e), the Debtors shall give notice of entry of this Confirmation Order (the "Notice of Confirmation") by delivering such Notice of Confirmation to all creditors and interest holders, the U.S. Trustee and other parties in interest by electronic mail if addresses are available or otherwise by first-class mail, postage prepaid. The Debtors shall also post the Notice of Confirmation on the website maintained by the Claims Agent at <https://cases.primeclerk.com/americanstandard/>. Such notice is adequate under the circumstances and no other or further notice is necessary. Within five (5) Business Days after the Effective Date, the Debtors shall file on the docket of the Bankruptcy Court a *Notice of Effective Date* stating that (i) all conditions to the occurrence of the Effective Date have been satisfied or waived; (ii) the Effective Date has occurred and specifying the date thereof for all purposes under the Plan; and (iii) setting forth the name, address and telephone number for the Reorganized Debtors; *provided, however*, that failure to file such notice shall not affect the effectiveness of the Plan or the rights and substantive obligations of any Person hereunder.

49. Notice of Subsequent Pleadings. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date shall be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the

United States Trustee; (c) counsel for Pentwater; (e) any party known to be directly affected by the relief sought therein; and (f) any party that specifically requests additional notice in writing to the Debtors or the Reorganized Debtors, as applicable.

50. Order as Recording Instrument. Notice of entry of this Confirmation Order (i) shall have the effect of an order of the Court, (ii) shall constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and (iii) shall be a recordable instrument notwithstanding any contrary provision of nonbankruptcy law. The Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

51. Authorized to Consummate. The Debtors are authorized to consummate the Plan at any time after entry of this Confirmation Order subject to the satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Section 10.1 of the Plan.

52. Non-Occurrence of Effective Date and Failure to Consummate the Plan. Pursuant to section 10.4 of the Plan, if the Plan fails to be confirmed or become effective, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims) unless otherwise agreed to by the Debtors and any counterparty to such settlement or compromise, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Person; (ii) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors; or (iii) constitute an admission of any sort by the Debtors or any other Person.

Resolutions

53. Tax Claims of Reagan County, Texas. Notwithstanding any other provisions contained herein, Reagan County, Texas (“Regan County”) is the holder of a pre-petition claim for ad valorem property taxes for the 2014-2015 tax years, as well as an administrative expense claim for the 2016 ad valorem taxes. The Reorganized Debtors shall pay the 2016 taxes timely pursuant to applicable non-bankruptcy law. It is not necessary that Reagan County file an administrative expense claim or request for payment in order for these 2016 taxes to be deemed an allowed administrative expense. The administrative expense taxes are not discharged by entry of the confirmation order. The Reorganized Debtors shall pay Reagan County pre-petition claim in full within 120 days of the Effective Date, unless an objection to the claim has been filed before that date. This payment shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate of 1% per month pursuant to 11 U.S.C. §§ 506(b), 511, and 1129. Reagan County shall retain its liens for pre- and post-petition taxes with the same validity, extent and priority until all taxes and related interest, penalties, and fees (if any) have been paid in full. In the event of a default under the plan, the County shall send notice of default to counsel for the Debtor/Reorganized Debtor via facsimile or electronic mail, and the Debtor shall have 15 days from the date of such notice to cure said default. In the event of failure to cure the default timely, Reagan County shall be entitled to pursue collection of all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court. Failure to pay any post-petition ad valorem taxes prior to their becoming delinquent under Texas law shall constitute an event of default under the Plan.

54. Objection of Globex. For the avoidance of doubt, the Kerbaugh 31X-04 and accompanying leases as defined in the *Limited Objection and Reservation of Rights of the Globex Oil and Gas Corporation to the Debtors' Second Amended Plan of Reorganization* [Docket No. 345] are not property of the Debtors' estates, and will not be included as collateral for the New ASEN Promissory Note. Such well and leases were assigned to Globex Oil and Gas Corporation ("Globex") pursuant to that certain Assignment of Oil and Gas Lease and Bill of Sale, dated effective October 31, 2012, and recorded at Instrument #752552 in the records of Williams County, North Dakota.

55. Releases. Notwithstanding anything contained in section 8.4(d) of the Plan, references to "Creditor's Committee (if any) and all holders of Claims or Interests" are void and deleted.

56. Lis Pendens Claims. Any and all claims, rights, and/or causes of action held by XOG, Geronimo Holding Corporation and/or Randall Capps, to the extent such claims, rights and/or causes of action actually exist, arising out of the notices of lis pendens filed in any real property records by the Debtors in connection with Plaintiffs' *Second Amended Complaint* in Adversary Proceeding No. 15-07008 (the "Lis Pendens Claims") shall not be discharged by confirmation of the Plan. Furthermore, the Administrative Claims Bar Date shall not be applicable to the Lis Pendens Claims, such that XOG, Geronimo Holding Corporation and/or Randall Capps are not required to file a pleading seeking allowance of an Administrative Claim for the Lis Pendens Claims on or before the Administrative Claims Bar Date.

57. Notwithstanding anything contained in this Confirmation Order, the terms of the Stipulation and Agreements by and between Randall Capps, XOG Operating, LLC, Geronimo Holding Corporation, American Standard Energy Corp., A Nevada Corporation, American

Standard Energy Corp., A Delaware Corporation, Pentwater Equity Opportunities Master Fund Ltd. And PWCM Master Fund Ltd. Related to Debtors' Second Amended Joint Plan of Reorganization [Docket No. 370] (the "XOG Stipulation") are binding on the Reorganized Debtors. To the extent any inconsistency between the provisions of the Plan, this Confirmation Order and the XOG Stipulation exists, the terms and provisions contained in the Stipulation Order shall govern.

58. Notwithstanding anything contained in the Plan or the Confirmation Order, the third party claims, counterclaims, and cross-claims held by XOG, Geronimo Holding Corporation and/or Randall Capps against the current and former officers and directors of the Debtor shall not be expunged, waived, released, settled, discharged or limited in any way by confirmation of the Plan or entry of the Confirmation Order.

Miscellaneous

59. Order Nonseverable. The provisions of this Confirmation Order are nonseverable and mutually dependent. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted is (i) valid and enforceable pursuant to its terms and (ii) integral to the Plan and may not be deleted or modified without the consent of the Debtors or Reorganized Debtors, as the case may be.

60. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date, pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or holders of equity interests of the Debtors or

Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members or holders of equity interests.

61. Conflicts between Confirmation Order and Plan. To the extent any inconsistency between the provisions of the Plan and this Confirmation Order exists, the terms and provisions contained in this Confirmation Order shall govern.

62. Captions and Headings. Captions and headings herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the interpretation of, this Confirmation Order.

63. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof, shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of each such agreement shall control).

64. Final Order. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

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Submitted by:

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UNITED STATES BANKRUPTCY COURT
Western District of Texas

Bankruptcy Case No.: 15-70104-rbk

Chapter No.: 11

Judge: Ronald B. King

**IN RE: American Standard Energy, Corp., A
Nevada Corp. , Debtor(s)**

NOTICE OF ORDER CONFIRMING PLAN

Notice is hereby given of entry of the following order of this Court on 7/26/16

383 Findings of Fact, Conclusions of Law, And Order Confirming Chapter 11 Plan, (related document(s): 269
Second Amended Joint Chapter 11 Plan filed by Bernard R. Given II for Debtor American Standard Energy,
269 Corp., A Nevada Corp.. (Given, Bernard) Modified on 5/10/2016 (Esquivel, Maria). Related document(s) 236
Chapter 11 Plan filed by Debtor American Standard Energy, Corp., A Nevada Corp., 249 Notice of Filing of
Blacklined Pages filed by Debtor American Standard Energy, Corp., A Nevada Corp.. Modified on 5/10/2016
) Application for Final Decree due by 1/23/2017 (Order entered on 7/26/2016) (Esquivel, Maria)

Dated: 7/26/16

Yvette M. Taylor
Clerk, U. S. Bankruptcy Court