

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re
BLITZ U.S.A., Inc., *et al.*,¹

Debtors.

Chapter 11
Case No. 11-13603 (PJW)
Jointly Administered

NOTICE OF ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION PROCEDURES, FORMS OF BALLOTS, AND MANNER OF NOTICE; (III) ESTIMATING EACH BLITZ PERSONAL INJURY TRUST CLAIM AT \$1.00 SOLELY FOR VOTING PURPOSES; (IV) DEADLINE FOR CASTING VOTES TO ACCEPT OR REJECT THE PLAN; (V) HEARING TO CONSIDER CONFIRMATION OF THE PLAN AND (VI) RELATED MATTERS

TO ALL PARTIES IN INTEREST IN THE ABOVE-REFERENCED CHAPTER 11 CASES OF BLITZ U.S.A., INC. AND ITS AFFILIATED DEBTORS (COLLECTIVELY, THE “DEBTORS”) PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** By order dated December 19, 2013 (the “Disclosure Statement Order”), the United States Bankruptcy Court for the District of Delaware approved the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ First Amended Joint Plan of Liquidation*, dated December 18, 2013 [Docket No. 2000] (as it may be amended, modified or supplemented from time to time, the “Disclosure Statement”) filed by the Debtors and the Official Committee of Unsecured Creditors (the “Committee,” together with Debtors, the “Plan Proponents”). The Disclosure Statement Order approves solicitation procedures for the solicitation and tabulation of votes (the “Solicitation Procedures”) to accept or reject the *Debtors’ and Official Committee of Unsecured Creditors’ First Amended Joint Plan of Liquidation*, dated December 18, 2013 [Docket No. 2000] (as it may be amended, modified or supplemented from time to time, the “Plan”).²

2. **Solicitation Procedures.** The Solicitation Procedures (i) contain special balloting instructions and tabulation procedures, and (ii) solely for the purposes of voting to accept or reject the Plan, and not for any other purpose, estimate each Blitz Personal Injury Trust Claim at a fixed value of \$1.00, regardless of whether such Claim has been scheduled by the Debtors as undisputed, noncontingent or liquidated. **CREDITORS, ESPECIALLY HOLDERS OF**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: LAM 2011 Holdings (8742); Blitz Acquisition Holdings, Inc. (8825); Blitz Acquisition, LLC (8979); Blitz RE Holdings, LLC (9071); Blitz U.S.A., Inc. (8104); and MiamiOK LLC (2604). The location of the Debtors’ corporate headquarters and the Debtors’ service address is 309 North Main Street, Miami, OK 74354.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.



BLITZ PERSONAL INJURY TRUST CLAIMS AND THEIR COUNSEL, SHOULD REVIEW THE SOLICITATION PROCEDURES CAREFULLY.

3. **Confirmation Hearing.** A hearing will commence before the Honorable Peter J. Walsh, United States Bankruptcy Judge, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on **January 27, 2014 at 9:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "**Confirmation Hearing**") to consider the entry of an order confirming the Plan. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Plan Proponents of the adjourned date(s) at the Confirmation Hearing or any continued hearing, and the Plan may be modified, if necessary, pursuant to 11 U.S.C. § 1127 prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

4. **Record Date and Voting Deadline.** The Disclosure Statement Order establishes (a) December 18, 2013 as the record date for determining the Holders of Claims in Class 3(a) (General Unsecured Claims against the USA Debtors), Class 3(b) (General Unsecured Claims against the BAH Debtors), Class 4(a) (Blitz Personal Injury Trust Claims against the USA Debtors) and Class 4(b) (Blitz Personal Injury Trust Claims against the BAH Debtors) (collectively, the "**Voting Classes**") entitled to vote on the Plan, and (b) **January 21, 2014 at 4:00 p.m. (prevailing Pacific Time)** as the deadline for the submission of ballots (the "**Ballots**") to accept or reject the Plan. Holders of Claims in the Voting Classes will receive Ballots for casting such votes. Failure to follow the instructions set forth in the Disclosure Statement Order and the Ballot may disqualify that Ballot and the vote represented thereby.

5. **Parties in Interest Not Entitled to Vote.** Holders of Claims or Equity Interests in Classes 1(a) (Priority Claims against the USA Debtors), 1(b) (Priority Claims against the BAH Debtors), 2(a) (Allowed Secured Claims against the USA Debtors), 2(b) (Allowed Secured Claims against the BAH Debtors), 5(a) (Intercompany Claims against the USA Debtors), 5(b) (Intercompany Claims against the BAH Debtors), 6(a) (Equity Interests in the USA Debtors) and 6(b) (Equity Interests in the BAH Debtors) are not entitled to vote and will not receive a Ballot. If you hold such a Claim or Equity Interest, you will receive a notice of your non-voting status. If you are not entitled to vote on the Plan, but believe you should be entitled to vote on the Plan, then you must serve on the parties identified in paragraph 6 below, and file with the Bankruptcy Court, a motion for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (a "**Rule 3018(a) Motion**"), temporarily allowing such claim in a stated amount for purposes of voting to accept or reject the Plan. All such Rule 3018(a) Motions must be filed on or before the later of (i) January 6, 2014, and (ii) the fourteenth (14th) day after the service of an objection, if any, to such Claim, but in no event later than seven (7) days prior to the Confirmation Hearing. In accordance with Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing, prior to or at the Confirmation Hearing. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above may not be considered.

6. **Objections to Confirmation of the Proposed Plan.** Objections, if any, to the Plan must (i) be in writing, (ii) state the name and address of the objecting party and the amount or nature of the Claim or Equity Interest of such party, (iii) state with particularity the basis and nature of any

objections to the Plan, and (iv) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, and served upon: (i) counsel for the USA Debtors: Richards, Layton & Finger, P. A., One Rodney Square, Wilmington, DE 19899, Attn: Daniel J. DeFranceschi, Esq. (Email: defranceschi@rlf.com); (ii) counsel for the BAH Debtors: Young, Conaway, Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Sean M. Beach, Esq. (Email: sbeach@ycst.com); (iii) counsel for the Committee: (a) Womble Carlyle Sandridge & Rice, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Francis A. Monaco, Jr., Esq. (Email: fmonaco@wcsr.com) and (b) Lowenstein Sandler P.C., 65 Livingston Avenue, Roseland, NJ 07068, Attn: Jeffrey Prol, Esq. (Email: jprol@lowenstein.com); (iv) the Office of the United States Trustee: 844 King Street, Room 2207, Lockbox #35, Wilmington, DE 19899-0035, Attn: Richard Schepacarter, Esq.; (v) counsel for Wal-Mart: Potter Anderson & Corroon LLP, 1313 North Market Street, P.O. Box 951, Wilmington, DE 19899, Attn: Jeremy W. Ryan, Esq. (Email: jryan@potteranderson.com); (vi) counsel for Liberty Surplus Insurance Corporation: (a) Stevens & Lee, P.C., 1105 N. Market Street, Suite 700, Wilmington, DE 19801, Attn: John D. Demmy, Esq. (email: jdd@stevenslee.com) and (b) Stevens & Lee, P.C., Suite 100, 620 Freedom Business Center, King of Prussia, PA 19406, Attn: Leonard P. Goldberger, Esq. (email: lpg@stevenslee.com); (vii) counsel for Westchester Surplus Lines Insurance Company: (a) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Richard W. Riley, Esq. (Email: rw Riley@duanemorris.com); and (b) O'Melveny & Myers LLP, 7 Times Square, New York, NY 10036, Attn: Tancred Schiavoni, Esq. (Email: tschiavoni@omm.com) (vii) Old Republic Insurance: (a) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, DE 19899, Attn: Brett D. Fallon, Esq. (Email: bfallon@morrisjames.com); and (b) Fox, Swibel, Levin & Carroll LLP, 200 W. Madison Street, Suite 3000, Chicago, IL 60606, Attn: Margaret M. Anderson, Esq. (Email: panderson@fslc.com); and (viii) Endurance American Specialty Insurance Company: White and Williams LLP, 824 North Market Street, Suite 902, Wilmington, DE 19899. Attn: James S. Yoder, Esq. (Email: yoderj@whiteandwilliams.com); and (ix) Kinderhook: Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, 31st Floor, New York, NY 10022, Attn: Abbey Walsh (Email: abbey.walsh@freshfields.com); in each case so as to be actually received on or before **JANUARY 21, 2014 at 4:00 P.M. (PREVAILING U.S. EASTERN TIME)**. **UNLESS AN OBJECTION IS TIMELY FILED AND SERVED AS PROVIDED HEREIN, IT MAY NOT BE CONSIDERED AT THE CONFIRMATION HEARING.**

ARTICLE VII, SECTION 4.4.3 AND SECTION 15.4 OF THE PLAN CONTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, AND SECTION 7.2 CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER:

7. Channeling Injunction: Subject to certain exceptions, Section 4.3.3 of the Plan provides as follows:

4.3.3 Imposition of Channeling Injunction. From and after the Effective Date, (i) all Blitz Personal Injury Trust Claims will be subject to the Channeling Injunction pursuant to section 105(a) of the Bankruptcy Code and the provisions of the Plan and the Confirmation Order and (ii) the Protected Parties shall have no obligation to pay any liability of any nature

or description arising out of, relating to, or in connection with any Blitz Personal Injury Trust Claims, provided, however that nothing in the Plan shall preclude any action by the Blitz Personal Injury Trust to enforce the Plan. In order to supplement the injunctive effect of the Plan Injunction, and pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, for Blitz Personal Injury Trust Claims, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:

4.3.3.1 Terms. In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the Releases described in section 7.2 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Entities that have held or asserted, or that hold or assert any Blitz Personal Injury Trust Claim against the Protected Parties, or any of them, shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery from any such Protected Party with respect to any such Blitz Personal Injury Trust Claim, including, but not limited to:

(a) commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding of any kind with respect to any such Blitz Personal Injury Trust Claim, against any of the Protected Parties, or against the property of any Protected Party with respect to any such Blitz Personal Injury Trust Claim;

(b) enforcing, levying, attaching, collecting or otherwise recovering, by any manner or means, or in any manner, either directly or indirectly, any judgment, award, decree or other order against any of the Protected Parties or against the property of any Protected Party with respect to any such Blitz Personal Injury Trust Claim;

(c) creating, perfecting or enforcing in any manner, whether directly or indirectly, any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any such Blitz Personal Injury Trust Claim;

(d) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due any Protected Party or against the property of any Protected Party with respect to any such Blitz Personal Injury Trust Claim; and

(e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to such Blitz Personal Injury Trust Claim.

8. Debtor Releases. Subject to certain exceptions, Section 7.2.1 of the Plan provides as follows:

7.2.1 Releases by Debtors and Estates. For good and valuable consideration, including without limitation, (a) the Insurance Settlement Payment and Wal-Mart's additional payment of \$1.54 million, payment of which is critical to the Debtors' ability to obtain confirmation of the Plan and to effectuate distributions to holders of Blitz Personal Injury Trust Claims, and (b) the BAH Settlement Payment, payment of which is critical to the Debtors' ability to obtain confirmation of the Plan and to effectuate distributions to holders of Allowed Claims against the USA Debtors, as of the Effective Date, each of (i) the Debtors, on behalf of themselves and their respective Estates and their respective Affiliates, members, officers, directors, and employees, and any person claiming by or through them and (ii) the Creditors' Committee, on behalf of itself and its members (solely in their capacities as members of the Creditors' Committee), shall be deemed to completely and forever release, waive, disclaim and discharge the Protected Parties, of and from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other matters occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, their Chapter 11 Cases, and/or any Blitz Product.

9. Third Party Releases: Subject to certain exceptions, Section 7.2.2 of the Plan provides as follows:

7.2.2 Releases by Holders of Claims and Equity Interests. For good and valuable consideration, including, without limitation, (a) the Insurance Settlement Payment and Wal-Mart's additional payment of \$1.54 million, payment of which is critical to the Debtors' ability to obtain confirmation of the Plan and to effectuate distributions to holders of Blitz Personal Injury Trust Claims, and (b) the BAH Settlement Payment, payment of which is critical to the Debtors' ability to obtain confirmation of the Plan and to effectuate distributions to holders of Allowed Claims against the USA Debtors, as of the Effective Date, each present and former holder of a Claim or Equity Interest will be deemed to completely and forever release, waive, disclaim and discharge the Protected Parties of and from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other matters occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, their Chapter 11 Cases, and/or any Blitz Product.

10. Injunction: Section 7.3 of the Plan provides as follows:

7.3 Plan Injunction. Except as otherwise provided in the Plan and/or the Plan Documents (including specifically the Blitz Personal Injury Trust Agreement and the Blitz Personal

Injury TDP), upon the entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employers, agents, officers, directors, or principals, shall be and are permanently enjoined from and restrained against

7.3.1 taking any actions to interfere with the implementation or consummation of the Plan.

7.3.2 commencing or continuing in any court, proceeding or other tribunal of any kind, any suit, action, or other proceeding, or otherwise asserting any Claim or Equity Interest, which has been released pursuant to Sections 7.2.1, or 7.2.2 hereof or from seeking to hold any Protected Party liable in any such suit, action or proceeding or for any such Claim, or Equity Interest that has been released pursuant to Sections 7.2.1 or 7.2.2 of the Plan;

7.3.3 enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, their Estates, their assets, the Protected Parties, the Blitz Liquidating Trust Assets and/or the Blitz Personal Injury Trust Assets;

7.3.4 creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance against the Debtors' assets, their Estates' assets, the Protected Parties' assets, the Blitz Liquidating Trust Assets and/or the Blitz Personal Injury Trust Assets; and

7.3.5 asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due any Protected Party or against the property of any Protected Party with respect to any such claim, demand or cause of action.

11. Exculpation: Section 15.4 of the Plan provides as follows:

15.4 Exculpation and Release. The Exculpated Parties shall not have or incur, and are hereby released from, any claim, obligation, cause of action and/or liability to any holder of a Claim, Equity Interest, or any other Entity or any of their respective successors, assigns or Representatives for any act or omission with respect to or arising out of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for gross negligence, fraud or willful misconduct or any obligations that they have under or in connection with the Plan, the Plan Documents, or any transactions contemplated thereby, and in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

12. Additional Information. For information about the solicitation procedures, or to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, or any related documents, at no charge, please contact the Voting and Balloting Agent, Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245, at (877) 606-7519 or visit the Debtors' website at www.kccllc.net/Blitz. Please note that the Voting and Balloting Agent is not permitted to give legal advice. In addition, any documents that are filed with the

Bankruptcy Court also are available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, or may be viewed on the Internet at the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

13. Reservation of Rights. The Plan Proponents reserve the right to dispute, or to assert offsets or defenses to, any Claim reflected in the Schedules or to object to any Claim or Proof of Claim filed in the Chapter 11 Cases, as to amount, liability, characterization, or otherwise, and to subsequently designate any claim as disputed, contingent, or unliquidated on the Schedules or otherwise. Nothing contained in this Notice shall preclude the Plan Proponents from objecting to any Claim, whether scheduled or filed or unfiled, on any grounds.

Dated: December 19, 2013
Wilmington, Delaware

BY ORDER OF THE COURT

/s/ Amanda R. Steele
RICHARDS, LAYTON & FINGER, P.A.
Daniel J. DeFranceschi (Bar No. 2732)
Michael J. Merchant (Bar No. 3854)
Amanda R. Steele (Bar No. 5530)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700

Counsel to Blitz Acquisition, LLC, Blitz RE Holdings, LLC, Blitz U.S.A., Inc. and MiamiOK LLC (f/k/a F3 Brands LLC)

-and-

/s/ Sean M. Beach
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
Sean M. Beach (Bar No. 4070)
John Dorsey (Bar No. 2988)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600

Counsel for LAM 2011 Holdings, LLC and Blitz Acquisition Holdings, Inc.

/s/ Kevin J. Mangan
WOMBLE CARLYLE SANDRIDGE & RICE,
LLP
Francis A. Monaco, Jr. (Bar No. 2078)
Kevin J. Mangan (Bar No. 3810)
222 Delaware Avenue, Suite 1501
Wilmington, Delaware 19801
Telephone: (302) 252-4320

-and-

Jeffrey D. Prol, Esq.
Mary E. Seymour, Esq.
LOWENSTEIN SANDLER LLP
65 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 597-2500

Counsel to the Official Committee of Unsecured Creditors