

ORIGINAL

**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

Re: Docket No. 1971

**ORDER GRANTING THE JOINT MOTION OF THE DEBTORS AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS FOR ORDER (A) APPROVING THE
DISCLOSURE STATEMENT; (B) APPROVING FORM AND MANNER OF NOTICE
OF CONFIRMATION HEARING; (C) APPROVING PROCEDURES FOR THE
SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE
PLAN; (D) ESTIMATING EACH PERSONAL INJURY CLAIM AT \$1.00 FOR VOTING
PURPOSES; (E) APPROVING NOTICE AND OBJECTION PROCEDURES
IN RESPECT THEREOF AND (F) GRANTING RELATED RELIEF**

Upon the joint motion (the "Motion") of the Debtors² and the Committee for the entry of an order approving: (i) the form and manner of notice of the Disclosure Statement Hearing; (ii) the Disclosure Statement; (iii) the record date for the purpose of determining which creditors are entitled to vote on the Plan; (iv) solicitation materials and procedures for distribution thereof, (v) estimation of each Blitz Personal Injury Trust Claim at \$1.00 solely for voting purposes; (vi) ballots and procedures for voting on the Plan and tabulating votes with respect thereto, and (vii) scheduling of a hearing and notice procedures relating to confirmation of the Plan; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District

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 used but not otherwise defined herein shall have the meaning ascribed thereto in the Motion, and if not defined in the Motion then in the Plan.



of Delaware dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that venue being proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Disclosure Statement Hearing”); and upon the record of the Disclosure Statement Hearing and all of the proceedings had before the Court and the Court having reviewed the Motion, the papers in support thereof, and the responses thereto, if any; and the Court having found and determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for the relief granted herein; and the relief requested in the Motion is in the best interests of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND THAT:

A. The Disclosure Statement Hearing Notice complies with Bankruptcy Rule 3017, adequately addresses the particular needs of these Chapter 11 Cases and was properly served upon the appropriate parties in the form annexed hereto as Exhibit 1.

B. Notice of the Motion and the Disclosure Statement Hearing was good and sufficient under the circumstances.

C. The Court has reviewed and approved the Disclosure Statement filed by the Movants [Docket No. 1922] and has determined that it contains “adequate information” and otherwise complies with section 1125 of the Bankruptcy Code.

D. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

E. The form of Non-Voting Creditor Notice annexed hereto as Exhibit 2, to be sent to holders of Claims in Classes 1(a), 1(b), 2(a) and 2(b), which Classes are deemed to accept the Plan, and holders of Claims or Equity Interests in Classes 5(a), 5(b), 6(a) and 6(b), which Classes are deemed to reject the Plan, complies with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, provides adequate notice to Holders of Claims or Equity Interests in these Classes of their non-voting status and adequately addresses the particular needs of these Chapter 11 Cases. No further notice of their non-voting status is necessary.

F. The forms of Ballots annexed hereto as Exhibits 3A through 4B are substantially consistent with Official Form No. 14, adequately address the particular needs of these Chapter 11 Cases, and provide adequate information and instructions for each Class of Claims entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

G. Pursuant to the Plan, Allowed 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) (together, the "Voting Parties") are impaired and entitled to receive distributions under the Plan, and accordingly, holders of Allowed Claims, including Claims Allowed for voting purposes only, in these Classes are entitled to vote on account of such Claims.

H. The distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the

Record Date, Voting Deadline, Confirmation Objection Deadline, Confirmation Hearing and all related matters.

I. The period during which the Movants may solicit acceptances to the Plan, as set forth below, is a reasonable and sufficient period of time for Voting Parties to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

J. The Confirmation Hearing Notice substantially in the form annexed hereto as Exhibit 5, and the procedures set forth below for providing notice of the time, date and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing") and for filing objections or responses to the Plan, provide due, proper, and adequate notice and comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and constitute sufficient notice to all interested parties.

K. The form and manner of notice of the time set for filing objections to, and time, date, and place of, the Disclosure Statement Hearing to consider approval of the Plan and other relief requested in the Motion was adequate and comports with due process and no further action is necessary.

L. All notices provided relating to confirmation of the Plan pursuant to the procedures set forth herein, constitute good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need be provided.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is APPROVED.

3. The Disclosure Statement Hearing Notice complies with Bankruptcy Rules 2002(b) and (d) and Local Rule 3017-1 and is APPROVED.

4. All objections or responses to the Disclosure Statement, if any, which have not been withdrawn or resolved, are overruled.

5. Kurtzman Carson Consultants LLC (the "Voting and Balloting Agent") is authorized to perform all balloting and solicitation services and any services incidental thereto.

6. Except as otherwise provided herein, a creditor who holds a Claim as a Voting Party is entitled to vote on the Plan.

7. The Record Date shall be set as December 18, 2013.

8. The record Holders of Claims shall be determined as of the Record Date based upon the records of the Debtors and the Voting and Balloting Agent. Accordingly, any documentation evidencing a transfer of a claim not received and docketed by the Bankruptcy Court on or before the Record Date shall not be recognized for purposes of voting or receipt of the Plan confirmation materials.

9. The Solicitation Packages are APPROVED.

10. The Solicitation Packages shall be distributed to each of the Voting Parties by the Solicitation Date and shall contain the following materials: (i) the Confirmation Hearing Notice; (ii) a copy of this Order (without exhibits) and a copy of the Disclosure Statement (together with the Plan and other exhibits annexed thereto); and (iii) the appropriate Ballot along with a postage prepaid, self-addressed, return envelope.

11. The Movants may distribute the Solicitation Packages at their discretion in either paper or CD-ROM format (other than the Confirmation Hearing Notice and the Ballot, which shall be provided in paper format); provided, however, that, upon the request of any party in interest, the Movants shall provide a paper copy of this Order and/or the Disclosure Statement, which shall include the Plan as an exhibit, at no cost to the party within five (5) business days of such request.

12. The Non-Voting Creditor Notice shall be distributed to each of the Non-Voting Parties.

13. The Movants are directed to distribute, or cause to be distributed, by December 24, 2013 (the "Solicitation Date"), the Confirmation Hearing Notice on all parties on the creditor matrix maintained by the Voting and Balloting Agent that are not otherwise entitled to receive a Solicitation Package.

14. With respect to any creditor who has filed duplicate Claims (whether against the same or multiple Debtors) or Claims that have been amended or superseded by Claims which are classified under the Plan in the same Class, the Movants shall provide to such creditor only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether an objection to such duplicate, amended or superseded Claims has been filed.

15. The Movants are not required to distribute Solicitation Packages to creditors who have timely filed proofs of claim if the Claims have already been paid in the full claimed amount; provided, however, if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its Claim had been scheduled by the Debtors, such creditor will be sent a Solicitation Package.

16. With respect to addresses from which Disclosure Statement Hearing Notices were returned as undeliverable by the United States Postal Service, the Movants are excused from distributing a Solicitation Package, Non-Voting Creditor Notice and/or the Confirmation Hearing Notice to those entities listed at such addresses unless the Movants are provided with accurate addresses for such entities at least one business day prior to the Solicitation Date, and failure to distribute these documents to such entities will not constitute inadequate notice of the Confirmation Hearing, the Voting Deadline or violation of Bankruptcy Rule 3017(d).

17. The Movants are authorized to make non-substantive changes to the Disclosure Statement, Plan, Ballots, the Confirmation Hearing Notice, any other notice related to the Plan or Disclosure Statement and all exhibits and appendices to any of the foregoing without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Package prior to their distribution.

18. The Ballots are APPROVED.

19. The Voting Deadline is set as January 21, 2014 at 4:00 p.m. (prevailing Pacific Time).

20. Unless otherwise provided herein, all Ballots must be properly executed, completed and the original thereof shall be delivered to the Voting and Balloting Agent so as to be actually received by the Voting and Balloting Agent no later than the Voting Deadline at the following address:

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

21. The Movants are not required to distribute Solicitation Packages, Ballots, copies of the Disclosure Statement or Plan or any other notices other than the Confirmation Hearing Notice to Holders of Claims that have not been classified in the Plan pursuant to section 1123(a)(1) of the Bankruptcy Code.

22. The Movants shall send a Ballot substantially in the form annexed hereto as **Exhibit 3A** to the Holders of General Unsecured Claims in Class 3(a).

23. The Movants shall send a Ballot substantially in the form annexed hereto as **Exhibit 3B** to the Holders of General Unsecured Claims in Class 3(b).

24. The Movants shall send a Ballot substantially in the form annexed hereto as **Exhibit 4A** to the Holders of Blitz Personal Injury Trust Claims in Class 4(a).

25. The Movants shall send a Ballot substantially in the form annexed hereto as **Exhibit 4B** to the Holders of Blitz Personal Injury Trust Claims in Class 4(b).

26. Each Blitz Personal Injury Trust Claim shall be estimated at a fixed value of \$1.00 pursuant to section 502(c) of the Bankruptcy Code, solely for purposes of voting to accept or reject the Plan, and not for any other purpose.

27. Solely for purposes of voting to accept or reject the Plan, and not for the purpose of the allowance of or distribution on account of a Claim, and without prejudice to the rights of the Debtors in any other context, each Holder of a Claim within a Class of Claims entitled to vote to accept or reject the Plan shall be entitled to vote the amount of such Claim as set forth in the Schedules (as may be amended from time to time) unless such Holder has timely filed a proof of claim, in which event such Holder would be entitled to vote the amount of such Claim as set forth in such proof of claim; subject to the tabulation rules (the "**Tabulation Rules**") below:

- a. If a Claim is deemed "Allowed" under the Plan or an order of the Bankruptcy Court, such Claim is allowed for voting purposes in the deemed "Allowed" amount set forth in the Plan or the Bankruptcy Court's order;
- b. If a Holder has timely filed a Claim and subsequently filed an amended or superseded Claim, that Holder shall be entitled to vote only the amount of the Claim as set forth in the amending or superseding Claim;
- c. If a Claim for which a proof of claim has been timely filed is wholly contingent, unliquidated or disputed, including, without limitation, any applicable Blitz Personal Injury Trust Claim, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, and the Ballot mailed to the Holder of such Claim shall be marked for voting at \$1.00;
- d. If a Claim is partially liquidated and partially unliquidated, the Claim is allowed for voting purposes only in the liquidated amount;
- e. If a Claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- f. If a Claim is listed in the Schedules as undetermined, contingent, unliquidated, or disputed, or in a zero or unknown amount, and a proof of claim was not (A) filed by the applicable bar date for the filing of proofs of claim established by the Bankruptcy Court or (B) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, then, unless the Movants have consented in writing, such Claim shall be disallowed for voting purposes;
- g. If an objection to a Claim has been filed before the Voting Deadline, such Claim shall be disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection;
- h. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims or holds multiple non-duplicative Claims that are classified under the Plan in the same Class, shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether an objection to such duplicate claims has been filed; and
- i. Votes will be tabulated on a consolidated basis for the Voting Parties.

28. If no holder of a Claim in a Class of Claims eligible to vote in a particular Class timely submits a Ballot to accept or reject the Plan, then the applicable class will be deemed to have accepted the Plan.

29. If a party entitled to vote has more than one Claim (either scheduled or filed or both) within a Class against one or more of the Debtors based upon different transactions, the Movants propose that the party shall be entitled to vote on and shall receive a different Ballot for each such Claim, provided, however, that if a party that is entitled to vote has Claims (either scheduled or filed or both) against more than one of the Debtors based on the same transaction, that the party shall receive one Ballot on account of such Claims and shall be entitled to one vote for numerosity purposes, with no aggregation of multiple claims for purposes of calculating the amount.

30. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its Claims thereof.

31. If any claimant seeks to challenge the allowance of its Claim for voting purposes in accordance with the above procedures, such claimant is directed to file with the Bankruptcy Court and serve on counsel for the Movants and the parties set forth in Paragraph 54 of this Order, a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan no later than 4:00 p.m. (prevailing Eastern Time) on the later of (i) January 6, 2014, or (ii) fourteen (14) days after the date of service of a notice of an objection, if any, to such Claim ("Rule 3018(a) Motion Deadline").

32. Any party filing and serving a Rule 3018(a) Motion on or prior to the Rule 3018(a) Motion Deadline shall be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan.

33. To the extent any Rule 3018(a) Motion is unresolved prior to the Voting Deadline, the Bankruptcy Court shall determine at the Confirmation Hearing whether such provisional Ballot will be counted as a vote on the Plan.

34. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot shall not be provisionally counted in determining whether the Plan has been accepted or rejected if their Rule 3018(a) Motion is not timely filed and served by the Rule 3018(a) Motion Deadline.

35. If a creditor casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received before the Voting Deadline is deemed to reflect the voter's intent and, thus, to supersede any prior Ballots.

36. Creditors with multiple Claims within a particular Class must vote all of their Claims within a particular Class under the Plan either to accept or reject the Plan and may not split their votes, and thus neither (a) any Ballot that partially rejects and partially accepts the Plan nor (b) any Ballot filed by a creditor with multiple Claims within a Class who votes inconsistently will be counted.

37. Without further order of this Bankruptcy Court, any Ballot that is properly completed, executed and timely returned to the Voting and Balloting Agent, but does not indicate an acceptance or rejection of the Plan or indicates both an acceptance and a rejection of the Plan, shall be counted as accepting the Plan.

38. Without further order of this Bankruptcy Court, any Ballot actually received by the Voting and Balloting Agent after the Voting Deadline shall not be counted, unless the

Movants, in consultation with the Settling Parties, granted an extension of the Voting Deadline with respect to such Ballot.

39. Without further order of this Bankruptcy Court, any Ballot that is illegible or contains insufficient information to permit the identification of the claimant shall be considered defective and shall not be counted.

40. Without further order of this Bankruptcy Court, Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, shall not be counted.

41. Without further order of this Bankruptcy Court, any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall be considered defective and shall not be counted.

42. Without further order of this Bankruptcy Court, any Ballot cast for a Claim identified as unliquidated, contingent or disputed for which no proof of claim was timely filed shall be considered defective and shall not be counted.

43. Without further order of this Bankruptcy Court, any unsigned Ballot or non-originally signed Ballot shall be considered defective and shall not be counted.

44. Without further order of this Bankruptcy Court, any Ballot sent directly to the Movants, their agents (other than the Voting and Balloting Agent), or their financial or legal advisors, or to any party other than the Voting and Balloting Agent, shall be considered defective and shall not be counted.

45. Without further order of this Bankruptcy Court, any Ballot cast for a Claim that has been disallowed (for voting purposes or otherwise) or satisfied shall be considered defective and shall not be counted.

46. Without further order of this Bankruptcy Court, any Ballot transmitted to the Voting and Balloting Agent by facsimile or other electronic means shall be considered defective and shall not be counted, unless the Movants, in consultation with the Settling Parties, agree in writing to accept such Ballot.

47. Neither the Movants, the Voting and Balloting Agent or any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor shall the Movants, the Voting and Balloting Agent or any other person or entity incur any liability for failure to provide such notification.

48. The Voting and Balloting Agent may disregard any and all defective Ballots with no further notice to any other person or entity.

49. The Movants will file all exhibits to the Plan with the Bankruptcy Court and make them available upon request to the Voting and Balloting Agent at no charge.

50. Subject to any order of the Bankruptcy Court to the contrary, the Movants, in consultation with the Settling Parties, may waive any defect in any Ballot at any time, whether before or after the Voting Deadline, and without notice.

51. The Confirmation Hearing Notice is APPROVED.

52. The Confirmation Hearing will commence at 9:30 a.m. (prevailing Eastern Time) on January 27, 2014; *provided, however*, that the Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Movants without further notice to parties other than an announcement in Bankruptcy Court at the Confirmation Hearing or any adjourned Confirmation Hearing.

53. Objections to confirmation of the Plan may be filed no later than January 21, 2014 at 4:00 p.m. (prevailing Eastern Time) (the "Confirmation Objection Deadline").

54. Objections to confirmation of the Plan, if any, must (i) be in writing, (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (iii) state with particularity the basis and nature of any objection, and (vi) be filed, together with proof of service, with the Bankruptcy Court and served so that they are actually received no later than the Confirmation Objection Deadline by the following parties: (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 Prhl, 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: rwiley@duanemorris.com); and (b) O'Melveny & Myers LLP, 7 Times

Square, New York, NY 10036, Attn: Tancred Schiavoni, Esq. (Email: tschiavoni@omm.com) (vii) counsel for 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) counsel for 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).

55. Objections to confirmation of the Plan not timely filed and served in the manner set forth above shall not be considered and shall be overruled.

56. The Voting and Balloting Agent shall file the Ballot Tabulation Certification no later than January 23, 2014.

57. The Movants shall file a Plan Supplement on or before January 6, 2014.

58. The Movants shall file any reply to any objections to the Plan no later than January 23, 2014 at 4:00 p.m. (prevailing Eastern Time).

59. For ease of reference, the confirmation schedule set forth herein is summarized in the table below:


Proposed Timeline	
November 12, 2013	Service of Disclosure Statement Hearing Notice
December 11, 2013	Disclosure Statement Objection Deadline
December 18, 2013	Disclosure Statement Hearing

December 18, 2013	Voting Record Date
December 24, 2013	Date of service of Solicitation Packages or Non-Voting Creditor Notice, as applicable
January 6, 2014	Deadline for Bankruptcy Rule 3018 Motions
January 6, 2014	Deadline for filing the Plan Supplement
January 21, 2014	Voting Deadline
January 21, 2014	Confirmation Objection Deadline
January 23, 2014	Deadline for filing the Ballot Tabulation Certification
January 23, 2014	Deadline for Movants' reply to confirmation objections, if any
January 27, 2014	Confirmation Hearing

60. The Movants are authorized to take or refrain from taking any action and expending such funds necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Bankruptcy Court.

61. The Plan Support Agreement (the "PSA"), dated December 18, 2013, entered into between, amongst others, the Movants and certain Blitz Personal Injury Claimants, annexed hereto as Exhibit 6, is hereby approved.

Date: December 19, 2013
Wilmington, Delaware



THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Disclosure Statement Hearing Notice

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)

Hearing Date: December 18, 2013 at 11:00 a.m.

Objection Deadline: December 11, 2013 at 4:00 p.m.

Re: Docket Nos. 1921 & 1922

**NOTICE OF HEARING TO CONSIDER
THE ADEQUACY OF DISCLOSURE STATEMENT**

PLEASE TAKE NOTICE THAT on November 12, 2013, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and the Official Committee of Unsecured Creditors (the “Committee,” together with Debtors, the “Plan Proponents”) filed with the United States Bankruptcy Court for the District of Delaware the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation* (the “Plan”) and the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation* (the “Disclosure Statement”).

PLEASE TAKE FURTHER NOTICE THAT the Plan Proponents intend to present the Disclosure Statement, and any changes or modifications thereto, for approval at a hearing before the Honorable Peter J. Walsh on **December 18, 2013 at 11:00 a.m. (prevailing Eastern Time)** convened at the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 (the “Disclosure Statement Hearing”). The Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) at the Disclosure Statement Hearing or any continued hearing(s).

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the approval of the Disclosure Statement must be in writing and must: (i) state the name and address of the objector or entity proposing a modification to the Disclosure Statement and the amount of its claim or nature of its interest in the Debtors’ chapter 11 cases; (ii) specify the basis and the nature of any objection and set forth the proposed modification to the Disclosure Statement, together with suggested language; (iii) be filed with the clerk of the Bankruptcy, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, **on or before 4:00 p.m.**

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.

(prevailing Eastern Time) on December 11 2013 (the “Objection Deadline”); and (iv) be served upon the counsel below so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and the Disclosure Statement may be obtained by parties in interest free of charge at www.kccllc.net/Blitz or by contacting Kurtzman Carson Consultants, LLC at (877) 606-7519. Copies of the Plan and Disclosure Statement 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. In addition, copies of the Plan and Disclosure Statement may be obtained from counsel to the Proponents by request to: (1) counsel to Blitz U.S.A., Inc., Blitz RE Holdings, LLC, MiamiOK LLC, and Blitz Acquisition, LLC, Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Daniel J. DeFranceschi, Michael J. Merchant and Marcos A. Ramos); (2) counsel to LAM 2011 Holdings, LLC and Blitz Acquisition Holdings, Inc., Young, Conaway, Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach and Justin P. Duda) and (3) counsel to the Official Committee of Unsecured Creditors, Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, NJ 07068 (Attn: Jeffrey D. Prol and Mary E. Seymour) and Womble Carlyle Sandridge & Rice, LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801 (Attn: Francis A. Monaco, Jr. and Kevin Mangan) or 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.

Dated: November __, 2013

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (Bar No. 2732)
Michael J. Merchant (Bar No. 3854)
One Rodney Square
920 North King Street
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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-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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-and-

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Counsel to the Official Committee of Unsecured Creditors

Exhibit 2

Non-Voting Creditor Notice

**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 NON-VOTING STATUS UNDER THE DEBTORS' AND OFFICIAL
COMMITTEE OF UNSECURED CREDITORS' JOINT PLAN OF LIQUIDATION**

PLEASE TAKE NOTICE THAT on December [], 2013, the United States Bankruptcy Court for the District of Delaware entered an order (the "Disclosure Statement Order") approving the *Disclosure Statement for the Debtors' and Official Committee of Unsecured Creditors' Joint Plan of Liquidation*, dated November 12, 2013 [docket No. 1922] (as it may be amended, modified or supplemented from time to time, the "Disclosure Statement") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") and the Official Committee of Unsecured Creditors (the "Committee," together with Debtors, the "Plan Proponents"). The Disclosure Statement Order authorizes the Plan Proponents to solicit votes to accept or reject the *Debtors' and Official Committee of Unsecured Creditors' Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (as it may be amended, modified or supplemented from time to time, the "Plan"),² a copy of which is annexed as **Exhibit 1** to the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement Order (a) established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan, (b) approved the contents of proposed solicitation packages to be distributed to creditors who are entitled to vote to accept or reject the Plan (the "Solicitation Packages"), and (c) approved the forms of notice to be sent to certain holders of Claims or Equity Interests who are not entitled to vote to accept or reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Rule 3017(d) of the Federal Rules of Bankruptcy Procedure (collectively, the "Bankruptcy Rules") and the Disclosure Statement Order, the Plan Proponents: (a) are required to provide Solicitation Packages to all creditors entitled to vote to accept or reject the Plan; and (b) are not required to provide Solicitation Packages to holders of Claims or Equity Interests in Classes under the Plan that are conclusively presumed to either accept or reject the Plan (collectively, the "Non-Voting Classes").

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.

PLEASE TAKE FURTHER NOTICE THAT the Non-Voting Classes, and their proposed treatment under the Plan, are set forth immediately below:

a) CLASS 1(a): PRIORITY CLAIMS AGAINST THE USA DEBTORS

Each holder of a Class 1(a) Claim not otherwise paid pursuant to an Order of the Bankruptcy Court will be paid, from the Blitz Liquidating Trust Assets, the Allowed Amount of its Claim, in full, in Cash, on the Effective Date or as soon as practical thereafter. Holders of Class 1(a) Claims are Unimpaired, are not entitled to vote on the Plan, will not be solicited to vote on the Plan, and are deemed to have accepted the Plan.

b) CLASS 1(b): PRIORITY CLAIMS AGAINST THE BAH DEBTORS

Each holder of a Class 1(b) Claim not otherwise paid pursuant to an Order of the Bankruptcy Court will be paid, by the BAH Plan Administrator, from the assets of the BAH Debtors' Estates, the Allowed Amount of its Claim, in full, in Cash, on the Effective Date or as soon as practical thereafter. Holders of Class 1(b) Claims are Unimpaired, are not entitled to vote on the Plan, will not be solicited to vote on the Plan, and are deemed to have accepted the Plan.

c) CLASS 2(a): ALLOWED SECURED CLAIMS AGAINST THE USA DEBTORS

The Blitz Liquidating Trustee will take the following action with respect to each holder of an Allowed Secured Claim against the USA Debtors: (a) distribute the collateral securing such Allowed Secured Claim; (b) distribute Cash in an amount equal to the proceeds actually realized from the sale, pursuant to section 363(b) of the Bankruptcy Code, of any collateral securing such Allowed Secured Claim, less the actual costs and expenses of disposing of such collateral; or (c) effect such other treatment of such Allowed Secured Claim as may be mutually agreed upon between the holder of such Allowed Secured Claim and the Blitz Liquidating Trustee on the later of (i) the Effective Date and (ii) the tenth Business Day of the first month following the month in which such Claim becomes an Allowed Secured Claim, or as soon after such dates as is practicable. Each holder of an Allowed Secured Claim in Class 2(a) will retain the Liens securing such Claim as of the Confirmation Date until such Claims are paid in full or otherwise satisfied in accordance with the Plan. Holders of Class 2(a) Claims are Unimpaired, are not entitled to vote on the Plan, will not be solicited to vote on the Plan, and are deemed to have accepted the Plan.

d) CLASS 2(b): ALLOWED SECURED CLAIMS AGAINST THE BAH DEBTORS

The BAH Debtors will take the following action with respect to each holder of an Allowed Secured Claim against the BAH Debtors: (a) distribute the collateral securing such Allowed Secured Claim; (b) distribute Cash in an amount equal to the proceeds actually realized from the sale, pursuant to section 363(b) of the Bankruptcy Code, of any collateral securing such Allowed Secured Claim, less the actual costs and expenses of disposing of such collateral; or (c) effect such other treatment of such Allowed Secured Claim as may be mutually agreed upon between the holder of such Allowed Secured Claim and the BAH Plan Administrator on the later of (i) the Effective Date and (ii) the tenth Business Day of the first month

following the month in which such Claim becomes an Allowed Secured Claim, or as soon after such dates as is practicable. Each holder of an Allowed Secured Claim in Class 2(b) will retain the Liens securing such Claim as of the Confirmation Date until such Claims are paid in full or otherwise satisfied in accordance with the Plan. Holders of Class 2(b) Claims are Unimpaired, are not entitled to vote on the Plan, will not be solicited to vote on the Plan, and are deemed to have accepted the Plan.

e) CLASS 5(a): INTERCOMPANY CLAIMS AGAINST THE USA DEBTORS

On the Effective Date, pursuant to and subject to the settlements described herein, Intercompany Claims against the USA Debtors shall not be entitled to any Distribution under the Plan and such claims shall be cancelled and discharged on the Effective Date. Holders of these Claims will receive no Distributions under the Plan in respect of such Intercompany Claims and are deemed to have rejected the Plan.

f) CLASS 5(b): INTERCOMPANY CLAIMS AGAINST THE BAH DEBTORS

On the Effective Date, pursuant to and subject to the settlements described herein, Intercompany Claims against the BAH Debtors shall not be entitled to any distribution under the Plan and such claims shall be cancelled and discharged on the Effective Date. Holders of these Claims will receive no Distributions under the Plan in respect of such Intercompany Claims and are deemed to have rejected the Plan.

g) CLASS 6(a): EQUITY INTERESTS IN THE USA DEBTORS

All Equity Interests in the USA Debtors will be cancelled and terminated on the Effective Date of the Plan. The holders of these Equity Interests will receive no Distributions under the Plan in respect of such Equity Interests and are deemed to have rejected the Plan.

h) CLASS 6(b): EQUITY INTERESTS IN THE BAH DEBTORS

All Equity Interests in the BAH Debtors will be cancelled and terminated on the Effective Date of the Plan. The holders of these Equity Interests will receive no Distributions under the Plan in respect of such Equity Interests and are deemed to have rejected the Plan.

YOU HAVE BEEN IDENTIFIED AS THE HOLDER OF A CLAIM OR EQUITY INTEREST IN A NON-VOTING CLASS UNDER THE PLAN AND THEREFORE ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN. Accordingly, pursuant to the Disclosure Statement Order, you are receiving this Notice in lieu of a Solicitation Package containing, among other things, copies of the Disclosure Statement and the Plan. Should you wish to obtain a copy of either the Disclosure Statement or the Plan, copies of both documents (including any exhibits and appendices thereto) are available at no charge at www.kccllc.net/Blitz or by contacting Kurtzman Carson Consultants, LLC at (877) 606-7519.

If you wish to challenge the classification of your Claim, you must file a motion, pursuant to Rule 3018(a) of the Bankruptcy Rules (a "Rule 3018 Motion"), for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the

Plan and serve such motion on the Plan Proponents so that it is received by **4:00 p.m. (prevailing Eastern Time)** on the later of (a) January 6, 2014 or (b) fourteen (14) days after the date of service of a notice of an objection, if any, to your Claim or Interest but in no event later than seven (7) days prior to the Confirmation Hearing. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018 Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing. Rule 3018 Motions that are not timely filed and served in the manner as set forth above will not be considered.

A hearing to consider confirmation of the Plan will commence before the Honorable Peter J. Walsh, United States Bankruptcy Judge, in Courtroom No. 1 of the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Wilmington, DE 19801 on **January 27, 2014 at 9:30 a.m. (prevailing Eastern Time)** ("Confirmation Hearing"). The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

RELEASES, EXCULPATION AND INJUNCTIONS

ARTICLE VII, SECTION 4.3.3 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:

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.*

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.

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.

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.

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.

Objections, if any, to the confirmation of the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection or response; and (e) be filed electronically, together with proof of service, with the Bankruptcy Court at the address set forth in the preceding paragraph and served on the following parties by no later than **4:00 p.m. (prevailing Eastern Time), on January 21, 2014**: (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: rwiley@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).

The Debtors 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 Debtors from objecting to any Claim, whether scheduled or filed or unfiled, on any grounds.

Dated: December [], 2013
Wilmington, Delaware

BY ORDER OF THE COURT

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Counsel to the Official Committee of Unsecured Creditors

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

Exhibit 3A

Ballot for Class 3(a) (General Unsecured Claims against the USA Debtors)

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

**BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION
CLASS 3(a): GENERAL UNSECURED CLAIMS AGAINST USA DEBTORS**

**YOU MUST SUBMIT THIS COMPLETED BALLOT
BEFORE 4:00 P.M., PREVAILING PACIFIC TIME ON
JANUARY 21, 2014**

Blitz U.S.A., Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “Debtors”), in conjunction with the Official Committee of Unsecured Creditors (the “Committee,” together with the Debtors, the “Plan Proponents”) are soliciting votes with respect to the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (as it may be amended, modified or supplemented from time to time, the “Plan”) from the Holders of certain Impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions shall have the meaning ascribed to them in the Disclosure Statement Order (defined below) or the Plan, as applicable. If you have any questions on how to complete this Ballot, please contact Kurtzman Carson Consultants, LLC (the “Voting Agent”) at (877) 606-7519 or visit the Debtors’ website at www.kccllc.net/Blitz.

THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF GENERAL UNSECURED CLAIMS AGAINST THE FOLLOWING DEBTORS: BLITZ ACQUISITION, LLC; BLITZ RE HOLDINGS, LLC; BLITZ U.S.A., INC.; AND MIAMIOK, LLC (F/K/A F3 BRANDS LLC) (COLLECTIVELY, THE “USA DEBTORS”). If you are, as of December 18, 2013, the holder of a General Unsecured Claim against the USA Debtors, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has entered an order (the “Disclosure Statement Order”) [Docket No. ___] approving the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated as of November 12, 2013 [Docket No. 1922] (as it may be amended, modified or supplemented from time to time, the “Disclosure Statement”), which provides information to

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.

assist you in deciding how to vote on the Plan. The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The Disclosure Statement and the Plan may be examined by accessing the Debtors' website at www.kccllc.net/Blitz. In addition, you may obtain a copy of the Disclosure Statement and the Plan by contacting the Voting Agent. Please be advised that the Voting Agent is not authorized to, and will not, provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim(s) under the Plan.

VOTING DEADLINE: JANUARY 21, 2014, 2014 AT 4:00 P.M. PREVAILING PACIFIC TIME

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to the Voting Agent so that is actually received by the Voting Agent, Kurtzman Carson Consultants, LLC, by no later than **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014** (the "Voting Deadline"), at the following address:

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE TRANSMISSION, EMAIL OR ANY OTHER ELECTRONIC METHOD.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline, your vote will not count as either an acceptance or rejection of the Plan. Even if you intend to vote to reject the Plan, you must still read, complete and execute this entire Ballot.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. The Plan Proponents reserve all rights to dispute such Claim(s).

The Proposed Plan will be accepted by a Class if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Proposed Plan. **Alternatively, if no holder in Class 3(a) submits a Ballot to accept or reject the Plan, the Class 3(a) will be deemed to accept the Plan pursuant to paragraph 28 of the Disclosure Statement Order.** If the Proposed Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtors (including those Holders who abstain from voting on or reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

If you hold more than one General Unsecured Claim in Class 3(a), you should receive a Ballot for each of such Claims. Each Ballot you receive is for voting only the Claim described in the Ballot. Please complete and return each Ballot you receive in accordance with the instructions provided on such Ballot. You must vote all of your Claims within a single Class under the Plan to either accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. Any Ballot that (i) does not indicate either an acceptance or rejection of the Plan, or (ii) indicates both an acceptance and rejection of the Plan will be deemed to reflect the voter's intent to accept the Plan.

In the event you are a Holder of Claim, your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules (the "Tabulation Rules") approved by the Bankruptcy Court. These Tabulation Rules are set forth in paragraph 27 of the Disclosure Statement Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Plan Proponents in any other context (e.g., the right to contest the validity or amount of any Claim for purposes of allowance under the Plan). If you wish to obtain the temporary allowance of your Claim for Plan voting purposes in a different amount or Class than the amount provided in the Tabulation Rules, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification 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. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Disclosure Statement Order, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item of the Ballot, your Claim will be counted as vote in such lesser amount.

This Ballot does not constitute, and will not be deemed, a Proof of Claim or an assertion of a Claim or Equity Interest.

If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received Ballot will supersede any and all prior Ballots.

SECTION 4.3.3 OF THE PLAN PROPOSES THAT THE CHANNELING INJUNCTION, WHICH IS AN INJUNCTION UNDER SECTION 105(A) OF THE BANKRUPTCY CODE, APPLICABLE TO ALL PERSONS AND ENTITIES, THAT RESULTS IN THE PERMANENT CHANNELING OF ALL BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE DEBTORS, THE PARTICIPATING INSURERS, WAL-MART AND CERTAIN OTHER ENTITIES, TO THE BLITZ PERSONAL INJURY TRUST FOR RESOLUTION AND PAYMENT. SIMILARLY, ARTICLE VII AND ARTICLE XV OF THE PLAN CONTAINS CERTAIN INJUNCTIONS, EXCULPATIONS AND RELEASES OF

THE PROTECTED PARTIES. PLEASE REVIEW THESE PROVISIONS OF THE PLAN CAREFULLY BEFORE SUBMITTING YOUR BALLOT AS THESE PROVISIONS MAY AFFECT YOUR RIGHTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT KURTZMAN CARSON CONSULTANTS, LLC AT (877) 606-7519.

**PLEASE READ THE FOLLOWING
INSTRUCTIONS BEFORE COMPLETING THE BALLOT.**

To properly complete this Ballot and cast your vote you must:

1. Make sure that the information contained in Item 1 is correct;
2. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2;
3. Review Item 3;
4. Sign, date and provide the remaining information requested; and
5. Return the Ballot (containing the original signature) to the Voting Agent in the provided return envelope by first class mail (postage prepaid) to

**Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

so as to be **received** by the Voting Agent on or before **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014**. If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. **Ballots submitted by facsimile, email or other electronic transmission will not be counted.**

PLEASE COMPLETE ALL ITEMS BELOW. RETURN YOUR BALLOT BY THE VOTING DEADLINE OR IT WILL NOT BE COUNTED.

Item 1. Amount of Claim Voted. The undersigned certifies that as of December 18, 2013, the undersigned held a General Unsecured Claim against the USA Debtors in the amount set forth below:

Voting Amount \$ _____

Item 2. Class 3(a) Vote. The undersigned Holder of the Claim identified in Item 1 hereby votes to **(check one box only)**:

☐ **ACCEPT** the Plan.

☐ **REJECT** the Plan.

Item 3. Certification and Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed and executed and timely returned Ballot that does not indicate either an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, will be deemed to reflect the voter's intent to accept the Plan.

Name of Claim Holder: _____

Signature: _____

If by Authorized Agent, Name and Title: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

Email: _____

Date Completed: _____

Exhibit 3B

Ballot for Class 3(b) (General Unsecured Claims against the BAH Debtors)

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

**BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION
CLASS 3(b): GENERAL UNSECURED CLAIMS AGAINST BAH DEBTORS**

**YOU MUST SUBMIT THIS COMPLETED BALLOT
BEFORE 4:00 P.M., PREVAILING PACIFIC TIME ON
JANUARY 21, 2014**

Blitz U.S.A., Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “Debtors”), in conjunction with the Official Committee of Unsecured Creditors (the “Committee,” together with the Debtors, the “Plan Proponents”) are soliciting votes with respect to the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (as it may be amended, modified or supplemented from time to time, the “Plan”) from the Holders of certain Impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions shall have the meaning ascribed to them in the Disclosure Statement Order (defined below) or the Plan, as applicable. If you have any questions on how to complete this Ballot, please contact Kurtzman Carson Consultants, LLC (the “Voting Agent”) at (877) 606-7519 or visit the Debtors’ website at www.kccllc.net/Blitz.

THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF GENERAL UNSECURED CLAIMS AGAINST THE FOLLOWING DEBTORS: LAM 2011 HOLDINGS; AND BLITZ ACQUISITION HOLDINGS, INC.(THE “BAH DEBTORS”). If you are, as of December 18, 2013, the holder of a General Unsecured Claim against the BAH Debtors, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has entered an order (the “Disclosure Statement Order”) [Docket No. __] approving the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated as of November 12, 2013 [Docket No. 1922] (as it may be amended, modified or supplemented from time to time, the “Disclosure Statement”), which provides information to assist you in deciding

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.

how to vote on the Plan. The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The Disclosure Statement and the Plan may be examined by accessing the Debtors' website at www.kccllc.net/Blitz. In addition, you may obtain a copy of the Disclosure Statement and the Plan by contacting the Voting Agent. Please be advised that the Voting Agent is not authorized to, and will not, provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim(s) under the Plan.

VOTING DEADLINE: JANUARY 21, 2014 AT 4:00 P.M. PREVAILING PACIFIC TIME

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to the Voting Agent so that is actually received by the Voting Agent, Kurtzman Carson Consultants, LLC, by no later than **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014** (the "Voting Deadline"), at the following address:

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE TRANSMISSION, EMAIL OR ANY OTHER ELECTRONIC METHOD.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline, your vote will not count as either an acceptance or rejection of the Plan. Even if you intend to vote to reject the Plan, you must still read, complete and execute this entire Ballot.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. The Plan Proponents reserve all rights to dispute such Claim(s).

The Proposed Plan will be accepted by a Class if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Proposed Plan. **Alternatively, if no holder in Class 3(b) submits a Ballot to accept or reject the Plan, the Class 3(b) will be deemed to accept the Plan pursuant to paragraph 28 of the Disclosure Statement Order.** If the Proposed Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtors (including those Holders who abstain from voting on or reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

If you hold more than one General Unsecured Claim in Class 3(b), you should receive a Ballot for each of such Claims. Each Ballot you receive is for voting only the Claim described in the Ballot. Please complete and return each Ballot you receive in accordance with the instructions provided on such Ballot. You must vote all of your Claims within a single Class under the Plan to either accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. Any Ballot that (i) does not indicate either an acceptance or rejection of the Plan, or (ii) indicates both an acceptance and rejection of the Plan will be deemed to reflect the voter's intent to accept the Plan.

In the event you are a Holder of Claim, your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules (the "Tabulation Rules") approved by the Bankruptcy Court. These Tabulation Rules are set forth in paragraph 27 of the Disclosure Statement Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Plan Proponents in any other context (e.g., the right to contest the validity or amount of any Claim for purposes of allowance under the Plan). If you wish to obtain the temporary allowance of your Claim for Plan voting purposes in a different amount or Class than the amount provided in the Tabulation Rules, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification 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. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Disclosure Statement Order, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item of the Ballot, your Claim will be counted as vote in such lesser amount.

This Ballot does not constitute, and will not be deemed, a Proof of Claim or an assertion of a Claim or Equity Interest.

If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received Ballot will supersede any and all prior Ballots.

SECTION 4.3.3 OF THE PLAN PROPOSES THAT THE CHANNELING INJUNCTION, WHICH IS AN INJUNCTION UNDER SECTION 105(A) OF THE BANKRUPTCY CODE, APPLICABLE TO ALL PERSONS AND ENTITIES, THAT RESULTS IN THE PERMANENT CHANNELING OF ALL BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE DEBTORS, THE PARTICIPATING INSURERS, WAL-MART AND CERTAIN OTHER ENTITIES, TO THE BLITZ PERSONAL INJURY TRUST FOR RESOLUTION AND PAYMENT. SIMILARLY, ARTICLE VII AND ARTICLE XV OF THE PLAN CONTAINS CERTAIN INJUNCTIONS AND RELEASES OF THE PROTECTED

PARTIES. PLEASE REVIEW THESE PROVISIONS OF THE PLAN CAREFULLY BEFORE SUBMITTING YOUR BALLOT AS THESE PROVISIONS MAY AFFECT YOUR RIGHTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT KURTZMAN CARSON CONSULTANTS, LLC AT (877) 606-7519.

**PLEASE READ THE FOLLOWING
INSTRUCTIONS BEFORE COMPLETING THE BALLOT.**

To properly complete this Ballot and cast your vote you must:

1. Make sure that the information contained in Item 1 is correct;
2. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2;
3. Review Item 3;
4. Sign, date and provide the remaining information requested; and
5. Return the Ballot (containing the original signature) to the Voting Agent in the provided return envelope by first class mail (postage prepaid) to

**Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

so as to be **received** by the Voting Agent on or before **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014**. If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. **Ballots submitted by facsimile, email or other electronic transmission will not be counted.**

PLEASE COMPLETE ALL ITEMS BELOW. RETURN YOUR BALLOT BY THE VOTING DEADLINE OR IT WILL NOT BE COUNTED.

Item 1. Amount of Claim Voted. The undersigned certifies that as of December 18, 2013, the undersigned held a General Unsecured Claim against the BAH Debtors in the amount set forth below:

Voting Amount \$ _____

Item 2. Class 3(b) Vote. The undersigned Holder of the Claim identified in Item 1 hereby votes to **(check one box only)**:

☐ **ACCEPT** the Plan.

☐ **REJECT** the Plan.

Item 3. Certification and Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed and executed and timely returned Ballot that does not indicate either an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, will be deemed to reflect the voter's intent to accept the Plan.

Name of Claim Holder: _____

Signature: _____

If by Authorized Agent, Name and Title: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Email: _____

Date Completed: _____

Exhibit 4A

Ballot for Class 4(a) (Blitz Personal Injury Trust Claims against the USA Debtors)

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

**BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION
CLASS 4(a): BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST USA DEBTORS**

**YOU MUST SUBMIT THIS COMPLETED BALLOT
BEFORE 4:00 P.M., PREVAILING PACIFIC TIME ON
JANUARY 21, 2014**

Blitz U.S.A., Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “Debtors”), in conjunction with the Official Committee of Unsecured Creditors (the “Committee,” together with the Debtors, the “Plan Proponents”) are soliciting votes with respect to the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (as it may be amended, modified or supplemented from time to time, the “Plan”) from the Holders of certain Impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions shall have the meaning ascribed to them in the Disclosure Statement Order (defined below) or the Plan, as applicable. If you have any questions on how to complete this Ballot, please contact Kurtzman Carson Consultants, LLC (the “Voting Agent”) at (877) 606-7519 or visit the Debtors’ website at www.kccllc.net/Blitz.

THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE FOLLOWING DEBTORS: BLITZ ACQUISITION, LLC; BLITZ RE HOLDINGS, LLC; BLITZ U.S.A., INC.; AND MIAMIOK, LLC (F/K/A F3 BRANDS LLC) (COLLECTIVELY, THE “USA DEBTORS”). If you are, as of December 18, 2013, the holder of a Blitz Personal Injury Trust Claim against the USA Debtors, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has entered an order (the “Disclosure Statement Order”) [Docket No. ____] approving the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated as of November 12, 2013 [Docket No. 1922] (as it may be amended, modified or supplemented from time to time, the “Disclosure Statement”), which provides

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.

information to assist you in deciding how to vote on the Plan. The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The Disclosure Statement and the Plan may be examined by accessing the Debtors' website at www.kccllc.net/Blitz. In addition, you may obtain a copy of the Disclosure Statement and the Plan by contacting the Voting Agent. Please be advised that the Voting Agent is not authorized to, and will not, provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim(s) under the Plan.

VOTING DEADLINE: JANUARY 21, 2014 AT 4:00 P.M. PREVAILING PACIFIC TIME

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to the Voting Agent so that is actually received by the Voting Agent, Kurtzman Carson Consultants, LLC, by no later than **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014** (the "Voting Deadline"), at the following address:

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE TRANSMISSION, EMAIL OR ANY OTHER ELECTRONIC METHOD.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline, your vote will not count as either an acceptance or rejection of the Plan. Even if you intend to vote to reject the Plan, you must still read, complete and execute this entire Ballot.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. The Plan Proponents reserve all rights to dispute such Claim(s).

The Proposed Plan will be accepted by a Class if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Proposed Plan. **Alternatively, if no holder in Class 4(a) submits a Ballot to accept or reject the Plan, the Class 4(a) will be deemed to accept the Plan pursuant to paragraph 28 of the Disclosure Statement Order.** If the Proposed Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtors (including those Holders who abstain from voting on or reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

If you hold more than one Blitz Personal Injury Trust Claim in Class 4(a), you should receive a Ballot for each of such Claims. Each Ballot you receive is for voting only the Claim described in the Ballot. Please complete and return each Ballot you receive in accordance with the instructions provided on such Ballot. You must vote all of your Claims within a single Class under the Plan to either accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. Any Ballot that (i) does not indicate either an acceptance or rejection of the Plan, or (ii) indicates both an acceptance and rejection of the Plan will be deemed to reflect the voter's intent to accept the Plan.

In the event you are a Holder of Claim, your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules (the "Tabulation Rules") approved by the Bankruptcy Court. These Tabulation Rules are set forth in paragraph 27 of the Disclosure Statement Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Plan Proponents in any other context (e.g., the right to contest the validity or amount of any Claim for purposes of allowance under the Plan). If you wish to obtain the temporary allowance of your Claim for Plan voting purposes in a different amount or Class than the amount provided in the Tabulation Rules, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification 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.

This Ballot does not constitute, and will not be deemed, a Proof of Claim or an assertion of a Claim or Equity Interest.

If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received Ballot will supersede any and all prior Ballots.

SECTION 4.3.3 OF THE PLAN PROPOSES THAT THE CHANNELING INJUNCTION, WHICH IS AN INJUNCTION UNDER SECTION 105(A) OF THE BANKRUPTCY CODE, APPLICABLE TO ALL PERSONS AND ENTITIES, THAT RESULTS IN THE PERMANENT CHANNELING OF ALL BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE DEBTORS, THE PARTICIPATING INSURERS, WAL-MART AND CERTAIN OTHER ENTITIES, TO THE BLITZ PERSONAL INJURY TRUST FOR RESOLUTION AND PAYMENT. SIMILARLY, ARTICLE VII AND ARTICLE XV OF THE PLAN CONTAINS CERTAIN INJUNCTIONS AND RELEASES OF THE PROTECTED PARTIES. PLEASE REVIEW THESE PROVISIONS OF THE PLAN CAREFULLY BEFORE SUBMITTING YOUR BALLOT AS THESE PROVISIONS MAY AFFECT YOUR RIGHTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT KURTZMAN CARSON CONSULTANTS, LLC AT (877) 606-7519.

PLEASE READ THE FOLLOWING
INSTRUCTIONS BEFORE COMPLETING THE BALLOT.

To properly complete this Ballot and cast your vote you must:

1. For Item 1, the \$1.00 assignment of value to each Blitz Personal Injury Trust Claim will be solely for voting purposes (not for distribution purposes) and will not be binding upon the Holder, the Plan Proponents or the Blitz Personal Injury Trust for any purpose other than for voting on the Plan;
2. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2;
3. Review Item 3;
4. Sign, date and provide the remaining information requested; and
5. Return the Ballot (containing the original signature) to the Voting Agent in the provided return envelope by first class mail (postage prepaid) to

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

so as to be **received** by the Voting Agent on or before **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014**. If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. **Ballots submitted by facsimile, email or other electronic transmission will not be counted.**

IF YOU ARE AN INDIVIDUAL AND INTEND FOR YOUR COUNSEL TO VOTE YOUR CLAIM ON YOUR BEHALF, THEN PLEASE ARRANGE WITH YOUR COUNSEL TO VOTE ON YOUR BEHALF WELL IN ADVANCE OF THE VOTING DEADLINE SO THAT YOUR BALLOT IS RECEIVED BEFORE THE VOTING DEADLINE.

PLEASE COMPLETE ALL ITEMS BELOW. RETURN YOUR BALLOT BY THE VOTING DEADLINE OR IT WILL NOT BE COUNTED.

Item 1. Amount of Claim Voted. FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN, EACH HOLDER OF A BLITZ PERSONAL INJURY TRUST CLAIM WILL HAVE A SINGLE VOTE IN AN AMOUNT EQUAL TO **\$1.00**, REGARDLESS OF WHETHER THE DEBTORS HAVE SCHEDULED YOUR BLITZ PERSONAL INJURY TRUST CLAIM IN A DIFFERENT AMOUNT AND AS NONCONTINGENT, UNDISPUTED OR LIQUIDATED. **THE \$1.00 ASSIGNMENT OF VALUE TO EACH BLITZ PERSONAL INJURY TRUST CLAIM WILL BE SOLELY FOR VOTING PURPOSES (NOT FOR DISTRIBUTION PURPOSES) AND WILL NOT BE BINDING UPON THE HOLDER, THE PLAN PROPONENTS OR THE BLITZ PERSONAL INJURY TRUST FOR ANY PURPOSE OTHER THAN FOR VOTING ON THE PLAN.**

Item 2. Class 4(a) Vote. The undersigned Holder of the Claim identified in Item 1 hereby votes to **(check one box only)**:

☐ **ACCEPT** the Plan.

☐ **REJECT** the Plan.

Item 3. Certification and Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed and executed and timely returned Ballot that does not indicate either an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, will be deemed to reflect the voter's intent to accept the Plan.

Name of Claim Holder: _____

Signature: _____

If by Authorized Agent, Name and Title: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

Email: _____

Date Completed: _____

Exhibit 4B

Ballot for Class 4(b) (Blitz Personal Injury Trust Claims against the BAH Debtors)

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

**BALLOT FOR ACCEPTING OR REJECTING PLAN OF LIQUIDATION
CLASS 4(b): BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST BAH DEBTORS**

**YOU MUST SUBMIT THIS COMPLETED BALLOT
BEFORE 4:00 P.M., PREVAILING PACIFIC TIME ON
JANUARY 21, 2014**

Blitz U.S.A., Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors-in-possession (collectively, the “Debtors”), in conjunction with the Official Committee of Unsecured Creditors (the “Committee,” together with the Debtors, the “Plan Proponents”) are soliciting votes with respect to the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (as it may be amended, modified or supplemented from time to time, the “Plan”) from the Holders of certain Impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions shall have the meaning ascribed to them in the Disclosure Statement Order (defined below) or the Plan, as applicable. If you have any questions on how to complete this Ballot, please contact Kurtzman Carson Consultants, LLC (the “Voting Agent”) at (877) 606-7519 or visit the Debtors’ website at www.kccllc.net/Blitz.

THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE FOLLOWING DEBTORS: LAM 2011 HOLDINGS; AND BLITZ ACQUISITION HOLDINGS, INC. (COLLECTIVELY, THE “BAH DEBTORS”). If you are, as of December 18, 2013, the holder of a Blitz Personal Injury Trust Claim against the BAH Debtors, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has entered an order (the “Disclosure Statement Order”) [Docket No. __] approving the *Disclosure Statement for the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation*, dated as of November 12, 2013 [Docket No. 1922] (as it may be amended, modified or supplemented from time to time, the “Disclosure Statement”), which provides

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.

information to assist you in deciding how to vote on the Plan. The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The Disclosure Statement and the Plan may be examined by accessing the Debtors' website at www.kccllc.net/Blitz. In addition, you may obtain a copy of the Disclosure Statement and the Plan by contacting the Voting Agent. Please be advised that the Voting Agent is not authorized to, and will not, provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim(s) under the Plan.

VOTING DEADLINE: JANUARY 21, 2014 AT 4:00 P.M. PREVAILING PACIFIC TIME

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to the Voting Agent so that is actually received by the Voting Agent, Kurtzman Carson Consultants, LLC, by no later than **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014** (the "Voting Deadline"), at the following address:

Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE TRANSMISSION, EMAIL OR ANY OTHER ELECTRONIC METHOD.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline, your vote will not count as either an acceptance or rejection of the Plan. Even if you intend to vote to reject the Plan, you must still read, complete and execute this entire Ballot.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. The Plan Proponents reserve all rights to dispute such Claim(s).

The Proposed Plan will be accepted by a Class if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Proposed Plan. **Alternatively, if no holder in Class 4(b) submits a Ballot to accept or reject the Plan, the Class 4(b) will be deemed to accept the Plan pursuant to paragraph 28 of the Disclosure Statement Order.** If the Proposed Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtors (including those Holders who abstain from voting on or reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

If you hold more than one Blitz Personal Injury Trust Claim in Class 4(b), you should receive a Ballot for each of such Claims. Each Ballot you receive is for voting only the Claim described in the Ballot. Please complete and return each Ballot you receive in accordance with the instructions provided on such Ballot. You must vote all of your Claims within a single Class under the Plan to either accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. Any Ballot that (i) does not indicate either an acceptance or rejection of the Plan, or (ii) indicates both an acceptance and rejection of the Plan will be deemed to reflect the voter's intent to accept the Plan.

In the event you are a Holder of Claim, your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules (the "Tabulation Rules") approved by the Bankruptcy Court. These Tabulation Rules are set forth in paragraph 27 of the Disclosure Statement Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Plan Proponents in any other context (e.g., the right to contest the validity or amount of any Claim for purposes of allowance under the Plan). If you wish to obtain the temporary allowance of your Claim for Plan voting purposes in a different amount or Class than the amount provided in the Tabulation Rules, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification 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.

This Ballot does not constitute, and will not be deemed, a Proof of Claim or an assertion of a Claim or Equity Interest.

If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received Ballot will supersede any and all prior Ballots.

SECTION 4.3.3 OF THE PLAN PROPOSES THAT THE CHANNELING INJUNCTION, WHICH IS AN INJUNCTION UNDER SECTION 105(A) OF THE BANKRUPTCY CODE, APPLICABLE TO ALL PERSONS AND ENTITIES, THAT RESULTS IN THE PERMANENT CHANNELING OF ALL BLITZ PERSONAL INJURY TRUST CLAIMS AGAINST THE DEBTORS, THE PARTICIPATING INSURERS, WAL-MART AND CERTAIN OTHER ENTITIES, TO THE BLITZ PERSONAL INJURY TRUST FOR RESOLUTION AND PAYMENT. SIMILARLY, ARTICLE VII AND ARTICLE XV OF THE PLAN CONTAINS CERTAIN INJUNCTIONS AND RELEASES OF THE PROTECTED PARTIES. PLEASE REVIEW THESE PROVISIONS OF THE PLAN CAREFULLY BEFORE SUBMITTING YOUR BALLOT AS THESE PROVISIONS MAY AFFECT YOUR RIGHTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT AT KURTZMAN CARSON CONSULTANTS, LLC AT (877) 606-7519.

**PLEASE READ THE FOLLOWING
INSTRUCTIONS BEFORE COMPLETING THE BALLOT.**

To properly complete this Ballot and cast your vote you must:

1. For Item 1, the \$1.00 assignment of value to each Blitz Personal Injury Trust Claim will be solely for voting purposes (not for distribution purposes) and will not be binding upon the Holder, the Plan Proponents or the Blitz Personal Injury Trust for any purpose other than for voting on the Plan;
2. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2;
3. Review Item 3;
4. Sign, date and provide the remaining information requested; and
5. Return the Ballot (containing the original signature) to the Voting Agent in the provided return envelope by first class mail (postage prepaid) to

**Blitz Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

so as to be **received** by the Voting Agent on or before **4:00 p.m. (prevailing U.S. Pacific Time) on January 21, 2014**. If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. **Ballots submitted by facsimile, email or other electronic transmission will not be counted.**

IF YOU ARE AN INDIVIDUAL AND INTEND FOR YOUR COUNSEL TO VOTE YOUR CLAIM ON YOUR BEHALF, THEN PLEASE ARRANGE WITH YOUR COUNSEL TO VOTE ON YOUR BEHALF WELL IN ADVANCE OF THE VOTING DEADLINE SO THAT YOUR BALLOT IS RECEIVED BEFORE THE VOTING DEADLINE.

PLEASE COMPLETE ALL ITEMS BELOW. RETURN YOUR BALLOT BY THE VOTING DEADLINE OR IT WILL NOT BE COUNTED.

Item 1. Amount of Claim Voted. FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN, EACH HOLDER OF A BLITZ PERSONAL INJURY TRUST CLAIM WILL HAVE A SINGLE VOTE IN AN AMOUNT EQUAL TO **\$1.00**, REGARDLESS OF WHETHER THE DEBTORS HAVE SCHEDULED YOUR BLITZ PERSONAL INJURY TRUST CLAIM IN A DIFFERENT AMOUNT AND AS NONCONTINGENT, UNDISPUTED OR LIQUIDATED. **THE \$1.00 ASSIGNMENT OF VALUE TO EACH BLITZ PERSONAL INJURY TRUST CLAIM WILL BE SOLELY FOR VOTING PURPOSES (NOT FOR DISTRIBUTION PURPOSES) AND WILL NOT BE BINDING UPON THE HOLDER, THE PLAN PROPONENTS OR THE BLITZ PERSONAL INJURY TRUST FOR ANY PURPOSE OTHER THAN FOR VOTING ON THE PLAN.**

Item 2. Class 4(b) Vote. The undersigned Holder of the Claim identified in Item 1 hereby votes to **(check one box only)**:

☐ **ACCEPT** the Plan.

☐ **REJECT** the Plan.

Item 3. Certification and Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed and executed and timely returned Ballot that does not indicate either an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, will be deemed to reflect the voter's intent to accept the Plan.

Name of Claim Holder: _____

Signature: _____

If by Authorized Agent, Name and Title: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

Email: _____

Date Completed: _____

Exhibit 5

Confirmation Hearing Notice

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 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 [], 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’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1922] (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’ Joint Plan of Liquidation*, dated November 12, 2013 [Docket No. 1921] (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 Debtors 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 Debtors from objecting to any Claim, whether scheduled or filed or unfiled, on any grounds.

Dated: December [], 2013
Wilmington, Delaware

BY ORDER OF THE COURT

RICHARDS, LAYTON & FINGER, P.A.
Daniel J. DeFranceschi (Bar No. 2732)
Michael J. Merchant (Bar No. 3854)
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-

YOUNG CONAWAY STARGATT & TAYLOR, LLP
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Counsel for LAM 2011 Holdings, LLC and Blitz Acquisition Holdings, Inc.

WOMBLE CARLYLE SANDRIDGE & RICE, LLP
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Wilmington, Delaware 19801
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-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

Exhibit 6

The PSA

PLAN SUPPORT AGREEMENT¹

This Plan Support Agreement (the "PSA"), dated as of December 18, 2013, and effective as of the date on which all parties to this PSA have executed this PSA, is entered into by Blitz USA, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC, and MiamiOK LLC f/k/a F3Brands LLC (collectively, the "USA Debtors") and LAM 2011 Holdings, LLC and Blitz Acquisition Holdings, Inc. (together, the "BAH Debtors", and together with the USA Debtors, the "Debtors"), the Creditors' Committee, and the following holders of Covered Blitz Personal Injury Claims (collectively, the "Objecting Claimants"):

(i) Anthony Torres, Andrew Torres, Valerie Torres, Colton Warren, Cindy Nichols (collectively, the "Torres Claimants");

(ii) Tiffany St. John, Marion "B.J." Jones, Dalan Jones (a minor represented by his parents, Tiffany St. John and Marion Jones), the estate of Leiya Jones (deceased, represented by her parents, Tiffany St. John and Marion Jones) (collectively, the "Jones Claimants"),

(iii) Irene Perez, Jose Perez, and Aliha Perez (a minor represented by her mother Irene Perez) (collectively, the "Perez Claimants");

WHEREAS, on the Petition Date, each of the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court. The Chapter 11 Cases, which are captioned *In re Blitz USA, Inc. et al.*, Case No. 11-13603 (PJW), are being jointly administered by the Bankruptcy Court.

WHEREAS, each of the Objecting Claimants have asserted Blitz Personal Injury Claims against the Debtors and some of the Objecting Claimants have asserted such claims against certain third parties, including retailers of the Debtors' products.

WHEREAS, each of the Objecting Claimants timely filed proofs of claim on account of their Blitz Personal Injury Claims in accordance with the Bankruptcy Court's Blitz Personal Injury Claim Bar Date Order.

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the *Debtors' and Official Committee of Unsecured Creditors' Amended Joint Plan of Liquidation*, as may be amended, modified or supplemented from time to time (the "Plan") and such definitions are 26296/2
12/18/2013 28029136.4
RLF1 9709745v.1

WHEREAS, on July 24, 2013, the Debtors and the Creditors' Committee jointly filed motions with the Bankruptcy Court seeking approval of (i) the Insurance Settlement and (ii) the BAH Settlement.

WHEREAS, on November 12, 2013, the Debtors and the Creditors' Committee jointly filed the Plan and a corresponding disclosure statement (the "Disclosure Statement").

WHEREAS, both the Insurance Settlement and the BAH Settlement are conditioned on, *inter alia*, confirmation of a plan of reorganization for the Debtors which contains all provisions required by the Insurance Settlement and BAH Settlement.

WHEREAS, it is contemplated that if the Plan is confirmed (i) a Blitz Personal Injury Trust Agreement shall establish a Blitz Personal Injury Trust for the purpose of, *inter alia*, distributing the Settlement Amount being contributed to the Debtors' estates to Blitz Personal Injury Claimants holding Allowed Covered Blitz Personal Injury Claims and (ii) a Blitz Personal Injury TDP and a TDP Scoring System (in conjunction with the Blitz Personal Injury Trust Agreement and the Plan) shall establish the method of recovery and the ultimate recovery amount for Allowed Covered Blitz Personal Injury Claims to be paid under the Blitz Personal Injury TDP.

WHEREAS, each of the Objecting Claimants has objected to approval of the Insurance Settlement and the BAH Settlement on various grounds.

WHEREAS, an evidentiary hearing at which the Bankruptcy Court will consider whether or not to approve the Insurance Settlement is currently scheduled for December 18, 2013.

WHEREAS, a hearing at which the Bankruptcy Court will consider whether or not to approve the Disclosure Statement is currently scheduled for December 18, 2013 (the "December 18 Hearing").

WHEREAS, a hearing at which the Bankruptcy Court will consider whether or not to confirm the Plan is currently scheduled for January 27, 2014 (the "Confirmation Hearing").

WHEREAS, the Debtors, the Creditors' Committee, and the Objecting Claimants (collectively, the "PSA Parties") have reached an agreement described in this PSA to resolve the Objecting Claimants' pending objections to the Insurance Settlement and the BAH Settlement and to obtain their support for the Plan.

NOW, THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

1. The form of (i) Blitz Personal Injury TDP, (ii) TDP Scoring System, and (iii) Blitz Personal Injury Trust Agreement, attached hereto as Exhibits A, B, and C, respectively (collectively, the "TDP Documents"), are the agreed forms that shall be incorporated into the Plan and attached to any Disclosure Statement served on creditors and parties in interest in connection with solicitation of votes on the Plan. The Plan, Disclosure Statement, Insurance Settlement Motion and TDP Documents are expressly incorporated herein by reference and made a part of this PSA as if fully set forth herein at length. In the event of any inconsistency between this PSA and the Plan, the Plan shall control.

2. Without the express written consent of each of the Objecting Claimants, no substantive modifications to the TDP Documents or the Plan shall be made prior to or after the Confirmation Hearing.

3. Richard Denney (counsel to the Perez Claimants) shall be appointed as one of the four members of the Blitz Personal Injury TAC that will be established pursuant to the Blitz Personal Injury Trust Agreement.

4. Each of the Objecting Claimants agrees that, subject to the conditions that (i) the proponents of the Plan, in soliciting the votes for acceptance of the Plan, provide disclosure materials that the Bankruptcy Court determines to be in compliance with section 1126(b) of the Bankruptcy Code, (ii) the Plan (including any amendments

thereto) provides for treatment of Blitz Personal Injury Claimants in a manner consistent with the proposed treatment of such claims as provided for under the version filed with the Bankruptcy Court on December 18, 2013, and (iii) aside from non-substantive typographical corrections, the form of TDP Documents have not been substantively modified, altered, or amended from the forms attached hereto in any manner that each of the Objecting Claimants has not expressly authorized in writing, each of the Objecting Claimants will:

- (a) withdraw his or her objections to the Insurance Settlement and the BAH Settlement without prejudice to such objections being heard at the Confirmation Hearing in the event that this PSA terminates as set forth in paragraph 6 below as a result of the Debtors or the Creditors' Committee material breach of the terms of this PSA;
- (b) timely vote his or her Blitz Personal Injury Claims and any other claims or interests that he or she holds in favor of the Plan and not change, revoke or withdraw such vote;
- (c) not object to or intentionally encourage any other party-in-interest to object to the Plan on any basis or object to any efforts to obtain acceptance of, and to confirm and implement, the Plan; and will not take any action to delay or impede confirmation of the Plan or prepare or support any other plan of reorganization or take any action that is inconsistent with this PSA;
- (d) withdraw any proofs of claim he or she previously filed against any of the BAH Debtors (but not withdraw any proofs of claim filed against any of the USA Debtors).

(e) will support and take all reasonable actions necessary to facilitate confirmation of the Plan; and

(f) will not seek or support any motion for dismissal or conversion of the bankruptcy cases or seek or support any motion for the appointment of a trustee or examiner.

5. Nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of the Debtors, the Creditors' Committee or any of the Participating Insurers to obtain Bankruptcy Court approval of the Insurance Settlement at the December 18 Hearing as against any third parties other than the Objecting Claimants. For the avoidance of doubt, the Objecting Claimants' pending objections to the Insurance Settlement shall be preserved for the Confirmation Hearing but will not be asserted unless this PSA has been terminated pursuant to paragraph 6 below as a result of the Debtors or the Creditors' Committee material breach of the terms of this PSA.

6. The Objecting Claimants may terminate this PSA by written notice to counsel to the Debtors and the Creditors' Committee, in which case this PSA shall terminate and be of no further force and effect, only if any of the following occurs: (i) the Debtors and/or the Creditors' Committee jointly or separately (A) publicly announce an intention not to pursue the confirmation of the Plan or any Plan that is consistent with the Plan, (B) file or support a chapter 11 plan providing for treatment inconsistent with the Plan and the TDP Documents, or (C) do not actively oppose confirmation of a chapter 11 plan proposed by any other party that is inconsistent with the Plan or that seeks approval of TDP Documents that substantively differ from the TDP Documents attached hereto; (ii) the Plan and/or the TDP Documents are

substantively modified or amended without the express written consent of each of the Objecting Claimants; (iii) the Debtors and the Creditors Committee seek Bankruptcy Court approval of the Insurance Settlement as against the Objecting Claimants at the December 18 Hearing or at any time prior to the Confirmation Hearing, (iv) the Participating Insurers and Wal-Mart rescind or disclaim the obligation to fund the Supplemental Insurance Settlement Payment prior to confirmation, or (v) an order confirming the Plan is not entered by the Bankruptcy Court on or prior to February 15, 2014; provided however, that in the event that any confirmation order entered on or prior to February 15, 2014 is appealed or any party seeks reconsideration or modification of such order, this PSA may not be terminated on such grounds.

(a) The Debtors and the Committee may terminate this PSA upon the breach by any of the Objecting Claimants of any material obligations by written notice to counsel for the Objecting Claimants, with five (5) business days for the Objecting Claimants to cure, in which case this PSA shall terminate and be of no force and effect.

(b) This PSA, and any obligations of the PSA Parties, maybe terminated by mutual written agreement among all of the PSA Parties.

(c) Upon termination of this PSA, this PSA shall be of no further force and effect and each of the PSA Parties shall be released from their commitments, undertakings and agreements under this PSA.

(d) Subject to Bankruptcy Court approval, all parties have the requisite power and authorization to enter into this PSA and to carry out the agreements provided for herein.

7. The Participating Insurers and Wal-Mart, as defined in the Insurance Settlement, shall pay a Supplemental Insurance Settlement Payment in the sum of \$650,000 to the Blitz Personal Injury Trust on or before the Payment Date on the same terms and subject to the same conditions as the Settlement Amount thereby increasing the Settlement Amount under the Insurance Settlement Agreement to \$161,970,000. The allocation of responsibility for the additional \$650,000 shall be the subject of a separate confidential agreement not subject to disclosure absent a failure of one of the Participating Insurers or Wal-Mart to pay its allocable share.

8. Any notices, requests and demands in connection with this PSA, in order to be effective, shall be in writing and shall be deemed to have been duly given and made when served by (i) certified mail, return receipt request or (ii) by overnight delivery service, and (iii) confirmed by email service, to be addressed as follows:

To USA Debtors:

Daniel J. DeFranceschi
Michael J. Merchant
RICHARDS, LAYTON & FINGER, P.A.
920 N. King Street
Wilmington, Delaware 19801
Phone: (302) 651-7700
Facsimile: (302) 651-7701

To BAH Debtors:

Sean M. Beach
John Dorsey
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

To Creditors' Committee:

Jeffrey D. Prol
Mary E. Seymour
LOWENSTEIN SANDLER LLP
65 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 597-2500
Facsimile: (973) 597-2400

To Torres, Jones, and Perez Claimants

William P. Weintraub
Gregory W. Fox
STUTMAN TREISTER & GLATT P.C.
675 Third Avenue
New York, New York 10017
Telephone: (212) 235-0800
Facsimile: (212) 235-0842

9. This PSA, the Plan, and the TDP Documents are part of a proposed settlement of a dispute among the parties hereto. Except as expressly provided in this PSA, the Plan, or the TDP Documents: (i) nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of the PSA Parties to protect and preserve their rights, remedies and interests; and (ii) nothing contained herein effects a modification of the rights of the PSA Parties, unless and until the Plan is confirmed and becomes effective. If the transactions contemplated herein are not consummated, or if this PSA is terminated for any reason pursuant to its terms, the PSA Parties fully reserve any and all of their rights. The parties agree that this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding involving the PSA Parties other than (i) in connection with the confirmation of the Plan, including the solicitation of acceptances thereof; and (ii) in a proceeding to enforce the terms of this PSA. The execution and/or approval of this PSA does not constitute a finding or ruling that any Blitz Personal Injury Claim of any of the

Objecting Claimants are Allowed Covered Blitz Personal Injury claims and such claims will be evaluated and paid pursuant to the terms of the TDP documents.

10. This PSA constitutes the entire understanding of the PSA Parties with respect to the subject matter hereof. No representations, oral or written, other than those set forth herein may be relied on by any party in connection with the subject matter hereof.

11. No modification or amendment of the terms of this PSA shall be valid unless such modification or amendment is in writing and has been signed by each and every PSA Party.

12. No rights or obligations of any PSA Party under this PSA may be assigned or transferred to any other person or entity.

13. Unless a rule of law or procedure is governed by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof, shall govern the construction of the PSA. The execution and/or approval of this PSA does not constitute a finding or ruling that any Blitz Personal Injury Claims of any of the Objecting Claimants are Allowed Covered Blitz Personal Injury Claims and such claims will be evaluated and paid pursuant of the terms of the TDP Documents.

14. This PSA may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this PSA may be delivered by facsimile or email which shall be deemed to be an original for the purposes of this paragraph.

15. This Agreement shall become binding on the PSA Parties when counterpart signature pages for each and every PSA Party have been executed and

delivered to the Debtors and the Creditors' Committee, and enforceable upon entry of a Final Order of the Bankruptcy Court approving this Agreement.

16. It is hereby acknowledged by the PSA Parties that no consideration shall be due or paid to the Objecting Claimants in exchange for their withdrawal of their objections to the Insurance Settlement and the BAH Settlement and their support of the Plan.

17. This Agreement is not, and shall not be deemed to be, a solicitation for votes in favor of the Plan, which shall be in compliance with applicable law including sections 1125 and 1126 of the Bankruptcy Code. Each Objecting Claimant's acceptance of the Plan shall not be solicited until it has received the disclosure statement for the Plan as approved by the Bankruptcy Court.

18. All parties have been represented by counsel in connection with the PSA.

19. It is understood and agreed to by the PSA Parties that money damages would be an insufficient remedy for any breach of this PSA by and any of the PSA Parties and each non-breaching party shall be entitled to specific performance or other equitable relief as a remedy for such breach including, without limitation, an order from the Bankruptcy Court or other court of competent jurisdiction requiring any PSA Party to promptly comply with any of its obligations hereunder.

20. Objecting Claimants shall consent to and support motions staying all litigation of their underlying tort law suits pending confirmation of the Plan or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this PSA to be executed and delivered by their respective duly authorized representatives, solely in

their respective capacity and not in any other capacity, as of the date first set forth above.

USA Debtors

By: _____
Name:
Title:

BAH Debtors

By: _____
Name:
Title:

Creditors' Committee

By: _____
Name:
Title:

Torres Claimants

By: _____
Name:
Title:

Jones Claimants

By: _____
Name:
Title:

Perez Claimants

By: _____
Name:
Title:

EXHIBIT A

Blitz Personal Injury TDP

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

In re:

BLITZ U.S.A., INC.,

Debtors.

Chapter 11

Case No. 11-13603 (PJW)

(Jointly Administered)

BLITZ PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

The Blitz Personal Injury Trust Distribution Procedures (the “Blitz Personal Injury TDP”) contained herein provide for resolving all Covered Blitz Personal Injury Claims for which the Blitz Personal Injury Trust has legal responsibility, as provided in and required by the Plan and the Blitz Personal Injury Trust Agreement. The Plan and Blitz Personal Injury Trust Agreement establish the Blitz Personal Injury Trust. The Blitz Personal Injury Trustee shall implement and administer the Blitz Personal Injury Trust and this Blitz Personal Injury TDP in accordance with the Plan and the Blitz Personal Injury Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan, the Blitz Personal Injury Trust Agreement and/or the TDP Scoring System.

Section I

Introduction

1.1 Purpose. This Blitz Personal Injury TDP has been adopted pursuant to the Plan and the Blitz Personal Injury Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for all Covered Blitz Personal Injury Claims that may presently exist in substantially the same manner.

Section II

Overview

2.1 Blitz Personal Injury Trust Goals. One of the goals of the Blitz Personal Injury Trust is to treat all holders of Covered Blitz Personal Injury Claims (collectively, the “Covered Claimants”) equitably. The Blitz Personal Injury TDP furthers that goal by setting forth procedures for processing and paying Covered Blitz Personal Injury Claims,

with the intention of paying all holders of substantially similar Covered Blitz Personal Injury Claims substantially similar distributions of value on account of such claims taking into account the rights such holders would have had in the tort system¹ absent the Debtors' bankruptcy and confirmation of the Plan. The Blitz Personal Injury TDP was created to employ a methodology to compensate Covered Claimants in accordance with the severity and extent of their injuries, and to ensure that similarly-situated Covered Claimants are compensated equitably and on an impartial basis, with the intention of paying all holders of Covered Blitz Personal Injury Claims as equivalent a share as possible of the value of their Claims based on values established by the Blitz Personal Injury Trust for the level of injury incurred by the Covered Claimant. To this end, this Blitz Personal Injury TDP establishes a procedure for determining Threshold Components, Gross Scores, Offer Amounts and Final Offer Amounts, which are set forth in the TDP Scoring System attached as Exhibit A hereto and incorporated herein. The Blitz TDP Scoring System shall be used to determine the distribution values, if any, to which holders of Covered Blitz Personal Injury Claims shall be entitled. The TDP Scoring System has been developed with the intention of achieving fair allocations and distributions of the Blitz Personal Injury Trust's funds among Covered Claimants suffering from different levels of injury in light of the best available information considering the severity of those injuries, and the rights Covered Claimants would have had in the tort system absent Blitz's bankruptcy and confirmation of the Plan. In addition, the Blitz Personal Injury TDP also creates a separate fund to compensate Covered Claimants with (i) burn injuries of less than 15% TBSA, (ii) injuries or losses

¹ As used in the Blitz Personal Injury TDP, the phrase "in the tort system" shall mean "in litigation proceedings".

other than burn injuries², and (iii) particular types injuries and/or death caused by burn injuries that warrant additional compensation based upon unique or non-standard injuries that cannot be readily compensated through the mechanism being used to compensate the majority of Covered Claimants with burn injuries of more than 15% TBSA.

2.2 Claims Liquidation Procedures. Covered Blitz Personal Injury Claims shall be processed based on the criteria and in the manner set forth in the TDP Scoring System. The Blitz Personal Injury Trust shall take all reasonable steps to resolve Covered Blitz Personal Injury Claims as efficiently and expeditiously as possible at each stage of claims processing and review. To this end, the Blitz Personal Injury Trust, in its sole discretion, may conduct settlement discussions with Covered Claimants' representatives with respect to more than one claim at a time, provided that each Claim is individually evaluated pursuant to the valuation factors set forth in the TDP Scoring System.

Section III

Personal Injury TDP Administration

3.1 Personal Injury Trust Advisory Committee. Pursuant to the Plan and the Blitz Personal Injury Trust Agreement, the Blitz Personal Injury Trust and this Blitz Personal Injury TDP shall be administered by the Blitz Personal Injury Trustee in consultation with the Blitz Personal Injury TAC, which represents the interests of holders of Covered Blitz Personal Injury Claims. The Blitz Personal Injury Trustee shall obtain the consent of the Blitz Personal Injury TAC on any amendments to these Procedures pursuant to Section 7.1 below, and on such other matters as are otherwise required below and in Section 2.2(f) of the Blitz Personal Injury Trust Agreement. The Blitz Personal

² This is not intended to cover derivative claims such as loss of consortium but does cover situations where there is a property damage claim arising from an occurrence where no claimants suffered a burn injury.

Injury Trustee shall also consult with the Blitz Personal Injury TAC on such matters as are provided below and in Section 2.2(e) of the Blitz Personal Injury Trust Agreement. The initial members of the Blitz Personal Injury TAC are identified in the Blitz Personal Injury Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Blitz Personal Injury Trustee shall provide written notice to the Blitz Personal Injury TAC of the specific amendment or other action that is proposed. The Blitz Personal Injury Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Procedures described in Sections 2.2 and 6.1 of the Blitz Personal Injury Trust Agreement.

Section IV

Resolution of Covered Blitz Personal Injury Claims Liquidated Pre-Petition.

4.1 Processing and Payment. Covered Blitz Personal Injury Claims that were liquidated by final judgment or a fully executed settlement agreement prior to the Petition Date shall be allowed in the amount set forth in the judgment or settlement agreement and shall not be scored under the TDP Scoring System. Allowed Covered Blitz Personal Injury Claims that were so liquidated pre-petition shall be placed in the FIFO Payment Queue on the Effective Date and shall be paid at the same time that Covered Claims that accept their Offer Amounts pursuant to paragraph H of the TDP Scoring system are paid.

Section V

Claims Materials

5.1 Claims Materials to be Provided by the Claimant. Covered Claimants shall provide the Blitz Personal Injury Trustee with the supporting documentation as set forth in the TDP Scoring System. Moreover, each Covered Claimant will have provided

material as required by the proof of claim requirements set forth by the Bankruptcy Court in the underlying bankruptcy proceeding. A Covered Claimant may also provide any additional supplemental information about their claim or damages to the Blitz Personal Injury Trustee.

Section VI

General Guidelines for Liquidating and Paying Claims

6.1 Showing Required. To establish a valid Covered Blitz Personal Injury Claim, a Covered Claimant must meet the requirements set forth in this Blitz Personal Injury TDP and as further described in the TDP Scoring System. The Blitz Personal Injury Trust may require the submission of medical records or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards to assure that such evidence is reliable. To the extent any private health information is obtained, such information will be kept confidential and not disclosed to any unauthorized individual. An unauthorized individual would be any person other than the Blitz Personal Injury Trustee, a member of the Blitz Personal Injury TAC, or any person not performing Blitz Personal Injury Trust related duties at the direction of the Blitz Personal Injury Trustee or the Blitz Personal Injury TAC.

6.2 Costs Considered. Notwithstanding any provisions of this Blitz Personal Injury TDP to the contrary, the Blitz Personal Injury Trustee shall always give appropriate consideration to the cost of investigating and identifying invalid Covered Blitz Personal Injury Claims so that the payment of allowed Covered Blitz Personal Injury Claims is not further impaired by such processes with respect to issues related to the validity of the medical and liability evidence supporting a Covered Blitz Personal

Injury Claim. The Blitz Personal Injury Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Blitz Personal Injury Trust so that allowed Covered Blitz Personal Injury Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Blitz Personal Injury Trustee, in appropriate circumstances, from contesting the validity of any Claim against the Blitz Personal Injury Trust whatever the costs, or to decline to accept liability and medical evidence from sources that the Blitz Personal Injury Trustee has determined to be unreliable pursuant to the claims evaluation process described herein and in the TDP Scoring System.

6.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Payment Queue requirements set forth in the TDP Scoring System, the Blitz Personal Injury Trustee shall proceed as quickly as possible to liquidate Covered Blitz Personal Injury Claims, and shall make payments to holders of such Claims in accordance with this Blitz Personal Injury TDP promptly as Covered Claims are liquidated. All distributions the Blitz Personal Injury Trust makes on account of Allowed Covered Blitz Personal Injury Claims shall be final and, other than for demonstrative mathematical errors, shall not be subject to recapture or disgorgement by the Blitz Personal Injury Trust or any other party.

There can be no guarantee of a specific recovery to Covered Claimants due to the fact that Covered Blitz Personal Injury Claims are presently unliquidated, the amounts to be paid on account of such claims is unresolved, and the amount of expenses and indemnification obligations that the Blitz Personal Injury Trust will incur are unknown.

However, the proposed allocations attached hereto as Exhibit B are the best current estimate of the distributions to be made to Covered Claimants from the Non-Appealing Fund based on the assumptions that (i) the Covered Claimants can support the level of injury and other compensation sought in their respective proofs of claim (with the understanding that (a) Covered Claimants who provide documentation supporting a higher recovery than sought in their proof of claim may receive Offer Amounts greater than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts, and (b) Covered Claimants who provide documentation supporting a lower recovery than sought in their proof of claim may receive Offer Amounts less than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts, and (ii) the Covered Claimants can satisfy the Threshold Components set forth in the TDP Scoring System. The Blitz Personal Injury Trustee shall use his or her best efforts to conform the Offer Amount for each Covered Claimant that satisfies the Threshold Components and provides sufficient proof of the severity of his or her injuries with the Offer Amount shown for such Covered Claimant on Exhibit B, less any General Costs and Individual Costs allocable to such claimant and treat similar claims equally consistent with his or her duties as Blitz Personal Injury Trustee and the purposes of the Blitz Personal Injury Trust.

6.4 Punitive Damages. In determining the value of a Covered Blitz Personal Injury Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system, nor shall punitive or exemplary damages be payable with

respect to any Covered Blitz Personal Injury Claim litigated against the Blitz Personal Injury Trust in the tort system.

6.5 Appeal Process. If the holder of a disputed Covered Blitz Personal Injury Claim disagrees with the Personal Injury Trust's Offer Amount as determined under the TDP Scoring System, the Covered Claimant may reject the Offer Amount as follows:

(i) if the Covered Claimant rejects the Offer Amount proposed to it from the Non-Appealing Fund and does not meet any of the enumerated criteria for application to the Special Circumstances Fund, such Covered Claimant may only appeal (as set forth below) his or her Offer Amount (including an Offer Amount of \$0) on the grounds that such Offer Amount was based on an incorrect or improper application of the factors or formulas set forth in the TDP Scoring System (including whether the Threshold Components have been satisfied). The Blitz Personal Injury Trustee shall set aside a reserve amount equal to the Final Offer Amount for each Covered Claimant that filed such an appeal. No Covered Claimant appealing his or her Offer Amount shall be eligible to receive any compensation from the Special Circumstances Fund unless such Covered Claimant meets one of the enumerated criteria listed in paragraph H of the TDP Scoring System; and

(ii) if the Covered Claimant meets one of the enumerated criteria listed in paragraph H of the TDP Scoring System, such Covered Claimant may apply to the Blitz Personal Injury Trustee to be paid from the Special Circumstances Fund. If a Covered Claimant with a claim against the Special Circumstances Fund believes that (a) the Blitz Personal Injury Trustee incorrectly concluded that the Applicant did not meet any of the enumerated criteria listed in paragraph H of the TDP Scoring System, or (b) following

the mandatory mediation required under the TDP Scoring System, the Final Offer Amount determined by the Blitz Personal Injury Trustee is inadequate relative to Final Offer Amounts received by other Covered Claimants with claims against the Special Circumstances Fund, such Covered Claimant may appeal the Final Offer Amount as set forth below, with all costs associated with such appeal treated as "Individual Costs" under the TDP Scoring System. In the event a Covered Claimant with a claim against the Special Circumstances Fund appeals his or her Final Offer Amount, the Blitz Personal Injury Trustee may (in consultation with the Blitz Personal Injury TAC) set aside an appropriate reserve from the Special Circumstances Fund in an amount that in the Blitz Personal Injury Trustee's estimation is reasonably sufficient to protect such appellant. Notwithstanding any appeals, any funds not reserved from the Special Circumstances Fund for an appellant shall be promptly distributed to the Covered Claimants with claims against the Special Circumstances Fund whose claims have been Allowed by the Blitz Personal Injury Trustee and accepted by the Covered Claimants.

6.5(a) Establishment of ADR Procedures.

The Blitz Personal Injury Trust, with the consent of the Blitz Personal Injury TAC, shall develop and adopt the ADR Procedures, which shall provide for mediation or binding arbitration to resolve disputes concerning whether the Blitz Personal Injury Trust's rejection or denial of a Covered Blitz Personal Injury Claim or award from the Special Circumstances Fund was proper. Proceedings under the ADR Procedures shall also be available for resolving disputes over the liquidated value of a disputed Covered Blitz Personal Injury Claim.

In all arbitrations or mediations, the arbitrator shall consider the Threshold Components set forth in the TDP Scoring System. In the case of an arbitration or mediation involving the liquidated value of a Covered Blitz Personal Injury Claim, the arbitrator shall consider the same valuation factors that are set forth in the TDP Scoring System. Any disputes regarding confidentiality shall be resolved by the arbitrator.

With respect to all Covered Blitz Personal Injury Claims eligible for arbitration, the Covered Claimant, but not the Blitz Personal Injury Trust, may elect mediation or binding arbitration. The ADR Procedures may be modified by the Blitz Personal Injury Trust with the consent of the Blitz Personal Injury TAC.

6.5(b) Claims Eligible for Mediation or Arbitration. In order to be eligible for mediation or arbitration, the Covered Claimant must first complete claim review in the Gross Scoring System and Special Circumstances processes, if applicable, as set forth in the TDP Scoring System. Claim review shall be treated as completed for these purposes when (i) in circumstances where the Covered Claimant does not meet one of the criteria in the TDP Scoring System for application or entry to the Special Circumstances Fund, the Blitz Personal Injury Trustee has made an Offer Amount to a Covered Claimant that the Covered Claimant does not believe is appropriate and the Covered Claimant has timely rejected his or her Offer Amount by serving a notice of rejection of Offer Amount and intent to seek binding arbitration or mediation, (ii) in circumstances where the Covered Claimant meets one of the criteria in the TDP Scoring System for application or entry to the Special Circumstances Fund, the Covered Claimant has rejected the liquidated value resulting from the Final Offer and the Covered Claimant has notified the Blitz Personal Injury Trust of the rejection in writing, or (iii) in

circumstances where a claimant fails to meet any the Threshold Components set forth in the TDP Scoring System, the claimant disputes the determination that he or she failed to meet the Threshold Components and has notified the Blitz Personal Injury Trust of such dispute in writing.

6.5(c) Suits in the Tort System. If the holder of a disputed Covered Blitz Personal Injury Claim disagrees with the result obtained in mediation or non-binding arbitration, the holder may file suit in the jurisdiction where the underlying injury occurred. For the avoidance of doubt, a Covered Claimant may not commence suit against the Blitz Personal Injury Trust until after he or she has first completed mediation or arbitration in compliance with the ADR Procedures to be established by the Blitz Personal Injury Trust. Any such lawsuit must be filed by the Covered Claimant in her or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, provided however, Claims arising out of a single incident may be brought together in a single action. All defenses that could have been asserted by the Debtors or any Released Party with respect to a Covered Blitz Personal Injury Claim shall be available on a non-exclusive basis to the Blitz Personal Injury Trust in such litigation. If the Covered Claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the Bankruptcy Court, the case shall be treated as a personal injury case (not a wrongful death case) even if the Covered Claimant has died during the pendency of the Claim. Under no circumstances shall interest be paid under any statute on any judgments obtained in the tort system.

6.5(d) Releases. The Blitz Personal Injury Trustee shall have the discretion consistent with the terms of the Settlement Term Sheet to determine the form and substance of the releases to be provided by a Covered Claimant to the Blitz Personal Injury Trust provided; however that the release shall be in a form consistent with the terms of the Settlement Term Sheet. As a condition to making any payment to a Covered Claimant, the Blitz Personal Injury Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law but only if consistent with the terms of the Settlement Term Sheet. The Blitz Personal Injury Trust shall provide the proposed form of release to the Insurance Settling Parties, and shall obtain the written consent of the Insurance Parties to such proposed form, which consent shall not be unreasonably withheld, prior to commencing the payment process. Execution of a release by the Covered Claimant shall be a condition precedent to receiving funds from the Blitz Personal Injury Trust.

6.6 Third-Party Services. Nothing in this Blitz Personal Injury TDP shall preclude the Blitz Personal Injury Trust from contracting with another claims resolution organization to provide services to the Blitz Personal Injury Trust so long as decisions about the categorization and liquidated value of Covered Blitz Personal Injury Claims are based on the relevant provisions of this Blitz Personal Injury TDP, including the TDP Scoring System.

Section VII

Miscellaneous

7.1 Amendments. Except as otherwise provided herein, the Blitz Personal Injury Trustee may amend, modify, delete, or add to any provisions of this Blitz Personal Injury TDP (including, without limitation, amendments to conform this Blitz Personal Injury

TDP to changes in circumstances), provided they first obtain the consent of the Blitz Personal Injury TAC, pursuant to the Consultation Procedures set forth in Sections 2.2 and 6.1 of the Blitz Personal Injury Trust Agreement. However, the following may not be amended: (i) the TDP Scoring System, (ii) the enumerated criteria listed in paragraph H of the TDP Scoring System for application to the Special Circumstances Fund, (iii) the amounts allocated to the Non-Appealing Fund and the Special Circumstances Fund, (iv) the mechanisms for allocating costs and expenses to Covered Claimants (including the Cost Reserve mechanism described in section 3.1 of the Blitz Personal Injury Trust Agreement), (v) the mechanism for review and objection to fees and expenses incurred by the Blitz Personal Injury Trustee described in section 4.5 of the Blitz Personal Injury Trust Agreement, or (vi) this section 7.1.

7.2 Severability. Should any provision contained in this Blitz Personal Injury TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Blitz Personal Injury TDP.

7.3 Governing Law. Except for purposes of determining the liquidated value of any Covered Blitz Personal Injury Claim, administration of this Blitz Personal Injury TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Covered Blitz Personal Injury Claims in the case of review under the TDP Scoring System, mediation, arbitration or litigation in the tort system shall be the law of the Covered Claimant's jurisdiction.

EXHIBIT A

EXHIBIT B

EXHIBIT B

TDP Scoring System

The TDP Scoring System

Upon receipt by the Blitz Personal Injury Trust of the Insurance Settlement Payment and the BAH Settlement Payment, two funds shall be created to fund payments to Covered Claimants under this TDP Scoring System, the first in the amount of \$129,820,000 is defined as the "Non-Appealing Fund," and the second in the amount of \$30,000,000 is defined as the "Special Circumstances Fund." Blitz Personal Injury Trust Claims that are not Covered Claims shall not be treated under the TDP Scoring System and shall be governed by Section 4.3.2 of the Plan and Section 2.3(b) through 2.3(f) of the Blitz Personal Injury Trust Agreement. The monies in the Non-Appealing Fund and the Special Circumstances Fund, minus the costs and expenses allocated to each fund as provided herein, shall be used to make payments to Covered Claimants (defined below) on account of Allowed Covered Blitz Personal Injury Claims as set forth below.

In order to achieve consistent and fair valuations for Covered Blitz Personal Injury Claims, and to arrive at a value for Covered Blitz Personal Injury Claims pursuant to Section VI of the Blitz Personal Injury TDP, the Blitz Personal Injury Trust shall employ the TDP Scoring System, which consists of the following components:

- (1) Blitz Product Identification
- (2) Causation
- (3) Statute of Limitations/Repose
- (4) Offer Amount
- (5) Special Circumstances
- (6) Final Offer Amount

The filing of a proof of claim on or prior to the Supplemental Bar Date of October 14, 2013 at 5:00 p.m. (Pacific), delivery of all materials required by the Personal Injury POC form (including medical records) no later than ten (10) calendar days after the Confirmation Hearing, and a positive finding by the Blitz Personal Injury Trustee on Blitz Product Identification, Causation, and Statute of Limitations/Repose (collectively, the "Threshold Components") are threshold requirements that must be met in order to participate in the Gross Scoring and Special Circumstances distributions set forth in this TDP Scoring System. In order to qualify for compensation under the Blitz Personal Injury TDP, a holder of a Covered Blitz Personal Injury Claim (each a "Covered Claimant") must receive a positive assessment for each of the Threshold Components from the Blitz Personal Injury Trustee. The Blitz Personal Injury Trustee is entitled to (i) consult with the Blitz Personal Injury TAC and (ii) retain qualified experts to assist the Blitz Personal Injury Trustee in all aspects of the assessment. If a positive assessment is provided for each of the Threshold Components, the Covered Blitz Personal Injury Claim will proceed to an assessment of a Gross Score for the Covered Blitz Personal Injury Claim. The Gross Score will then be adjusted into an Offer Amount as set forth below in paragraph G. In the event that a Covered Blitz Personal Injury Claim does not receive a positive assessment for each Threshold Component, such Covered Blitz Personal Injury Claim will not receive a Gross Score

or an Offer Amount and will be disallowed. Other than the funds allocated to the Special Circumstances Fund (which will be distributed as described in paragraphs H, I and K below), all unused funds remaining in the Non-Appealing Fund after payment or an allocation of a payment amount has been made to all Covered Claimants shall be distributed to Covered Claimants pro rata according to each Claimant's Settlement Percentage as calculated pursuant to paragraph G below.

A. Blitz Product Identification Threshold

A positive Blitz Product identification may be established by all or some of the following factors:

1. Credible Covered Claimant testimony by deposition or sworn affidavit positively identifying the Blitz Product;
2. If the Covered Claimant was not the owner of the gasoline container, credible testimony of the owner of the container by deposition or sworn affidavit identifying the Blitz Product;
3. Actual production of the Blitz Product;
4. Photographs of the Blitz Product with appropriate materials authenticating the Blitz Product as being the container involved in the underlying injury; or
5. Other credible documentary proof as determined and/or required by the Blitz Personal Injury Trustee with input from the Blitz Personal Injury TAC in situations where the identification is deemed to be questionable.

In situations where the Blitz Personal Injury Trustee, in consultation with the Blitz Personal Injury TAC, determines that there are questions regarding product identification, the Blitz Personal Injury Trustee may employ professionals with experience in gas can identification to assist in assessing the product identification determination. The Blitz Personal Injury Trustee in his or her discretion shall then determine whether the evidence on product identification is sufficient.

B. Causation Threshold

The Causation Threshold requires the Covered Claimant to establish that the Covered Claimant was in fact injured in a manner that would be compensable in a lawsuit against the Debtors, as a product manufacturer, in the venue in which the incident occurred. Causation requires a report written pursuant to *NFPA 921's Guide for Fire and Explosion Investigations* by a trained fire investigator concluding that the Covered Claimant was injured in a manner that would be compensable against a product manufacturer. The Blitz Personal Injury Trustee, in consultation with the Blitz Personal Injury TAC, and if necessary and appropriate, with experts in fire investigation, may require additional information regarding causation if the Blitz Personal Injury Trustee determines there are questions about causation. After consultation with the Blitz Personal Injury TAC, the Blitz Personal Injury Trustee has discretion to employ professionals with experience in gas can fire and explosion evaluation to assist in assessing the evidence of

causation. The Blitz Personal Injury Trustee, in consultation with the Blitz Personal Injury TAC and experts, shall determine whether the evidence on causation is sufficient.

C. Statute of Limitations/Repose Threshold

If a Covered Blitz Personal Injury Claim is barred by the longest applicable statute of limitations or repose, the claim will not be eligible for further consideration by the Blitz Personal Injury Trust and will not be entitled to any distribution from the Blitz Personal Injury Trust. The Blitz Personal Injury Trustee, in consultation with the Blitz Personal Injury TAC, shall make this threshold determination.

D. Materials to be Provided by Covered Claimants

In order to receive a distribution based upon Gross Score or Special Circumstances, each Covered Claimant must provide all information reasonably required by the Blitz Personal Injury Trustee in consultation with the Blitz Personal Injury TAC and experts employed by the Blitz Personal Injury Trustee (if any), including information filed with a Covered Claimants' proof of claim. If the Covered Claimant decides to make application to the Special Circumstances Fund, the Covered Claimant can provide along with his or her application such supplemental information as the Covered Claimant deems necessary to support his or her Special Circumstances claim and must provide all information reasonably requested by the Blitz Personal Injury Trustee in consultation with the Blitz Personal Injury TAC and/or experts employed by the Blitz Personal Injury Trustee (if any). Pursuant to the Blitz Personal Injury TDP, the Blitz Personal Injury Trustee, the Blitz Personal Injury TAC, and experts employed by the Blitz Personal Injury Trustee (if any), may receive private health information from the Covered Claimants. To the extent any private health information is obtained, such information will be kept confidential and not disclosed to any unauthorized individual. An unauthorized individual would be any person not listed above in this paragraph or any person not performing Blitz Personal Injury Trust related duties at the direction of any of the entities listed.

E. Gross Score Determination for Blitz Personal Injury Trust Claims

The objective of the Blitz Personal Injury Trust is to compensate Covered Claimants in a manner that ensures that Covered Claimants are treated accurately and reasonably in light of the limited assets available to satisfy Covered Blitz Personal Injury Claims and the uncertainty regarding the total value of Covered Blitz Personal Injury Claims that will finally receive payment from the Blitz Personal Injury Trust. The Blitz Personal Injury TDP was created to employ a methodology to compensate Covered Claimants in accordance with the severity and extent of their injuries, and to ensure that similarly situated Covered Claimants are compensated equitably. Furthermore, the Blitz Personal Injury TDP was created to compensate the Covered Blitz Personal Injury Claimants for the economic and non-economic damages they could legally claim if the Debtors had not filed for Chapter 11 bankruptcy. Percentage of total body surface area burned with second or third degree burns ("%TBSA") and the degree of burn injury will be determined by the Covered Claimant's hospital discharge summary. If there is no hospital discharge summary, then a hospital admission will be used. If there is no hospital admission,

then an emergency room report will be used to determine %TBSA. Solely in instances where the discharge summary, the hospital admission, and the emergency room report do not specify the exact %TBSA of a burn victim, any and all additional relevant and reliable materials (including, without limitation, an autopsy report) may be considered by the Blitz Personal Injury Trustee to establish %TBSA. The following procedure will be used to compensate those who suffer from burn injuries equal to or greater than 15% TBSA. All Covered Blitz Personal Injury Claims for burn injuries involving less than 15% TBSA and property damage claims arising from an occurrence where no claimants suffered a burn injury, shall go straight into the Special Circumstances Fund without any Gross Score calculation and any distribution on such claims shall come solely from the Special Circumstances Fund.

For Covered Claimants with 15% TBSA or greater who survived their burns, compensable damages from the Non-Appealing Fund shall consist of only the following:

1. pain & suffering;
2. loss of enjoyment of life;
3. lost earning capacity and household services; and,
4. past and future medical costs.

For Covered Claimants who are survivors of deceased burn victims, compensable damages from the Non-Appealing Fund shall consist of only the following:

1. pain and suffering incurred by their decedent while alive;
2. past medical expenses; and
3. loss of financial support and services they potentially would have received from their decedent.

Compensable damages for Covered Claimants referenced in the two preceding paragraphs shall be computed as follows:

1. Pain and suffering is calculated based on a Covered Claimant's or decedent's days hospitalized in relation to %TBSA.
 - a. For all Covered Claimants or decedents, other than those receiving care from Shriners' Hospital for Children, or a similarly situated facility, as noted in Section "F" below, "Days Hospitalized" or "days in the hospital" shall be determined based on a Covered Claimant or decedent's %TBSA, as noted in the 2012 National Burn Repository Report.
 - b. For a Covered Claimant or decedent receiving care from Shriners' Hospital for Children, or a similarly situated facility, as noted in Section "F" below, "Days Hospitalized" or "days in the hospital" shall mean the number of days actually spent in an accredited hospital as a result of a Covered Claimant's injuries attributable to a Blitz Product as of the day of the Confirmation Hearing and shall include both days for initial hospitalization and any subsequent hospitalizations caused by their injuries attributable to the Blitz Product.

- c. The annual average value of life is \$356,000.00,¹ making the daily value of life approximately \$1,000.00.
 - d. Pain and suffering damages are calculated using the following formula:
 - i. Days hospitalized x daily value of life
 - ii. E.g., 50 days hospitalized x \$1,000.00 = \$50,000.00
2. Loss of enjoyment of life is diminished in relationship to age and %TBSA.
- a. The accepted measure for loss of enjoyment of life is quality adjusted life years.
 - b. For Covered Claimants under 18 years old, 15% annual quality of life is lost for every % of TBSA.
 - c. For persons over 18 years old, 5% annual quality of life is lost for every % of TBSA.
 - i. E.g., Covered Claimant under 18 years old with 50% TBSA, annual quality of life is calculated by $15\% \times 50 = 7.5\%$.
 - ii. E.g., Covered Claimant over 18 years old with 50% TBSA, annual quality of life is calculated by $5\% \times 50 = 2.5\%$.
 - iii. Annual loss of enjoyment of life is calculated using the following formula:
 - a. Annual predicted quality of life lost x annual average value of life.
 - b. E.g., 10% lost quality of life x \$356,000.00 (see fn 1) = \$35,600.00
 - iv. Lifetime loss of enjoyment of life is calculated using the following formula:
 - a. Annual loss of enjoyment of life x remaining life expectancy²
 - b. E.g., \$35,600 x 40 years remaining life expectancy = \$1,424,000.00
3. Lost earning capacity and household services are calculated based on gender, age and %TBSA.
- a. Impairment to earn and perform services is based on disability ratings published U.S. Department of Veteran Affairs (38 CFR 4.118).
 - b. Impairment rating is based on age and %TBSA and is equal to a sliding scale averaging 1.2% impairment for each %TBSA capped at 100%.
 - i. E.g., 10% TBSA \approx approximately 12% loss of earning capacity.
 - ii. E.g., 60% TBSA \approx approximately 72% loss of earning capacity.
 - c. Pre-injury lifetime value of earning capacity and household services is determined by gender and age as published in "Economic Productivity by Age and Sex 2007"

¹ The annual average value of life is calculated using a population average age of 38.6 (<https://www.census.gov/population/age/data/2011comp.html>) and an annual real discount rate of 3% after the 2008 value was adjusted to a 2012 level using the Consumer Price Index.

² Life expectancy, by gender, is the average remaining years yet to be lived for those persons reaching any certain age alive. Source: National Center for Health Statistics as published in *U.S. Life Tables, 2008* (http://www.cdc.gov/nchs/data/nvsr/nvsr61/nvsr61_03.pdf).

Estimates for the United States" (*Medical Care*, Volume 47, Number 7 Supplement 1, July 2009).

- i. Loss = Impairment % x pre-injury lifetime value of earning capacity and household services.
 - ii. E.g., 25 year old male earnings and services = \$2.1 million
 - iii. E.g., 60% TBSA \approx 72% impairment rating
 - iv. E.g., 72% x \$2.1 million \approx \$1.5 million
 - d. Lost earning capacity and household services is calculated based on the following formula:
 - i. Percent of loss of earning capacity x life earning capacity
 - ii. E.g., 25 year old on average makes \$2 million for entire life
 - iii. E.g., 25 year old w/ 60% TBSA = 100% loss of earning capacity
 - iv. E.g., 100% x 2 million = \$2,000,000.00
4. Past medical expenses (including as set forth in paragraph F below) are to be provided by each Covered Claimant. The Covered Claimant's past medical expenses will be added to the other elements of recovery in determining the Covered Claimant's Gross Score.
5. Future medical expenses will be estimated by creating a sliding scale of available total life care plan numbers based on %TBSA.
 - a. The life care plan number is then divided by life expectancy for an annual future medical figure.
 - b. The annual future medical figure is then multiplied by the remaining life expectancy.
6. Loss of financial support and services is delineated by gender and age.
 - a. For deceased victims under age 25, lost earnings and service are reduced by 80% to account for personal consumption.
 - b. For deceased victims 25 years and older, lost earnings and service are reduced by 25% to account for personal consumption.
 - c. Loss of financial support and services is calculated using the following formula:
 - a. Pre-death lifetime value of earning capacity and household services is determined by gender and age as published in "Economic Productivity by Age and Sex 2007 Estimates for the United States" (*Medical Care*, Volume 47, Number 7 Supplement 1, July 2009).
 - i. Loss for survivors of deceased victims under age 25 = lifetime value \times 20%
 - ii. Loss for survivors of deceased victims ages 25 & over = lifetime value \times 75%

- iii. E.g., \$1.7 million pre-death value at age 10. Loss \approx \$1.7 million \times 20% = \$340,000.
- iv. E.g., \$1.1 million pre-death value at age 50. Loss \approx \$1.1 million \times 75% = \$825,000.

Any Covered Claimant who suffered burn injuries that cannot provide medical documentation acceptable to the Blitz Personal Injury Trustee establishing a %TBSA equal to or greater than 15% will not be included in the Gross Scoring process. Rather than receiving a Gross Score and Initial Offer, any Covered Claimant seeking compensation for burns comprising less than 15% TBSA will be accepted into the Special Circumstances Fund set forth in paragraph I. All Covered Claimants must have satisfied the Threshold Components as defined above before being accepted into the Special Circumstances Fund. If the Blitz Personal Injury Trustee, in consultation with the Blitz Personal Injury TAC, has any reason to question the amount and/or extent of injuries suffered by a Covered Claimant, the Blitz Personal Injury Trustee is empowered to retain an outside consultant regarding the extent of Covered Claimant's injuries and the Blitz Personal Injury Trustee is entitled to make adjustments to the Covered Claimants Gross Score as necessary based upon that consultation. Covered Claimants shall provide all information requested by the Blitz Personal Injury Trustee regarding any Threshold Component and any aspect of his or her damage claim.

F. Adjustments to the Gross Score for Past Medical Treatment at the Shriners Hospital for Children

With respect to the calculation of a Covered Claimant's past medical expenses as a component of a Covered Claimant's Gross Score, the Blitz Personal Injury TDP recognizes that a number of Covered Claimants received substantial medical care from the Shriners Hospital for Children. The Shriners Hospital for Children is a network of non-profit hospitals that provide medical care for minor children with severe burns and customarily does not charge for its medical services. In order to compensate those Covered Claimants treated at Shriners Hospital for Children equitably in comparison with other Covered Claimants with substantially similar injuries who underwent substantially similar medical treatments, the value of past medical expenses for Covered Claimants treated at Shriners Hospital for Children will be adjusted. The value of the past medical bills component for any Covered Claimant treated at Shriners Hospital for Children will be the number of days the Covered Claimant was a patient at Shriners Hospital For Children multiplied by the medical costs of an average day charged to all other Covered Claimants submitting claims for medical expenses incurred at non-charitable, full rate burn facilities, and who was of a similar age and suffered a similar %TBSA as the Covered Claimant suffered. The Trustee shall determine this rate in consultation with experts based upon the medical billing information submitted with the Covered Claimants' proofs of claim.

If a Covered Claimant received past medical treatment from a facility that operates in the same or substantially similar charitable manner as the Shriners Hospital for Children, the Covered Claimant can petition the Blitz Personal Injury Trustee to calculate past medical expenses in the same manner as set forth in the previous paragraph and the Blitz Personal Injury Trustee can do so in his or her sole discretion.

G. Determination of a Covered Claimant's Settlement Percentage

Once all Covered Claimants have received a Gross Score as set forth in paragraphs E and F, the sum of the amounts of the Gross Scores for all Covered Claimants will be calculated by the Blitz Personal Injury Trustee. Each Covered Claimant's Gross Score will then be divided by the sum of all the Gross Scores to determine the Settlement Percentage of each Covered Claimant's Gross Score in comparison with all the Covered Claimants receiving payment from the Non-Appealing Fund. A Covered Claimant's Offer Amount will be calculated by multiplying the Covered Claimant's Settlement Percentage by the amount of money held in the Non-Appealing Fund available for distribution (*i.e.*, net of any amounts paid into the Cost Reserve defined in paragraph 3.1 of the Blitz Personal Injury Trust Agreement). A Covered Claimant's Offer Amount will also reflect any reduction for Individual Costs (defined below) related to such claim.

H. Acceptance/Rejection of a Covered Claimant's Offer Amount

The Blitz Personal Injury Trustee will provide Offer Amounts to each Covered Claimant along with a release form approved by the Blitz Personal Injury Trust (the "Release") at the same time. If the Covered Claimant accepts his or her Offer Amount and returns the Release form properly executed, such Covered Blitz Personal Injury Claim will be placed in the FIFO Payment Queue in order of receipt of the Release.

If the Blitz Personal Injury Trust submits an Offer Amount to a Covered Claimant that the Covered Claimant does not believe is appropriate and the Covered Claimant meets one of the enumerated criteria set forth below, the Covered Claimant can reject the Offer Amount and opt to apply for payment out of the Special Circumstances Fund by serving within 15 days of receipt of their Offer Amount a notice of rejection of Offer Amount and of application to the Special Circumstances Fund. The criteria to be eligible to apply to the Special Circumstances Fund is as follows:

1. Wrongful death³;
2. Amputation of a limb (this does not include amputation of individual digits, but shall include amputation or loss of all fingers on the hand);
3. Severe and permanent internal organ damage other than damage to the respiratory tract (including, without limitation, the mouth, lungs, or esophagus); and
4. Female who suffered severe burn injuries when less than 18 years of age and survived such injuries.

³ If the Covered Claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the Bankruptcy Court, the case shall be treated as a personal injury case (not a wrongful death case) even if the Covered Claimant has died during the pendency of the Claim.

If the Blitz Personal Injury Trustee submits an Offer Amount to a Covered Claimant that the Covered Claimant does not believe is appropriate and the Covered Claimant does not meet one of the criteria set forth above for application to the Special Circumstances Fund, the Covered Claimant may reject his or her Offer Amount by serving within 15 days of receipt of their Offer Amount a notice of rejection of Offer Amount and intent to seek binding arbitration or mediation which specifies whether the Covered Claimant is seeking binding arbitration or meditation. The Blitz Personal Injury Trust shall establish procedures for binding arbitration or mediation and, in communicating Offer Amounts, shall alert Covered Claimants of the manner in which they may provide notice of rejection of Offer Amount and intent to seek binding arbitration or mediation. Covered Claimants who are unable to resolve their claims at mediation or arbitration may file suit to liquidate their claim in the Courts of the jurisdiction where their claim arose. For the avoidance of doubt (i) no Covered Claimant may file suit to liquidate his or her claims until after such claimant has first mediated or arbitrated his or her claim in compliance with the procedures established by the Blitz Personal Injury Trust, and (ii) the costs incurred by the Blitz Personal Injury Trustee in any mediation, arbitration, or litigation of a Covered Claimant's Final Offer Amount will be an Individual Cost (defined below) borne by that Covered Claimant as set forth below. Covered Claimants receiving a judgment, binding arbitration award or if agreement is reached in mediation shall be entitled to have his or her claim paid based on such award or agreement. Any such judgment, award or settlement shall be paid on a pro rata basis from funds within the Non-Appealing Fund allocated by the Blitz Personal Injury Trustee to pay the Offer Amounts submitted to Covered Claimants who decline their original Offer Amounts (which allocation shall be no more than the aggregate amounts of all Offer Amounts that have been rejected by Covered Claimants pursuant to the first sentence of this paragraph), net of Individual Costs.

Each Covered Claimant will be responsible for (i) its own costs in making its application, (ii) all costs incurred by the Blitz Personal Injury Trust associated with such claimant's particular Covered Blitz Personal Injury Claim (including the costs and expenses the Blitz Personal Injury Trust incurs reviewing, calculating, investigating, evaluating, mediating, arbitrating, or litigating in connection with a particular Blitz Personal Injury Claim) ("Individual Costs"), and (iii) such claimant's proportionate share of general costs of the Blitz Personal Injury Trust ("General Costs"), which are all costs and expenses that are not recoverable from a Covered Claimant as an Individual Cost, including (i) indemnification costs, (ii) costs of any general reporting requirement, (iii) the costs of the MSP Claims Reporting described in section 2.4 of the Blitz Personal Injury Trust Agreement, (iv) the costs of the Qualified MSP Compliance Vendor described in section 2.6 of the Blitz Personal Injury Trust Agreement, (v) the costs of the fee and expense reporting described in section 4.5 of the Blitz Personal Injury Trust Agreement, (vi) the costs of compensation and/or expenses of the Blitz Personal Injury Trustee or the Blitz Personal Injury TAC (other than compensation and/or expenses that are charged to a particular Blitz Personal Injury Claimant as an Individual Cost), and (vii) any retainer delivered to the Blitz Personal Injury Trustee under section 4.5(a) of the Blitz Personal Injury Trust Agreement. Any General Costs of the Blitz Personal Injury Trust shall be paid from the Cost Reserve described in section 3.1 of the Blitz Personal Injury Trust Agreement. For the avoidance of doubt, General Costs are not recovered as a direct deduction from a Covered Claimant's Offer Amount but instead are recovered indirectly through the funding of the Cost Reserve (defined in paragraph 3.1 of the Blitz Personal Injury Trust Agreement).

Payment of a Covered Blitz Personal Injury Claim having accepted the Offer Amount will be paid within ten (10) business days of being placed in the FIFO Payment Queue or at the request of the Covered Claimant, the payment shall be earmarked and set-aside for sufficient time to allow the establishment of an appropriate trust or structured annuity.

I. Application to the Special Circumstances Fund

The Special Circumstances Fund is intended to provide compensation to Covered Claimants who were not eligible for a recovery from the Non-Appealing Fund because they:

1. Were burned less than 15% TBSA; or
2. Have property damage claims arising from an occurrence where no claimants suffered a burn injury; or
3. Because they involve exigent circumstances for Covered Claimants meeting one of the other enumerated criteria listed in paragraph H above

Upon application to the Special Circumstances Fund, the Offer Amount of each Covered Claimant making an application to the Special Circumstances Fund will be added into the Special Circumstances Fund to be held solely for the benefit of such Covered Claimant applying to the Special Circumstances Fund (each, an "Applicant" and collectively, the "Applicants"), not to be distributed to any other Covered Claimant.

Applications to the Special Circumstances Fund must be made within fifteen (15) days of receipt by the Applicant of his or her Offer Amount and must contain information sufficient to establish that the claim meets one of the enumerated criteria set forth for compensation from the Special Circumstances Fund in paragraph H above. The Applicant may also submit to the Blitz Personal Injury Trustee all relevant information justifying an award and that the Applicant wishes the Blitz Personal Injury Trustee to consider. All submissions must be completed within thirty (30) days of the date the application to the Special Circumstances Fund was submitted. An extension of such deadline may be authorized by the Blitz Personal Injury Trustee for good cause.

Promptly after all Covered Claimants that are eligible for payment from the Special Circumstances Fund have been identified by the Blitz Personal Injury Trustee, but prior to the Blitz Personal Injury Trustee's review and analysis of such Covered Claimants' Claims for purposes of determining the amounts to be paid from the Special Circumstances Fund with respect to such Claims, all such eligible Covered Claimants to the Special Circumstances Fund shall enter into mediation before a mediator selected by the Blitz Personal Injury TAC in order to reach a consensual and equitable distribution of the funds held in the Special Circumstances Fund. Any Covered Claimant that is eligible to seek payment from the Special Circumstances Fund that declines to participate in the mediation will be represented by the Blitz Personal Injury Trustee in such mediation. The costs and expenses of this mediation shall be shared pro rata by each of the Claimants eligible to seek payment from the Special Circumstances Fund by payment of the reasonable costs and expenses of the mediator coming from the Special Circumstances Fund. If the mediation results in an agreed distribution of the Special Circumstances Fund

assets, such payments as agreed shall be placed in the FIFO Payment Queue and shall be paid within ten (10) business days of being placed in the FIFO Payment Queue, or at the request of the Covered Claimant, such amounts shall be earmarked and set aside for sufficient time to allow the establishment of an appropriate trust or structured annuity. If a consensual allocation of the Special Circumstances Fund assets is not reached after mediation, at the option of the Blitz Personal Injury Trustee, either (x) distributions will be made to those Covered Claimants that have reached agreement in the mediation and a reserve shall be set for those Covered Claimants that have not reached agreement on their distribution amounts, or (y) the Blitz Personal Injury Trustee shall review and analyze all Covered Claims seeking a distribution from the Special Circumstances Fund and will submit a Final Offer Amount to all the Covered Claimants that have applied to the Special Circumstances Fund along with a Release. Among the considerations the Blitz Personal Injury Trustee will consider when calculating each Applicant's Final Offer from the Special Circumstances Fund will be the amount of such Covered Claimant's original Offer Amount from the Non-Appealing Fund and the proposed total distribution to such Applicant in relation to the proposed total distributions to all other Applicants to the Special Circumstances Fund, taking into consideration the severity of the injuries or other losses or harms generally compensable for tort claims such as the claim presented and sustained by such Applicant in relation to the injuries or damages of the other Applicants to the Special Circumstances Fund. Covered Claimants that accept the Final Offer Amount and return the Release form properly executed, will be placed in the FIFO Payment Queue. Payment from the Special Circumstances Fund of a Covered Blitz Personal Injury Claim placed in the FIFO Payment Queue having accepted the Final Offer Amount will be paid within ten (10) business days of being placed in the FIFO Payment Queue, or at the request of the Covered Claimant, such amounts shall be earmarked and set aside for sufficient time to allow the establishment of an appropriate trust or structured annuity.

Application to the Special Circumstances Fund does not guarantee that the Covered Claimant will receive a Final Offer Amount in excess of such Covered Claimant's Offer Amount from the Non-Appealing Fund. A Covered Claimant shall receive an amount that is at least equal to but not less than their original Offer Amount, however, each Covered Claimant that applies to the Special Circumstances Fund or who is to be compensated from the Special Circumstances Fund without having to apply (*i.e.*, Covered Claimants who were injured less than 15% TBSA) will be responsible for (i) his or her own costs in making application to the Special Circumstances Fund, (ii) all Individual Costs incurred by the Blitz Personal Injury Trust associated with such Covered Claimant's application to or payment from the Special Circumstances Fund, and (iii) such Covered Claimant's proportionate share of General Costs, which are paid from the Cost Reserve described in section 3.1 of the Blitz Personal Injury Trust Agreement. Therefore, an Applicant could recover less than his or her original Offer Amount after such Offer Amount is reduced for the costs and expenses described herein. It is anticipated that Individual Costs incurred in processing Special Circumstances Fund Claims would include, but not be limited to, the fees and expenses of the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC incurred to review that particular Covered Claimant's application along with the costs of any medical or other professionals retained to assist with the review of that Covered Claimant's application. These Individual Costs shall be deducted from the Final Offer Amount awarded by the Blitz Personal Injury Trustee to that particular Covered Claimant. The Blitz Personal Injury Trustee's fees and expenses incurred in connection with a particular

Applicant's application to the Special Circumstances Fund shall not be disproportionate to the amount in dispute and, in no event, shall such fees and expenses exceed 5% of that Applicant's Final Offer Amount unless otherwise approved by the Blitz Personal Injury TAC. As a result, if the Covered Claimant only received his or her original Offer Amount, that claimant's Individual Costs would reduce the amount of that original Offer Amount. The amount of monies in the Special Circumstances Fund shall be completely exhausted by costs and payments to Covered Claimants making application to the Special Circumstances Fund. Notwithstanding that the Blitz Personal Injury Trustee is directed to exhaust the Special Circumstances Fund among the holders of Allowed Covered Claims that qualify for payment from the Special Circumstances Fund, should there be any excess funds remaining in the Special Circumstances Fund after payments to all Covered Claimants receiving an award from the Special Circumstances Fund, the amount remaining shall be allocated and paid on a pro rata basis to holders of Allowed Covered Claims against the Special Circumstances Fund. For purposes of this allocation of excess funds, only the amount awarded from the original \$30,000,000 Special Circumstances Fund shall be counted to determine the pro rata share, and the amount awarded to each claimant from the Non-Appealing Fund shall not be included in making this allocation.

J. Mediation, Arbitration or Litigation of Blitz Personal Injury Trust Claims

Covered Claimants may appeal their Final Offer in accordance with the procedures set forth in the Blitz Personal Injury TDP.

K. Allocation of Any Residual Funds In the Non-Appealing Fund

Once there are no longer any unresolved Covered Blitz Personal Injury Claims, any excess funds in the Non-Appealing Fund shall be distributed pro rata among Covered Claimants that accepted their original Offer Amount from the Non-Appealing Fund in proportion to the amount each Covered Claimant was allocated from the Non-Appealing Fund.

EXHIBIT C

Blitz Personal Injury Trust Agreement

BLITZ PERSONAL INJURY TRUST AGREEMENT

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BLITZ PERSONAL INJURY TRUST AGREEMENT¹

This Blitz Personal Injury Trust Agreement (the “Agreement”), dated as of _____, 2013, and effective as of the later of the date on which all parties to this Agreement have executed this Agreement or the Effective Date of the Plan, is entered into by Blitz USA, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC, and MiamiOK LLC f/k/a F3Brands LLC (collectively, the “USA Debtors”) and LAM 2011 Holdings, LLC and Blitz Acquisition Holdings, Inc. (the “BAH Debtors”, and together with the USA Debtors, the “Debtors” or the “Settlors”), debtors and debtors-in-possession in the Chapter 11 Cases, as Settlors and by the Blitz Personal Injury Trustee and the Blitz Personal Injury Trust Advisory Committee (“Blitz Personal Injury TAC”) identified on the signature page hereof.

WHEREAS, on the Petition Date, each of the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court. The Chapter 11 Cases, which are captioned *In re Blitz USA, Inc. et al.*, Case No. 11-13603 (PJW), are being jointly administered by the Bankruptcy Court.

WHEREAS, as of the Petition Date, some of the Debtors had been named as defendants in Blitz Product Litigation.

WHEREAS, the Plan was confirmed by the Confirmation Order dated _____, 2014 and entered by the Bankruptcy Court.

WHEREAS, the Plan Documents, provide, among things, for the creation of the Blitz Personal Injury Trust.

WHEREAS, pursuant to the Plan, the Blitz Personal Injury Trust shall be established to, among other things, assume liability for all Blitz Personal Injury Trust Claims; administer, process, settle, resolve and liquidate such Blitz Personal Injury Trust Claims; and to use the Blitz Personal Injury Trust Assets to satisfy all such Blitz Personal Injury Trust Claims that may qualify for a recovery in accordance with the terms of this Agreement and the Blitz Personal

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the *Debtors' and Official Committee of Unsecured Creditors' Amended Joint Plan of Liquidation*, as may be amended, modified or supplemented from time to time (the “Plan”) and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), shall have the meanings given to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

Injury TDP; preserve, hold, manage, maximize and use the Blitz Personal Injury Trust Assets to administer, process, settle, resolve, liquidate and make payments as may be appropriate to holders of Blitz Personal Injury Trust Claims in accordance with this Agreement, the Blitz Personal Injury TDP and the Plan Documents.

WHEREAS, the Plan provides that on the Effective Date, the Blitz Personal Injury Trust Assets will be transferred to the Blitz Personal Injury Trust.

WHEREAS, on the Effective Date, the Debtors shall assign the Assigned Blitz Insurance Policies to the Blitz Personal Injury Trust.

WHEREAS, pursuant to the Plan, the Blitz Personal Injury Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (the “IRC”).

WHEREAS, it is the intent of the Settlers, the Proponents, the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC that the Blitz Personal Injury Trust be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the Blitz Personal Injury Trust will administer, process, settle, resolve, liquidate, satisfy and pay, if applicable, all Blitz Personal Injury Trust Claims pursuant to this Blitz Personal Injury Trust Agreement and the Blitz Personal Injury TDP in compliance with the terms of this Agreement.

WHEREAS, it is the intent of the Settlers, the Proponents, the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC that holders of Covered Blitz Personal Injury Claims shall receive Offer Amounts that are substantially in accordance with the amounts listed on Exhibit B to the Blitz Personal Injury TDP assuming that (i) the Covered Claimants can support the level of injury and other compensation sought in their respective proofs of claim (with the understanding that (a) Covered Claimants who provide documentation supporting a higher recovery than sought in their proof of claim may receive Offer Amounts greater than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts, and (b) Covered Claimants who provide documentation supporting a lower recovery than sought in their proof of claim may receive Offer Amounts less than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts), and (ii) the Covered Claimants can satisfy the Threshold Components set forth in the TDP Scoring System.

WHEREAS, the Bankruptcy Court has determined that the Blitz Personal Injury Trust and the Plan satisfy all the legal prerequisites for issuing the Channeling Injunction pursuant to section 105 of the Bankruptcy Code, and such Channeling Injunction has been entered in connection with the Confirmation Order.

NOW, THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

SECTION 1

AGREEMENT OF TRUST

1.1. Creation and Name. The Debtors, as Settlers, hereby create the Blitz Personal Injury Trust, which is the trust provided for and referred to in Article IV of the Plan. The Blitz Personal Injury Trustee may transact the business and affairs of the Blitz Personal Injury Trust in the name of the Blitz Personal Injury Trust.

1.2 Purpose. On the Effective Date, the Blitz Personal Injury Trust shall be established in accordance with the Plan Documents. The Blitz Personal Injury Trust shall be a "Qualified Settlement Fund" within the meaning of section 468B of the Internal Revenue Code and the regulations promulgated thereunder. The Blitz Personal Injury Trust shall assume the liability for all Blitz Personal Injury Trust Claims; shall administer, process, settle, resolve and liquidate such Blitz Personal Injury Trust Claims; and shall use the Blitz Personal Injury Trust Assets and the proceeds and income therefrom to satisfy and make payment to all Blitz Personal Injury Claims that may qualify for a recovery only in accordance with the terms of this Blitz Personal Injury Trust Agreement and the Blitz Personal Injury TDP, all in accordance with the Plan, the Blitz Personal Injury Trust Agreement and the Blitz Personal Injury TDP. In this regard, holders of Covered Blitz Personal Injury Claims shall receive Offer Amounts that are substantially in accordance with the amounts listed on Exhibit B to the Blitz Personal Injury TDP assuming that (i) the Covered Claimants can support the level of injury and other compensation sought in their respective proofs of claim (with the understanding that (a) Covered Claimants who provide documentation supporting a higher recovery than sought in their proof of claim may receive Offer Amounts greater than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts, and (b) Covered Claimants who provide documentation supporting a lower recovery than sought in their proof of claim may receive Offer

Amounts less than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts), and (ii) the Covered Claimants can satisfy the Threshold Components set forth in the TDP Scoring System. The Blitz Personal Injury Trust will (i) administer, process, settle, resolve, liquidate, satisfy and/or pay, as applicable, Blitz Personal Injury Trust Claims in such a way that the holders of Blitz Personal Injury Claims are treated equitably and in a substantially similar manner, subject to the terms of the Plan, the Blitz Personal Injury Trust Agreement and the Blitz Personal Injury TDP and (ii) in accordance with section 4.14 of the Plan and the Blitz Personal Injury Trust Agreement, defend and indemnify the Protected Parties, at the Blitz Personal Injury Trust's sole expense, in connection with any proceeding involving, relating to or arising out of, in whole or in part, the enforcement or enforceability of the Channeling Injunction. Blitz Personal Injury Trust Claims shall be channeled to the Blitz Personal Injury Trust pursuant to the Channeling Injunction set forth in section 4.3.3 of the Plan and may thereafter be asserted only and exclusively against the Blitz Personal Injury Trust. All such Blitz Personal Injury Claims shall be liquidated and paid in accordance with this Blitz Personal Injury Trust Agreement, the Blitz Personal Injury TDP, the Plan and the Confirmation Order. For the avoidance of doubt, notwithstanding anything to the contrary in this Blitz Personal Injury Trust Agreement, the Blitz Personal Injury TDP, the Plan or the Confirmation Order, from among the categories of Blitz Personal Injury Trust Claims, only Blitz Personal Injury Claims that are Covered Blitz Personal Injury Claims shall be entitled to payment or compensation from the proceeds of the Insurance Settlement Payment (except for Michael Montgomery, whose sole recovery from the Blitz Personal Injury Trust is set forth below at paragraph 2.2(d)). The Blitz Personal Injury Trust shall be administered and implemented by the Blitz Personal Injury Trustee as provided in this Blitz Personal Injury Trust Agreement.

1.3 Transfer of Assets. Pursuant to Section 4.5 of the Plan, the USA Debtors, the Participating Insurers, Wal-Mart and the Blitz Liquidating Trust will transfer, issue or assign as appropriate and deliver to the Blitz Personal Injury Trust, the Blitz Personal Injury Trust Assets at the time and in the manner contemplated by the Plan Documents, in each case free and clear of any Claims, Liens, Equity Interests or other interests of any creditor, shareholder or other Entity.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Blitz Personal Injury Trust, the Blitz Personal Injury Trustee, on behalf of the Blitz Personal Injury Trust, hereby expressly accepts the transfer and assignment to the Blitz Personal Injury Trust of the Blitz Personal Injury Trust Assets in the time and manner contemplated by the Plan. The Blitz Personal Injury Trust shall receive the benefits of and shall be bound by the Insurance Settlement as if it had been a party thereto at the time of execution of the Insurance Settlement Term Sheet.

(b) In furtherance of the purposes of the Blitz Personal Injury Trust, the Blitz Personal Injury Trustee, on behalf of the Blitz Personal Injury Trust, expressly assumes liability for all Blitz Personal Injury Trust Claims, subject to and as provided in the Plan and the Plan Documents. The Blitz Personal Injury Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors and/or the Protected Parties had, have or would have had under the Plan, applicable law or under any agreement related thereto; *provided, however*, that the Blitz Personal Injury Trust shall not have any cross-claims, rights of recovery, reimbursement, defense, indemnity, offset, recoupment, contribution, subrogation and similar rights against any Protected Party or the Proponents. Regardless of the foregoing, however, to be eligible to receive any payment from the Blitz Personal Injury Trust on account of a Covered Blitz Personal Injury Claim, a Claimant's Covered Blitz Personal Injury Claim must not be barred by any applicable federal, state or foreign statute of limitations or repose.

(c) No provision herein or in the Blitz Personal Injury TDP shall be construed to mandate distributions on any Blitz Personal Injury Claim or other actions that would contravene the Blitz Personal Injury Trust's compliance with the requirements of a "qualified settlement fund" within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d) The Blitz Personal Injury Trust shall fully and completely defend each of the Debtors, the present and former directors and officers of each of the Debtors, the Participating Insurers, Wal-Mart, the BAH Released Parties, shareholders of the Debtors solely in their capacity as shareholders and solely related to the Blitz Personal Injury

Claims, and the Representatives, Affiliates, subsidiaries and/or successors of each of the foregoing connection with any proceeding involving, relating to or arising out of, in whole or in part, the enforcement or enforceability of the Channeling Injunction as set forth in section 4.14 of the Plan. In the event any person or Entity asserts any claim that is subject to the Channeling Injunction, the Blitz Personal Injury Trust shall, at its own expense, defend the validity of the Channeling Injunction and its application and use its best efforts to establish that such Claim is enjoined by filing a motion to defend the Channeling Injunction in the Bankruptcy Court or the Court where the underlying claim is filed. The Participating Insurers, Wal-Mart and the BAH Settling Parties (i) shall have consultation and approval rights with respect to the selection of counsel hired by the Blitz Personal Injury Trust for such defense obligations and (ii) shall have the right, at their own cost and expense, to associate in the defense in any proceeding concerning the enforcement and application of the Channeling Injunction. If the Blitz Personal Injury Trust breaches its duty to fully and completely defend the Protected Parties, the Blitz Personal Injury Trust is obligated to indemnify the Protected Parties, including advancement of defense costs. All defense and indemnity costs described in this section shall be assessed pro rata against the Non-Appealing Fund and the Special Circumstances Fund as set forth in the TDP Scoring System provided, however, that in the event that either the Non-Appealing Fund or the Special Circumstances Fund is unable to satisfy its pro rata obligations to the Protected Parties, such obligations shall be satisfied in full by the other Fund.

(e) Nothing in this Agreement shall be construed in any way to limit or expand the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan or the Blitz Personal Injury Trust's assumption of all liability for Blitz Personal Injury Trust Claims.

(f) The sole and exclusive remedy on account of Blitz Personal Injury Trust Claims shall be against the Blitz Personal Injury Trust, and no Blitz Personal Injury Trust Claim that has been channeled to the Blitz Personal Injury Trust may be asserted against any Protected Party or any Covered Claimant individually. Should any action based on or arising from or in connection with any Blitz Personal Injury Trust Claim be commenced against any of the Debtors, the present and former directors and officers of each of the Debtors, the Participating Insurers, Wal-Mart, the BAH Released Parties, shareholders of

the Debtors solely in their capacity as shareholders and solely related to the Blitz Personal Injury Claims, and the Representatives, Affiliates, subsidiaries and/or successors of each of the foregoing Protected Party in any tribunal whatsoever, the Blitz Personal Injury Trust shall seek to enjoin the prosecution of such action in the Bankruptcy Court in connection with these Chapter 11 Cases or in the jurisdiction where the underlying action is filed.

SECTION 2

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Blitz Personal Injury Trustee is and shall act as the fiduciary to the Blitz Personal Injury Trust in accordance with the provisions of this Agreement and the Plan, and shall have the power, on behalf of the Blitz Personal Injury Trust, to exercise all rights and fulfill all obligations of the Blitz Personal Injury Trust hereunder and under the Plan. The Blitz Personal Injury Trustee shall, at all times, administer the Blitz Personal Injury Trust and the Blitz Personal Injury Trust Assets in accordance with the purposes set forth in section 1.2 above. Subject to the limitations set forth in this Agreement, the Blitz Personal Injury Trustee shall have the power to take any and all actions that, in the judgment of the Blitz Personal Injury Trustee, are necessary or proper to fulfill the purposes of the Blitz Personal Injury Trust, including, without limitation, each power expressly granted in this section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Blitz Personal Injury Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred on the Blitz Personal Injury Trustee hereunder.

(c) Without limiting the generality of section 2.1(a) above, and except as limited below, the Blitz Personal Injury Trustee shall have the power to:

- (i) receive and hold the Blitz Personal Injury Trust Assets;
- (ii) invest the monies held from time to time by the Blitz Personal Injury Trust;

- (iii) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Blitz Personal Injury Trust to operate;
- (iv) pay the Blitz Personal Injury Trust Expenses;
- (v) in accordance with section 3.1 below, establish such reserves and accounts for the Blitz Personal Injury Trust Expenses, with the Blitz Personal Injury Trust Assets as deemed by the Blitz Personal Injury Trustee to be useful in carrying out the purposes of the Blitz Personal Injury Trust;
- (vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;
- (vii) establish, supervise and administer the Blitz Personal Injury Trust in accordance with the Plan, this Agreement and the Blitz Personal Injury TDP, and take any and all actions contemplated to be taken by the Blitz Personal Injury Trustee under the Blitz Personal Injury TDP;
- (viii) engage legal, financial, accounting, investment, and auditing consultants and agents as the business of the Blitz Personal Injury Trust may require; and to delegate to such persons power and authority as the fiduciary duties of the Blitz Personal Injury Trustee permit and as the Blitz Personal Injury Trustee, in his or her discretion, deems advisable or necessary to carry out the purposes of the Blitz Personal Injury Trust in accordance with the Plan and this Agreement;
- (ix) pay reasonable compensation to legal, financial, accounting, investment, and auditing consultants and agents hired or retained by the Blitz Personal Injury Trust, including, without limitation, any such persons hired or retained in connection with the alternative dispute resolution and litigation activities of the Blitz Personal Injury Trust, and allocate such costs, as permitted under the TDP Scoring System, to one or more Covered Claimants as an Individual Cost or as a General Cost (as defined and using the methodology described in the TDP Scoring System);

- (x) compensate the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC member and reimburse the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC members for reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;
- (xi) execute and deliver such instruments as the Blitz Personal Injury Trustee considers proper in administering the Blitz Personal Injury Trust;
- (xii) enter into such other arrangements with third parties as are deemed by the Blitz Personal Injury Trustee to be reasonably necessary in carrying out the purposes of the Blitz Personal Injury Trust, provided such arrangements do not conflict with any other provision of this Agreement;
- (xiii) defend and indemnify, and if appropriate purchase insurance indemnifying (A) the Blitz Personal Injury Trustee and (B) the Blitz Personal Injury TAC, to the fullest extent that a corporation or trust organized under the law of the State of Delaware is from time to time entitled to indemnify and/or insure its directors, officers, employees, agents, advisors and representatives (as set forth in the TDP Scoring System, the foregoing indemnification costs shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein);
- (xiv) in accordance with section 1.4(d) above and section 4.14 of the Plan, defend the Channeling Injunction;
- (xv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Blitz Personal Injury Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in section 4.4 below;

(xvi) consult with the Blitz Personal Injury TAC at such times and with respect to such issues relating to the conduct of the Blitz Personal Injury Trust as the Blitz Personal Injury Trustee considers desirable; and

(xvii) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Blitz Personal Injury Trust, any Claim, right, action, or cause of action, if any, included in the Blitz Personal Injury Trust Assets before any court of competent jurisdiction; provided that the Blitz Personal Injury Trust must seek approval of any settlement of actions that are pending before the Bankruptcy Court from the Bankruptcy Court after notice to parties in interest;

(xviii) process, resolve and object to Blitz Personal Injury Trust Claims as provided in the Plan, this Agreement and the Blitz Personal Injury TDP.

(d) The Blitz Personal Injury Trustee shall not have the power to cause the Blitz Personal Injury Trust to guarantee debt of any other Entity.

(e) The Blitz Personal Injury Trustee shall give the Blitz Personal Injury TAC prompt notice of any act performed or taken pursuant to sections 2.2(c)(i) and (ii), and 2.2(d), and any act proposed to be performed or taken pursuant to section 2.2(f) below.

(f) The Blitz Personal Injury Trustee shall have the power, but not the obligation, to, at the request and sole cost and expense of a Blitz Personal Injury Claimant whose claim arose prior to the Release Date, seek or sue for insurance coverage proceeds only in connection with the rights transferred to the Blitz Personal Injury Trust pursuant to Article IV of the Plan and the Assigned Blitz Insurance Policies.

2.2 General Administration.

(a) The Blitz Personal Injury Trustee shall act in accordance with this Agreement, the Blitz Personal Injury TDP (including the TDP Scoring System attached thereto and incorporated therein), and the Plan. In the event of an inconsistency between the Plan and this Agreement, the Plan shall govern. In the event of any inconsistency between this Agreement and the Blitz Personal Injury TDP, the Blitz Personal Injury TDP shall control. The Blitz Personal Injury Trust may, at the sole discretion of the Blitz Personal Injury

Trustee, adopt bylaws (if adopted, "Blitz Personal Injury Trust Bylaws"). The Blitz Personal Injury Trust Bylaws cannot supersede this Agreement, the Plan, the Blitz Personal Injury TDP, or the Blitz Personal Injury TDP Scoring System. To the extent not inconsistent with the terms of this Agreement, if and as when adopted the Blitz Personal Injury Trust Bylaws shall govern the affairs of the Blitz Personal Injury Trust. In the event of an inconsistency between Blitz Personal Injury Trust Bylaws and this Agreement, this Agreement shall govern.

(b) The Blitz Personal Injury Trustee shall: (i) timely file such income tax and other returns and statements required to be filed by the Blitz Personal Injury Trust and shall from the Blitz Personal Injury Trust Assets timely pay all taxes required to be paid by the Blitz Personal Injury Trust, (ii) comply with all withholding obligations, as required under the applicable provisions of the IRC and of any state law and any regulations promulgated thereunder, (iii) meet without limitation all requirements necessary to qualify and maintain qualification of the Blitz Personal Injury Trust as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC, and (iv) take no action that could cause the Blitz Personal Injury Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC. As set forth in the TDP Scoring System, the foregoing reporting costs shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein.

(c) The Blitz Personal Injury Trustee shall timely account to the Bankruptcy Court as follows:

- (i) Depending on whether the Blitz Personal Injury Trustee decides, in his or her sole discretion, to operate the Blitz Personal Injury Trust on a calendar or fiscal year basis, the Blitz Personal Injury Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, but in no event later than one hundred and twenty (120) days following the end of each calendar or fiscal year, an annual report containing, *inter alia*, financial statements of the Blitz Personal Injury Trust (including, without limitation,

a balance sheet of the Blitz Personal Injury Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Blitz Personal Injury Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles. The Blitz Personal Injury Trustee shall provide a copy of such report to the Blitz Personal Injury TAC, when such reports are filed with the Bankruptcy Court.

- (ii) Simultaneously with delivery of each set of financial statements referred to in section 2.2(c)(i) above, the Blitz Personal Injury Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Blitz Personal Injury Trust Claims disposed of during the period covered by the financial statements. The Blitz Personal Injury Trustee shall provide a copy of such report to the Blitz Personal Injury TAC, when such report is filed with the Bankruptcy Court.
- (iii) All materials required to be filed with the Bankruptcy Court by this section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court.
- (iv) As set forth in the TDP Scoring System, the foregoing reporting costs shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein.

(d) The Blitz Personal Injury Trustee shall cause to be prepared as soon as practicable prior to the commencement of each calendar or fiscal year a budget and cash flow projections covering such calendar or fiscal year. The Blitz Personal Injury Trustee shall provide a copy of the budget and cash flow projections to the Blitz Personal Injury TAC.

(e) The Blitz Personal Injury Trustee shall consult with the Blitz Personal Injury TAC
(i) on the general implementation and administration of the Blitz Personal Injury Trust;

(ii) on the general implementation and administration of the Blitz Personal Injury TDP; and (iii) on such other matters as may be required under this Agreement and the Blitz Personal Injury TDP.

(f) Without limiting the generality of the foregoing section 2.2(e), the Blitz Personal Injury Trustee shall be required to consult with the Blitz Personal Injury TAC pursuant to the Consultation Process set forth in section 6.1 below:

- (i) to require that Claimants provide additional kinds of medical or other evidence pursuant to the Blitz Personal Injury TDP or the TDP Scoring System;
- (ii) to change the form of release to be provided pursuant to section 6.6 of the Blitz Personal Injury TDP, provided that the changed release must be consistent with the requirements of the Plan and the Plan Documents and the Settlement Term Sheet;
- (iii) to terminate the Blitz Personal Injury Trust;
- (iv) to settle rights assigned to the Blitz Personal Injury Trust;
- (v) to change the compensation of the Blitz Personal Injury Trustee, other than to reflect cost-of-living increases or changes approved by the Bankruptcy Court as otherwise provided herein;
- (vi) to take structural or other actions to minimize any tax on the Blitz Personal Injury Trust Assets;
- (vii) to adopt Blitz Personal Injury Trust Bylaws in accordance with section 2.2(a) above or to amend the Blitz Personal Injury Trust Bylaws in accordance with the terms thereof;
- (viii) to amend any provision of this Agreement or the Blitz Personal Injury TDP in accordance with the terms thereof, provided that any such amendments must be consistent with the requirements of the Plan and the Plan Documents; and
- (ix) to develop methods for auditing the reliability of medical evidence.

(g) For the avoidance of doubt, as set forth in Section 6.5(c) below, the Blitz Personal Injury Trustee may not amend (i) the TDP Scoring System, (ii) the enumerated criteria listed in paragraph H of the TDP Scoring System for application to the Special Circumstances Fund, or (iii) the amount of the Insurance Settlement Payment allocated to the Non-Appealing Fund and the Special Circumstances Fund.

(h) The Blitz Personal Injury Trustee shall meet with the Blitz Personal Injury TAC no less often than quarterly. The Blitz Personal Injury Trustee otherwise may meet with the Blitz Personal Injury TAC as and when deemed advisable by the Blitz Personal Injury Trustee.

(i) The Blitz Personal Injury Trustee, upon notice from the Blitz Personal Injury TAC, if practicable in view of pending business, shall at the next meeting with the Blitz Personal Injury TAC, consider issues submitted by the Blitz Personal Injury TAC for consideration by the Blitz Personal Injury Trust.

(j) Periodically, but not less often than once a year, the Blitz Personal Injury Trustee shall make available to Covered Claimants and other interested parties the number of claims that have been resolved by the Blitz Personal Injury Trust and the amounts of the awards in each case.

2.3 Claims Administration.

The bulk of the personal injury claims involving Blitz gasoline containers arise from incidents that occurred between July 31, 2007 (the "Release Date") and July 31, 2012. In contrast, only a discrete number of claims arise from incidents that occurred on or before the Release Date. The monies contributed to the Blitz Personal Injury Trust by the Participating Insurers pursuant to the Insurance Settlement represent consideration for the buy back of Participating Insurance Policies in effect for the period from the Release Date to July 31, 2012, the channeling of Blitz Personal Injury Trust Claims covered by the Participating Insurance Policies to the Blitz Personal Injury Trust, and the releases granted to the Participating Insurers under the Plan. The monies contributed by Wal-Mart under the Insurance Settlement represent consideration for, among other things, the channeling of all Blitz Personal Injury Claims to the Blitz Personal Injury Trust and the release being granted to Wal-Mart under the Plan. As set forth in detail below, in the

Blitz Personal Injury TDP and the TDP Scoring System, a portion of the consideration paid under the Insurance Settlement and the BAH Settlement in the sum of \$129,820,000 shall be allocated to the Non-Appealing Fund and \$30,000,000 to the Special Circumstances Fund to pay claims involving Blitz gasoline containers that arise from incidents that occurred between the Release Date and July 31, 2012. The claims that arose prior to the Release Date are not released against the Non-Participating Insurers and are channeled to the Blitz Personal Injury Trust. Holders of Blitz Personal Injury Claims arising prior to the Release Date will be subject the Channeling Injunction and shall retain all rights to pursue their claims against the Assigned Insurance Policies issued by the Non-Participating Insurers.

Blitz Personal Injury Trust Claims shall be administered as follows:

(a) Covered Blitz Personal Injury Claims. The Blitz Personal Injury TDP shall provide mechanisms such as *pro rata* and/or percentage distributions of the proceeds of the Insurance Settlement and the BAH Settlement allocable to the Blitz Personal Injury Trust, net of reserves for fees, costs, expenses and indemnification obligations incurred by the Blitz Personal Injury Trust, on account of Allowed Covered Blitz Personal Injury Claims and; periodic review of estimates of the numbers and values of Allowed Covered Blitz Personal Injury Claims or other comparable mechanisms, that provide reasonable assurance that the Blitz Personal Injury Trust will value and be in a financial position to pay similar Allowed Covered Blitz Personal Injury Claims in substantially the same manner. From and after the Effective Date, the Blitz Personal Injury Trust shall liquidate and pay the Allowed Covered Blitz Personal Injury Claims in accordance with the Blitz Personal Injury TDP. Notwithstanding the foregoing, the Blitz Personal Injury Trustee shall use his or her best efforts deliver Offer Amounts to the holders of Covered Blitz Personal Injury Claims that are substantially in accordance with the amounts listed on Exhibit B to the Blitz Personal Injury TDP assuming that (i) the Covered Claimants can support the level of injury and other compensation sought in their respective proofs of claim (with the understanding that (a) Covered Claimants who provide documentation supporting a higher recovery than sought in their proof of claim may receive Offer Amounts greater than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts, and (b) Covered Claimants who provide

documentation supporting a lower recovery than sought in their proof of claim may receive Offer Amounts less than the amounts listed for such claimant on Exhibit B, which would impact all Covered Claimants' Offer Amounts), and (ii) the Covered Claimants can satisfy the Threshold Components set forth in the TDP Scoring System. All distributions the Blitz Personal Injury Trust makes on account of Allowed Covered Blitz Personal Injury Claims shall be final and, other than for demonstrative mathematical errors, shall not subject to recapture or disgorgement by the Blitz Personal Injury Trust or any other party.

(b) Blitz Personal Injury Claims Arising Prior to the Release Date. As set forth in Article VII of the Plan, all Blitz Personal Injury Claims that arose prior to the Release Date shall be channeled to the Blitz Personal Injury Trust and will be subject to the Channeling Injunction but shall not be deemed to have released their Blitz Personal Injury Claims against the USA Debtors and the Non-Participating Insurers. Holders of such claims shall retain the right to (i) liquidate their claims and seek payment from the Non-Participating Insurers in accordance with the Plan; (ii) assert their claims against, and, if necessary, prosecute an action against the Non-Participating Insurers, and (iii) may initiate an Insurance Action against the Blitz Personal Injury Trust if necessary to preserve their rights against Non-Participating Insurers.

(c) Vendor Claims, Co-Defendant Claims and Direct Action Claims. Vendor Claims, Co-Defendant Claims and Direct Action Claims shall be channeled to the Blitz Personal Injury Trust and will be subject to the Channeling Injunction. Holders of Vendor Claims, Co-Defendant Claims and Direct Action Claims shall receive the Releases and the benefit of the Channeling Injunction and shall retain their rights, if any, with respect to the Assigned Blitz Insurance Policies but shall not receive any distributions from the Blitz Personal Injury Trust on account of their claims.

(d) Claims Related to Michael Montgomery. In satisfaction of the claims of Michael Montgomery: (i) the Blitz Personal Injury Trust shall pay to Michael Montgomery the sum of \$3,075,000; (ii) Michael Montgomery shall retain and be entitled to pursue his Claims against the insurance policies issued by Non-Participating Insurers that were in effect on the date that his injuries occurred and against Home Depot; and (iii)

Michael Montgomery shall have no other or further claims against the Blitz Personal Injury Trust or any of the Protected Parties.

(e) Claims Related to David Calder. In satisfaction of the claim of David Calder and his co-plaintiffs, Debtors, Westchester Fire Insurance Company (“Westchester Fire”) and David Calder and his co-plaintiffs agree to settle and compromise in full the claims of David Calder and his co-plaintiffs by (a) Westchester Fire paying \$2,942,014, and (b) the Debtors or the Blitz Personal Injury Trustee causing to be paid, or directing RLI Insurance Company to pay from the proceeds of the Debtors’ bond that is returnable to the Blitz USA estate (Bond Number RSB4174412) the full amount of that bond that the Debtors posted for on appeal (\$1,057,986.31). The forgoing payments shall be made within thirty (30) days of payment of the Insurance Settlement Amount but shall be further subject to the exchange of full and mutual releases, compliance with Medicare secondary payer requirements and the dismissal with prejudice of all appeals. The automatic stay of section 362 of the Bankruptcy Code shall remain in place through the payment of the Insurance Settlement Amount. If the Debtors or the Blitz Personal Injury Trustee are unable to deliver the full amount of their bond (\$1,057,986.31) from the proceeds of the Debtors’ bond for reasons beyond their control, the Debtors and/or the David Calder and his co-plaintiffs shall be free to go forward with their appeal(s) and otherwise prosecute their claims and, if they opt to do so, the other parties to the settlement of Calder’s Claims shall be relieved of their obligations under this paragraph.

(f) Claims Related to Jonathan Green. Jonathan Green shall retain and shall not release his claim for sanctions, which is now pending appeal, until the occurrence of the Payment Date (as defined in the Insurance Settlement), and the vacatur of the sanctions order by the Green court (to which the Debtors and the Green plaintiffs consent and the Participating Blitz Personal Injury Claimants do not oppose), at which time the \$250,000 that has already been deposited with his counsel in escrow, shall be released and paid to Jonathan Green, and any claim asserted by Green shall be released and the parties to the Green case agree to mutually dismiss their appeals.

(g) Fees and Expenses of Objecting Claimants. \$650,000 shall be paid to reimburse legal fees and expenses incurred in connection with these Chapter 11 Cases

through and including 10:00 a.m. on December 18, 2013, by the Torres claimants, Jones claimants, Perez claimants, Newby claimants, Bauman claimants, Mims claimants and Bosse claimants provided that such claimants either: (i) sign on to the Plan Support Agreement by not later than 10:00 a.m. December 18, 2013; or (ii) withdraw any written opposition to the Insurance Settlement by not later than 10:00 a.m. on December 18, 2013 and do not prosecute objections to approval of the Insurance Settlement, do not file or prosecute objections to the adequacy of the Disclosure Statement, do not file or prosecute objections to confirmation of the Plan and do not vote against or take any other action to oppose confirmation of the Plan. Qualifying claimants shall submit a request for reimbursement of legal fees and costs to the Blitz Personal Injury Trustee within 10 days of the Effective Date. Claims not timely filed shall be deemed waived. The Blitz Personal Injury Trustee in consultation with the Blitz Personal Injury TAC shall review and determine the amount of legal fees and costs allowable for each Qualifying Claimant. In the event that total allowed legal fees and costs exceed \$650,000, the \$650,000 shall be distributed pro-rata amongst allowed legal fees and costs. To the extent that allowed legal fees and costs are less than \$650,000, allowed legal fees and costs shall be paid in full, and the remaining balance shall be added to the Non-Appealing Fund and shall be distributed to Covered Claimants in accordance with the procedures for distributions from the Non-Appealing Fund. Allowed legal fees and costs shall be paid within 10 days of allowance on a first in first out basis. For purposes of this provision, "legal fees and expenses" shall include fees billed at the regular hourly rate of bankruptcy counsel for any qualifying claimant. "Legal fees and expenses" shall not include fees incurred by plaintiff's tort counsel, unless such claimant has not retained separate bankruptcy counsel, in which case legal fees incurred by tort counsel only in connection with the Chapter 11 Cases, and not the underlying tort cases, shall be reimbursable under this provision at that attorney's regular hourly rate (or is such attorney does not have a regular hourly rate at the average hourly rate for attorneys of similar experience in the jurisdiction where such attorney's office is located to be determined by the Blitz Personal Injury Trustee in consultation with the Blitz Personal Injury TAC). "Legal fees and expenses" shall include travel expenses, expert fees and deposition transcript costs incurred in connection with the Bankruptcy Cases by

bankruptcy counsel or by tort counsel in the instance where separate bankruptcy counsel has not been retained.

2.4 MSP Claims Reporting.

(a) It is the position of the Proponents that neither Debtors nor any Protected Party will have any reporting obligations in respect of their contributions to the Blitz Personal Injury Trust, or in respect of any payments, settlements, resolutions, awards, or other claim liquidations by the Blitz Personal Injury Trust, under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith (“MMSEA”). Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Third Circuit or the United States Supreme Court), or a letter from the Secretary of Health and Human Services confirming that the Debtors or any Protected Party have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Blitz Personal Injury Trust or with respect to contributions made or will make to the Blitz Personal Injury Trust, the Blitz Personal Injury Trust shall, at its sole expense, in connection with the implementation of the Plan, act as a reporting agent for the Debtors and/or the Protected Parties and shall timely submit all reports that would be required to be made by the Debtors and/or the Protected Parties under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Blitz Personal Injury Trust or with respect to contributions to the Blitz Personal Injury Trust including, but not limited to, reports that would be required if the Debtors and/or any Protected Party were determined to be “applicable plans” for purposes of MMSEA, or any of the Debtors and/or any Protected Party were otherwise found to have MMSEA reporting requirements. The Blitz Personal Injury Trust, in its role as reporting agent for the Debtors and/or any Protected Party shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(b) If the Blitz Personal Injury Trust is required to act as a reporting agent for the Debtors and/or any Protected Party pursuant to the provisions of section 2.4(a) above, the Blitz Personal Injury Trust shall provide a written certification to each of the Debtors and/or any Protected Party within ten (10) days following the end of each calendar quarter, confirming that all reports to CMS required by section 2.4(a) have been submitted in a timely fashion, and identifying (i) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance, and (ii) any payments to Medicare benefits recipients or Medicare-eligible beneficiaries that the Blitz Personal Injury Trust did not report to CMS.

(c) With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Blitz Personal Injury Trust shall, upon request by the Debtors and/or any Protected Party, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; *provided, however*, that the Blitz Personal Injury Trust may redact from such copies the names, social security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, Claimants, guardians, conservators and/or other personal representatives, as applicable.

(d) If the Blitz Personal Injury Trust is required to act as a reporting agent for the Debtors and/or any Protected Party pursuant to the provisions of section 2.4(a) above, with respect to each claim of a Medicare benefits recipient or Medicare-eligible beneficiary that was paid by the Blitz Personal Injury Trust and not disclosed to CMS, the Blitz Personal Injury Trust shall, upon request by the Debtors and/or any Protected Party, promptly provide the last four digits of the Claimant's social security number, the year of the Claimant's birth, the Claimant's injury, and any other information that may be necessary in the reasonable judgment of the Debtors and/or any Protected Party to satisfy their obligations, if any, under MMSEA, as well as the basis for the Blitz Personal Injury Trust's failure to report the payment. In the event the Debtors and/or any Protected Party disagrees with the Blitz Personal Injury Trust's decision not to report a claim paid by the Blitz Personal Injury Trust, the Blitz Personal Injury Trust shall promptly report the payment to CMS. All documentation relied upon by the Blitz Personal Injury Trust in

making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six years following such determination.

(e) If the Blitz Personal Injury Trust is required to act as a reporting agent for the Debtors and/or any Protected Party pursuant to the provisions of section 2.4(a) above, the Blitz Personal Injury Trust shall make the reports and provide the certifications required by sections 2.4(a) and (b) above until such time as each of the Debtors and/or any Protected Party all determine, in their reasonable judgment, that they have no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Blitz Personal Injury Trust or contributions to the Blitz Personal Injury Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of the conditions set forth in section 2.4(a) above, and if the Debtors and/or any Protected Party reasonably determine, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Blitz Personal Injury Trust shall promptly perform its obligations under sections 2.4(a) and (b) above.

(f) Section 2.4(a) above is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Debtors and/or any Protected Party are in fact "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Blitz Personal Injury Trust or contributions to the Blitz Personal Injury Trust under MMSEA or any other statute or regulation.

(g) In the event that CMS concludes that reporting done by the Blitz Personal Injury Trust in accordance with section 2.4(a) above is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Blitz Personal Injury Trust, the Debtors and/or any Protected Party a concern with respect to the sufficiency or timeliness of such reporting, or there appears to the Debtors and/or any Protected Party a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to section 2.4(b), (c) or (d) or other credible information, then each of the Debtors and/or any Protected Party shall have the right to submit its own reports to

CMS under MMSEA, and the Blitz Personal Injury Trust shall provide to any party that elects to file its own reports such information as the electing party may require in order to comply with MMSEA, including, without limitation, the full reports filed by the Blitz Personal Injury Trust pursuant to section 2.4(a) above without any redactions. The Debtors and/or any Protected Party shall keep any information they receive from the Blitz Personal Injury Trust pursuant to this section 2.4(g) confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

(h) Notwithstanding any other provisions hereof, if the Blitz Personal Injury Trust is required to act as a reporting agent for the Debtors and/or any Protected Party, then such Entities shall take all steps necessary and appropriate as required by CMS to permit any reports contemplated by this section to be filed. Furthermore, until the Debtors and/or any Protected Party provide the Blitz Personal Injury Trust with any necessary information that may be provided by CMS's Coordination of Benefits Contractor (the "COBC") to effectuate reporting, the Blitz Personal Injury Trust shall have no obligation to report under section 2.4(a) above with respect to any such entity that has not provided such information.

2.5 Payment of MSP Obligations.

In connection with the implementation of the Plan, the Blitz Personal Injury Trustee shall obtain prior to remittance of funds to Covered Claimants' counsel or the Covered Claimant, if *pro se*, in respect of any Blitz Personal Injury Trust Claim a certification from the Covered Claimant to be paid that said Covered Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Blitz Personal Injury Trust Claim. The Blitz Personal Injury Trust shall provide a quarterly certification of its compliance with this section to each of the Debtors and each Protected Party, and permit reasonable audits by such entities, no more often than quarterly, to confirm the Blitz Personal Injury Trust's compliance with this section.

For the avoidance of doubt, the Blitz Personal Injury Trust shall be obligated to comply with the requirements of this section regardless of whether the Debtors and/or any Protected Party elects to file its own reports under MMSEA pursuant to section 2.4(g) above.

2.6 Retention of Qualified MSP Compliance Vendor.

In accordance with section 4.12 of the Plan, the Blitz Personal Injury Trust shall, at its expense, retain _____ to provide such services as are required to ensure compliance with the Blitz Personal Injury Trust's MSP requirements. The Participating Insurers and Wal-Mart shall have the right to obtain information from _____, the Blitz Personal Injury Trust and any holder of a Covered Blitz Personal Injury Claim as they may reasonably request to ensure that the Blitz Personal Injury Trust has complied with MSP requirements or for the purpose of internal audits and insurance or reinsurance claims. The Blitz Personal Injury Trust is prohibited from making a distribution to any holder of a Blitz Personal Injury Claim who refuses to provide the information necessary to meet MSP requirements with regard to that claimant. If a Covered Claimant fails to provide the information necessary to meet MSP requirements by the date by which the Blitz Personal Injury Trustee intends to terminate the Blitz Personal Injury Trust in accordance with section 6.4 of this Agreement, any amount reserved for such Covered Claimant shall be treated as a residual fund to be redistributed to other Covered Claimants pursuant to either paragraph I of the TDP Scoring System (if such funds were reserved from the Special Circumstances Fund for the benefit of a Covered Claimant with a claim against the Special Circumstances Fund) or paragraph K of the TDP Scoring System (if such funds were reserved from the Non-Appealing Fund for the benefit of a Covered Claimant who does not have a claim against the Special Circumstances Fund).

2.7 Indemnification for Medicare Claims Reporting and Payment Obligations.

For the avoidance of doubt, the Blitz Personal Injury Trust shall defend, indemnify save and hold harmless each Protected Party from any claims in respect of Medicare claims reporting and payment obligations in connection with Blitz Personal Injury Trust Claims, including any obligations owing or potentially owing under MMSEA or 42 U.S.C. § 1395y(b) or any related rules, regulations, or guidance issued in connection therewith, or relating thereto, and any claims arising from or related to the Blitz Personal Injury Trust's obligations under sections 2.4 and 2.5 above. All defense and indemnity costs described in this section shall be assessed pro rata against the Non-Appealing Fund and the Special Circumstances Fund as set forth in the TDP Scoring System provided, however, that in the event that either the Non-Appealing Fund or the Special Circumstances Fund is unable to satisfy its pro rata obligations to the Protected Parties, such obligations shall be satisfied in full by the other Fund.

SECTION 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Blitz Personal Injury Trustee may, from time to time, create such accounts and reserves as he or she may deem necessary, prudent, or useful to (i) provide for the payment, or to make provision for future payment, of expenses incurred or reasonably anticipated to be incurred by the Blitz Personal Injury Trust (the “Cost Reserve”) and (ii) provide for the payment, or to make provision for future payment, on account of liquidated Blitz Personal Injury Trust Claims; and may, with respect to any such account or reserve, restrict the use of monies therein; provided, however, that such reserve be consistent with the allocation of expenses between the Non-Appealing Fund and the Special Circumstances Fund as set forth in the TDP Scoring System. With respect to the reserves contemplated under subpart (ii) above, reserves will be set consistent with Section 6.5 of the Blitz Personal Injury Trust Distribution Procedures. Because there are limited funds available in the Blitz Personal Injury Trust for the payment of the Blitz Personal Injury Claims, no Covered Claimant is entitled to payment “in full,” payment that is disproportionately larger than similarly situated Covered Claimants with the same injuries and similar characteristics, or payment that is at the expense of other Covered Claimants. The amount of the initial Cost Reserve shall be \$1,000,000.00, deducted *pro rata* from the Non-Appealing Fund and the Special Circumstances Fund (*i.e.*, Because the \$30,000,000 allocated to the Special Circumstances Fund represents 18.75% of \$160,000,000, \$187,500 of the \$1,000,000 reserve shall come from the Special Circumstances Fund and \$812,500 shall come from the Non-Appealing Fund). After consultation with the Blitz Personal Injury TAC, the Blitz Personal Injury Trustee may increase the size of the Cost Reserve in an amount necessary to provide for expenses incurred or reasonably anticipated to be incurred by the Blitz Personal Injury Trustee. The Blitz Personal Injury Trustee shall include a reasonably detailed description of any account or reserve created in accordance with this section 3.1 in the annual reports described in section 2.2(c)(i) hereof, which description shall include, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account, and the payments or disbursements made from each such account.

3.2 Investments. Investment of monies held in the Blitz Personal Injury Trust shall be administered in a manner consistent with the standards set forth in the Uniform Prudent Investor Act, subject to the following limitations and provisions:

(a) The Blitz Personal Injury Trust may invest in well diversified equity portfolios whose benchmark is a broad equity market index such as, but not limited to, the S&P 500 Index, Russell 1000 Index, S&P ADR Index or MSCI EAFE Index. The Blitz Personal Injury Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the Blitz Personal Injury Trust would hold more than 5% of the equity in such entity or business enterprise. The Blitz Personal Injury Trust shall not hold, directly or indirectly, more than 10% of the equity in any entity or business enterprise.

(b) The Blitz Personal Injury Trust shall not acquire or hold any long-term debt securities unless (i) such securities are included in the Blitz Personal Injury Trust Assets under the Plan, (ii) such securities are rated "Baa" or higher by Moody's, "BBB" or higher by Standard & Poor's ("S&P's"), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. This restriction does not apply to any pooled investment vehicles where pooled assets receive an investment grade rating (i.e., "BBB" rating or above) by a nationally recognized rating agency.

(c) Notwithstanding (b) above, the Blitz Personal Injury Trust may acquire or hold additional non-investment grade debt securities for longer than ninety (90) days if the Blitz Personal Injury Trust holds these securities as part of the Blitz Personal Injury Trust's intermediate-term bond manager portfolio, and such securities represent no more than 5% of the bond manager's portfolio.

(d) The Blitz Personal Injury Trust shall not acquire or hold for longer than ninety (90) days any commercial paper unless such commercial paper is rated "Prime-1" or higher by Moody's or "A-1" or higher by S&P's or has been given an equivalent rating by another nationally recognized statistical rating agency.

(e) The Blitz Personal Injury Trust shall not acquire any debt securities or other instruments issued by any entity if, following such acquisition, the aggregate market value of all debt securities and instruments issued by such entity held by the Blitz Personal Injury Trust would exceed 5% of the aggregate value of the Blitz Personal Injury Trust

Assets. There is no limitation on holding debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(f) The Blitz Personal Injury Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 3.2(b) above.

(g) The Blitz Personal Injury Trust may acquire and hold any securities or instruments obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(f) above.

(h) The Blitz Personal Injury Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Blitz Personal Injury Trustee, they are adequately collateralized based on the advice and recommendation of its investment managers, the Blitz Personal Injury Trust may allow its investment managers to acquire prudently or hold derivative instruments like options and futures in the normal course of portfolio management. Specifically, the Blitz Personal Injury Trust may acquire or hold derivatives to manage or mitigate portfolio risk, including, but not limited to, interest rate risk and equity market risk. Using derivative instruments to leverage a portfolio to enhance returns (at a much greater risk to the portfolio) is prohibited.

(i) The Blitz Personal Injury Trust may lend securities on a short-term basis, subject to adequate, normal and customary collateral arrangements.

3.3 Source of Payments. All Blitz Personal Injury Trust Expenses and all other liabilities of the Blitz Personal Injury Trust shall be payable solely by the Blitz Personal Injury Trustee in a manner consistent with the allocation of costs and expenses pro rata between the Non-Appealing Fund and the Special Circumstances Fund as set forth in the TDP Scoring System. Neither any Protected Party or their respective subsidiaries, successors in interest, or the present or former shareholders, directors, officers, employees or agents, or their respective subsidiaries, nor the Blitz Personal Injury Trustee in his or her personal capacity, the Blitz Personal Injury TAC, or any of their respective officers, agents, advisors, or employees shall be liable for the payment of

Blitz Personal Injury Trust Expenses or any other liability of the Blitz Personal Injury Trust. The Blitz Personal Injury Trustee shall include a reasonably detailed description of Blitz Personal Injury Trust Expenses and other liabilities paid in accordance with this section 3.3 in the annual reports described in section 2.2(c)(i) above.

SECTION 4

BLITZ PERSONAL INJURY TRUSTEE

4.1 Number. There shall be one (1) Blitz Personal Injury Trustee. The initial Blitz Personal Injury Trustee shall be the person named on the signature page hereof.

4.2 Term of Service.

(a) The initial Blitz Personal Injury Trustee named pursuant to section 4.1 above shall serve an initial term of three (3) years. Thereafter each term of service shall be five (5) years. The initial Blitz Personal Injury Trustee shall serve from the Effective Date until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to section 4.2(b) below, (iv) his or her removal pursuant to section 4.2(c) below, or (v) the termination of the Blitz Personal Injury Trust pursuant to section 7.2 below.

(b) A Blitz Personal Injury Trustee may resign at any time by written notice to the Blitz Personal Injury TAC. Such notice shall specify a date when such resignation shall take place, which shall not be less than 90 days after the date such notice is given, where practicable.

(c) A Blitz Personal Injury Trustee may be removed by order of the Bankruptcy Court upon notice and motion filed by the Blitz Personal Injury TAC in the event that the Blitz Personal Injury Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation (i) substantial failure to comply with the general administration provisions of section 2.2 above, (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of the Blitz Personal Injury Trustee hereunder, (iii) repeated nonattendance at scheduled meetings, or (iv) one of the circumstances set forth in section 4.7 of this Agreement. Removal shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor Blitz Personal Injury Trustee.

(a) In the event of a vacancy in the position of a Blitz Personal Injury Trustee, the Blitz Personal Injury TAC shall consult concerning appointment of a successor (a "Successor Blitz Personal Injury Trustee"). The vacancy shall be filled by the vote of a majority of the Blitz Personal Injury TAC members. In the event that the Blitz Personal Injury TAC members fail to secure a majority vote for the appointment of a Successor Blitz Personal Injury Trustee, the Bankruptcy Court shall make the appointment. Nothing shall prevent the reappointment of a Blitz Personal Injury Trustee for an additional term or terms except that a Blitz Personal Injury Trustee removed for cause shall not be reappointed.

(b) Immediately upon the appointment of any Successor Blitz Personal Injury Trustee, all rights, titles, duties, powers and authority of the predecessor Blitz Personal Injury Trustee hereunder shall be vested in, and undertaken by, the Successor Blitz Personal Injury Trustee without any further act. No Successor Blitz Personal Injury Trustee shall be liable personally for any act or omission of his or her predecessor Blitz Personal Injury Trustee.

(c) Each Successor Blitz Personal Injury Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor Blitz Personal Injury Trustee completed his or her term, (ii) the end of the remainder of the term of the Blitz Personal Injury Trustee whom he or she is replacing if said predecessor Blitz Personal Injury Trustee did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to section 4.2(b) above, (v) his or her removal pursuant to section 4.2(c) above, or (vi) the termination of the Blitz Personal Injury Trust pursuant to section 7.2 below.

4.4 Liability of Blitz Personal Injury Trustee, Blitz Personal Injury TAC.

Neither the Blitz Personal Injury Trustee nor the members of the Blitz Personal Injury TAC shall have any liability to the Blitz Personal Injury Trust, to any Blitz Personal Injury Trust Claimant, or to any other Entity, for actions taken or not taken in connection with the operation of the Blitz Personal Injury Trust or the administration, processing, settlement, resolution, liquidation, satisfaction and/or payment of Blitz Personal Injury Trust Claims under the Blitz

Personal Injury TDP except for a breach of fiduciary duty by any of the foregoing committed through fraud, gross negligence or willful misconduct.

4.5 Compensation and Expenses of Blitz Personal Injury Trustee.

(a) The Blitz Personal Injury Trustee shall receive a retainer from the Blitz Personal Injury Trust to be paid from the Cost Reserve for his or her service as a Blitz Personal Injury Trustee in the amount of \$_____ per annum² (the "Retainer"), which shall be payable in quarterly installments. The purpose of the Retainer is to provide a source for payment of the Blitz Personal Injury Trustee's hourly fee and expense reimbursement (see paragraph 4.5(c)). For all time expended (i) administering the Blitz Personal Injury Trust in accordance with the terms of this Agreement and the Plan, (ii) preparing for and attending Blitz Personal Injury Trust meetings, and (iii) receiving, processing, administering, resolving, liquidating and/or paying Blitz Personal Injury Trust Claims, the Blitz Personal Injury Trustee shall receive the sum of \$_____ per hour³, and the sum of \$_____ per hour⁴ for non-working travel time, in both cases computed on a quarter-hour basis. The Blitz Personal Injury Trustee shall record all hourly time to be charged to the Blitz Personal Injury Trust on a daily basis. If any payments received from by the Blitz Personal Injury Trustee from the Retainer are determined by the Blitz Personal Injury Trustee to be properly allocable to a particular Covered Claimant as an Individual Cost (each, a "Reimbursable Payment"), then, at the time the Individual Cost that qualifies as a Reimbursable Payment would have otherwise been deducted from the distribution to be made to such Covered Claimant, an amount equal to such Reimbursable Payment shall be transferred to the Cost Reserve from the Non-Appealing Fund or the Special Circumstances Fund (as applicable, depending on whether the Covered Claimant at issue is to be paid from the Non-Appealing Fund or the Special Circumstances Fund).

(b) On a monthly basis, by the 15th day of each month for the preceding month, the Blitz Personal Injury Trustee shall submit bills for compensation for such preceding month to the Blitz Personal Injury TAC and to any counsel for a Covered Claimant that has requested copies of such bills. If no objection is made in writing to such bill within

² To be determined prior to the Confirmation Hearing.

³ To be determined prior to the Confirmation Hearing.

⁴ To be determined prior to the Confirmation Hearing.

seven (7) days of submission, then the Blitz Personal Injury Trustee shall be entitled to pay such bill from the Retainer or, if the Retainer has been exhausted, from the Blitz Personal Injury Trust Assets. If a written objection is timely submitted to the Blitz Personal Injury Trustee, the objecting party shall discuss its objection in good faith with the Blitz Personal Injury Trustee in an effort to reach a consensual resolution. If no resolution is reached within seven (7) days of submission of a written objection then the Blitz Personal Injury Trustee shall be entitled to payment of the monthly bill to which such objection was submitted unless a written objection is filed with the Bankruptcy Court seeking a determination of the matter. An objection to a monthly bill filed with the Bankruptcy Court and notice of any hearing scheduled on such matter must be served on the Blitz Personal Injury Trust and the members of the Blitz Personal Injury TAC. If a written objection is filed, payment of the bill to which the objection relates shall be made only pursuant to (i) an order of the Bankruptcy Court or (ii) agreement of the Blitz Personal Injury Trustee and the party filing the objection, which agreement also would result in a withdrawal of the objection filed with the Bankruptcy Court.

(c) The Blitz Personal Injury Trust will promptly reimburse the Blitz Personal Injury Trustee for all reasonable out-of-pocket costs and expenses incurred by the Blitz Personal Injury Trustee in connection with the performance of his or her duties hereunder, provided however, that the Blitz Personal Injury TAC may make such motion to the Bankruptcy Court as it deems advisable to seek disgorgement of any cost or expense for which the Blitz Personal Injury Trustee has received reimbursement that the Blitz Personal Injury TAC believes was not reasonable under the circumstances. The costs and expenses incurred by the Blitz Personal Injury Trustee shall be apportioned between the Non-Appealing Fund and the Special Circumstances Fund as set forth in the TDP Scoring System.

(d) The aforementioned Retainer and hourly compensation payable to the Blitz Personal Injury Trustee hereunder shall be reviewed every year by the Blitz Personal Injury Trustee and, after consultation with the members of the Blitz Personal Injury TAC, appropriately adjusted as may be reasonable under the circumstances including, without limitation, for changes in the cost of living.

(e) The Blitz Personal Injury Trust shall include a description of the amounts paid under this section 4.5 in the accounts to be filed with the Bankruptcy Court and provided to the Blitz Personal Injury TAC pursuant to section 2.2(c)(i) above.

4.6 Blitz Personal Injury Trustee's Employment of Experts. The Blitz Personal Injury Trustee may, but shall not be required to, retain and/or consult with legal counsel, accountants, auditors, experts, or financial and investment advisors on the matters submitted to the Blitz Personal Injury Trustee (a "Trust Professional"). In the absence of gross negligence, the written opinion of, or information provided by, any such Trust Professional on the particular matter in respect of which such Trust Professional is an expert may be relied upon by the Blitz Personal Injury Trustee and shall be full and complete authorization and protection to the Blitz Personal Injury Trustee in respect of any action taken or not taken in good faith by the Blitz Personal Injury Trustee otherwise consistent with this Agreement and in accordance with the written opinion of or information provided by such Trust Professional. The reasonable and necessary fees for any Trust Professional(s) will be paid from the Blitz Personal Injury Trust Assets and allocated, as permitted under the TDP Scoring System, to one or more Covered Claimants as an Individual Cost (as defined and using the methodology described in the TDP Scoring System) to be charged to a particular Covered Claimant or as a General Cost (as defined and using the methodology described in the TDP Scoring System) to be paid from the Cost Reserve.

4.7 Blitz Personal Injury Trustee's Independence. The Blitz Personal Injury Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Entity with a financial interest in the operation of the Blitz Personal Injury Trust. No Blitz Personal Injury Trustee shall act as an attorney for any Claimant either (i) in connection with such Claimant's Blitz Personal Injury Trust Claim, or (ii) otherwise prior to final payment on account of such Blitz Personal Injury Trust Claim, and (iii) the Blitz Personal Injury Trustee shall not make any agreement with the holder of any Blitz Personal Injury Trust Claim or such Claimant's representative prior to final payment on account of such Blitz Personal Injury Trust Claim applicable after such final payment. In addition to the circumstances set forth in section 4.2(c) of this Agreement, any violation of this section 4.7 shall be cause for removal of the Blitz Personal Injury Trustee.

4.8 Bond. The Blitz Personal Injury Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

SECTION 5

TRUST ADVISORY COMMITTEE

5.1 Formulation and Members. The Blitz Personal Injury TAC shall be formed pursuant to the Plan as of the Effective Date. The Blitz Personal Injury TAC shall consist of four (4) members, who shall initially be the persons named on the signature page hereof. Because there will be an even number of members of the Blitz Personal Injury TAC, in the event a vote of the Blitz Personal Injury TAC results in a tie, the Blitz Personal Injury Trustee shall hold a tiebreaker vote. In the event a member of the Blitz Personal Injury TAC is unable to attend an in-person or telephonic meeting of the Blitz Personal Injury TAC, such member may designate an alternate to attend such meeting on his or her behalf with such alternate having the same rights to be heard and vote on all matters discussed.

5.2 Duties. The members of the Blitz Personal Injury TAC shall serve in a fiduciary capacity representing all Blitz Personal Injury Claimants and Protected Parties. The Blitz Personal Injury Trustee must consult with the Blitz Personal Injury TAC on matters identified in section 2.2(e) above and may consult with the Blitz Personal Injury TAC with respect to such other matters relating to the Blitz Personal Injury Trust and the administration, processing, settlement, resolution, liquidation, satisfaction and/or payment, as applicable, of Blitz Personal Injury Trust Claims as the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC deem advisable.

5.3 Term of Office.

(a) The initial members of the Blitz Personal Injury TAC appointed in accordance with section 5.1 above shall serve the staggered three-, four-, or five-year terms shown on the signature pages hereof. Thereafter, each term of office shall be five (5) years. Each member of the Blitz Personal Injury TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to section 5.3(b) below, (iii) his or her removal pursuant to section 5.3(c) below, (iv) the end of his or her term as provided above, or (v) the termination of the Blitz Personal Injury Trust pursuant to section 7.2 below.

(b) A member of the Blitz Personal Injury TAC may resign at any time by written notice to the other members of the Blitz Personal Injury TAC and the Blitz Personal Injury Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the Blitz Personal Injury TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated nonattendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the Blitz Personal Injury TAC with the approval of the Bankruptcy Court.

5.4 Appointment of Successor Members.

(a) A vacancy in the Blitz Personal Injury TAC caused by resignation, death or as a result of removal, shall be filled with an individual, not a firm, approved by the majority vote of the Blitz Personal Injury Trustee and all remaining members of the Blitz Personal Injury TAC. Nothing in this Agreement shall prevent the reappointment of an individual serving as a member of the Blitz Personal Injury TAC for an additional term or terms, except that a member removed for cause may not be reappointed, and there shall be no limitation on the number of terms that a Blitz Personal Injury TAC member may serve.

(b) Each successor member of the Blitz Personal Injury TAC shall serve until the earlier of (i) the end of the full term of five (5) years for which he or she was appointed if his or her immediate predecessor member of the Blitz Personal Injury TAC completed his or her term, (ii) the end of the term of the member of the Blitz Personal Injury TAC whom he or she replaced if his or her predecessor member did not complete such term, (iii) his or her death, (iv) his or her resignation pursuant to section 5.3(b) above, (v) his or her removal pursuant to section 5.3(c) above, or (vi) the termination of the Blitz Personal Injury Trust pursuant to section 7.2 below.

5.5 Blitz Personal Injury TAC's Employment of Professionals. The Blitz Personal Injury TAC may at the sole and non-reimbursable cost of its members (but is not required to)

retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Blitz Personal Injury TAC to be qualified as experts on matters submitted to the TAC (the "TAC Professionals"). Subject to the provisions of section 6.1 of this Agreement, the Blitz Personal Injury TAC and the TAC Professionals shall at all times have complete access to the Blitz Personal Injury Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Blitz Personal Injury Trust or the Blitz Personal Injury Trustee other than the Blitz Personal Injury Privileged Information (as defined in the Plan), provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege, and provided further that the foregoing provisions shall not amend, modify, or alter in any fashion the provisions regarding and/or restrictions applicable to Blitz Personal Injury Privileged Information or Blitz Personal Injury Confidential Information (each as defined in the Plan), the terms of which apply fully hereunder. In the absence of gross negligence, the written opinion of or information provided by any such TAC Professional on the particular matter in respect of which such TAC Professional is an expert may be relied upon by the Blitz Personal Injury TAC and shall be full and complete authorization and protection to the Blitz Personal Injury TAC in respect of any action taken or not taken in good faith by the Blitz Personal Injury TAC otherwise consistent with this Agreement and in accordance with the written opinion of or information provided by such TAC Professional.

5.6 Compensation and Expenses of Blitz Personal Injury TAC. The members of the Blitz Personal Injury TAC shall receive compensation from the Blitz Personal Injury Trust from the Blitz Personal Injury Trust Assets for their services as members of the Blitz Personal Injury TAC in the form of an hourly rate of no more than \$350 per hour for preparation for and attendance at meetings or other conduct of the Blitz Personal Injury Trust as may be specifically requested by the Blitz Personal Injury Trustee and for which the Blitz Personal Injury Trustee agrees in advance to provide reasonable compensation. The members of the Blitz Personal Injury TAC shall also be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred by the members of the Blitz Personal Injury TAC in connection with their attendance at meetings and as may be agreed upon by the Blitz Personal Injury Trustee. Any such reimbursement or direct payment shall be deemed a Blitz Personal Injury Trust Expense and allocated, as permitted under the TDP Scoring System, to one or more Covered Claimants as

an Individual Cost (as defined and using the methodology described in the TDP Scoring System) to be charged to a particular Covered Claimant or as a General Cost (as defined and using the methodology described in the TDP Scoring System) to be paid from the Cost Reserve. The Blitz Personal Injury Trust shall include a description of the fees, costs, and expenses incurred under this section 5.6 in the accounts to be filed with the Bankruptcy Court and provided to the Blitz Personal Injury Trustee and the Blitz Personal Injury TAC, pursuant to section 2.2(c)(i) above.

SECTION 6

GENERAL PROVISIONS

6.1 Procedures for Consultation with Blitz Personal Injury TAC. In the event the Blitz Personal Injury Trustee is required to consult with the Blitz Personal Injury TAC as provided herein, the Blitz Personal Injury Trustee shall provide the Blitz Personal Injury TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Blitz Personal Injury Trustee shall also provide the Blitz Personal Injury TAC with such reasonable access to Trust Professionals and other experts retained by the Blitz Personal Injury Trust and its staff (if any) as the Blitz Personal Injury TAC may reasonably request during the time that the Blitz Personal Injury Trustee is considering such matter, and shall also provide Blitz Personal Injury TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Blitz Personal Injury Trustee; provided that in no event shall the Blitz Personal Injury TAC or its members (A) have any role, whether by consent, consultation or otherwise, in the Blitz Personal Injury Trust's selection of counsel, experts or other professionals to defend Blitz Personal Injury Trust Claims against the Blitz Personal Injury Trust, or (B) have any right to consult with or obtain information from the Blitz Personal Injury Trust or anyone employed by the Blitz Personal Injury Trust concerning the defense of any such Blitz Personal Injury Trust Claims.

In determining when to take definitive action on any matter subject to the consultation process set forth in this section 6.1, the Blitz Personal Injury Trustee shall take into consideration the time required for the Blitz Personal Injury TAC, if its members so wish, to engage and consult with its own independent financial or investment advisors as to such matter. In any event, the Blitz Personal Injury Trustee shall not take definitive action on any such matter

until at least thirty (30) days after providing the Blitz Personal Injury TAC with the initial written notice that such matter is under consideration by the Blitz Personal Injury Trustee, unless such time period is waived by the Blitz Personal Injury TAC.

6.2 Indemnification.

(a) The Blitz Personal Injury Trust shall indemnify, hold harmless and defend the Blitz Personal Injury Trustee, and the members of the Blitz Personal Injury TAC in the performance of their respective duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately held liable as a result of such individual's own breach of fiduciary duty committed through fraud, gross negligence or willful misconduct. As set forth in the TDP Scoring System, the foregoing indemnification costs shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein.

(b) The Blitz Personal Injury Trust shall fully and completely defend each of the Debtors, the present and former directors and officers of each of the Debtors, the Participating Insurers, Wal-Mart, the BAH Released Parties, shareholders of the Debtors solely in their capacity as shareholders and solely related to the Blitz Personal Injury Claims, and the Representatives, Affiliates, subsidiaries and/or successors of each of the foregoing in connection with any proceeding involving, relating to or arising out of, in whole or in part, the enforcement or enforceability of the Channeling Injunction. In the event any person or Entity asserts any claim that is subject to the Channeling Injunction, the Blitz Personal Injury Trust shall, at its own expense, defend the validity of the Channeling Injunction and its application and use its best efforts to establish that such Claim is enjoined. The Participating Insurers, Wal-Mart and the BAH Settling Parties (i) shall have consultation and approval rights with respect to the selection of counsel hired by the Blitz Personal Injury Trust for such defense obligations and (ii) shall have the right, at their own cost and expense, to associate in the defense in any proceeding

concerning the enforcement and application of the Channeling Injunction. If the Blitz Personal Injury Trust breaches its duty to fully and completely defend the Protected Parties, the Blitz Personal Injury Trust is obligated to indemnify the Protected Parties, including advancement of defense costs. As set forth in the TDP Scoring System, the foregoing indemnification costs shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein provided, however, that in the event that either the Non-Appealing Fund or the Special Circumstances Fund is unable to satisfy its pro rata obligations to the Protected Parties, such obligations shall be satisfied in full by the other fund.

(d) The Blitz Personal Injury Trust may but is not required to (after consulting with the Blitz Personal Injury TAC) purchase and maintain reasonable amounts and types of insurance on behalf of an Indemnified Party to provide for payment of the obligations of the Blitz Personal Injury Trust under this section 6.2 of this Agreement. As set forth in the TDP Scoring System, the costs of any such insurance shall be borne pro rata between the Non-Appealing Fund and the Special Circumstances Fund in the manner described therein.

6.3 Irrevocability. The Blitz Personal Injury Trust is irrevocable.

6.4 Termination.

(a) The Blitz Personal Injury Trust shall automatically terminate on the date that is ninety (90) days after the first to occur of the following events (the "Termination Date"):

- (i) the Blitz Personal Injury Trustee decides to terminate the Blitz Personal Injury Trust because the Blitz Personal Injury Claims duly filed with the Blitz Personal Injury Trust have been liquidated and paid to the extent provided in this Agreement and the Blitz Personal Injury TDP or disallowed; or
- (ii) if the Blitz Personal Injury Trustee has procured (after consulting with the Blitz Personal Injury TAC) and has in place irrevocable insurance policies and has established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected

remaining obligations and expenses of the Blitz Personal Injury Trust in a manner consistent with this Agreement and the Blitz Personal Injury TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a Final Order.

(b) On the Blitz Personal Injury Trust Termination Date, after the payment of all the Blitz Personal Injury Claims have been provided for and the liquidation of all properties and other non-cash trust assets then held by the Blitz Personal Injury Trust, all monies remaining in the Non-Appealing Fund (including any funds originating from the Non-Appealing Fund held in the Cost Reserve described in paragraph 3.1 above) shall be distributed pro rata to holders of Allowed Covered Blitz Personal Injury Claims that accepted their Offer Amount from the Blitz Personal Injury Trust and received an award from the Non-Appealing Fund in proportion to the amount each Covered Claimant received from the Non-Appealing Fund. Or, if in the judgment of the Blitz Personal Injury Trustee, such sums are determined to be *de minimis* such that the costs associated with making such a distribution would outweigh the impact of the distribution, then the excess funds may be given to such organization(s), exempt from federal income tax under section 501(c)(3) of the IRC, at the discretion of the Blitz Personal Injury Trustee. The amount of monies allocated to the Special Circumstances Fund shall be completely exhausted by costs and payments to Covered Claimants making application to the Special Circumstances Fund. All remaining monies originating from the Special Circumstances Fund held in the Cost Reserve described in paragraph 3.1 above shall be distributed pro rata among Covered Claimants receiving payment from the Special Circumstances Fund. Notwithstanding any contrary provision of the Plan and related documents, this section 6.4(b) cannot be modified or amended.

6.5 Amendments.

(a) Except as otherwise provided in sections 6.5(b) and 6.5(c) below, the Blitz Personal Injury Trustee, after consultation with the Blitz Personal Injury TAC, may modify or amend this Agreement and the Blitz Personal Injury Trust By-laws, provided that any such amendments must be consistent with the requirements of the Plan. The Blitz Personal Injury Trustee, after consultation with the Blitz Personal Injury TAC, may modify or

amend the Blitz Personal Injury TDP, *provided, however*, that no amendment to the Blitz Personal Injury TDP shall be inconsistent with the limitations on amendments provided therein, and provided further that any such amendments must be consistent with the requirements of the Plan and that the Blitz Personal Injury Trustee shall give the Blitz Personal Injury TAC prior notice of the proposed amendments. Any modification or amendment made pursuant to this section 6.5 must be done in writing. Notwithstanding anything contained in this Agreement, any Blitz Personal Injury Trust Bylaws, or the Blitz Personal Injury TDP to the contrary, neither this Agreement, the Blitz Personal Injury Trust Bylaws, nor the Blitz Personal Injury TDP shall be modified or amended in any way that could jeopardize, impair, or modify (i) the efficacy or enforceability of the injunctions entered in connection with confirmation of the Plan, or (ii) the status of the Blitz Personal Injury Trust as a qualified settlement fund under section 468B of the IRC.

(b) Sections 2.4, 2.5 and 2.6 of this Agreement may not be amended without the prior written consent of the Participating Insurers and Wal-Mart.

(c) There shall be no amendments to (i) the TDP Scoring System, (ii) the enumerated criteria listed in paragraph H of the TDP Scoring System for application to the Special Circumstances Fund, (iii) the amounts allocated to the Non-Appealing Fund and the Special Circumstances Fund, (iv) the mechanisms for allocating costs and expenses to Covered Claimants (including the Cost Reserve mechanism described in section 3.1 above), (v) the mechanism for review and objection to fees and expenses incurred by the Blitz Personal Injury Trustee described in section 4.5 above, or (vi) this section 6.5(c).

6.6 Severability. Should any provision in this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

6.7 Notices. Notices to Blitz Personal Injury Claimants asserting Blitz Personal Injury Trust Claims shall be given by first class mail, postage prepaid, at the address of such person in each case as provided on such person's claim form submitted to the Blitz Personal Injury Trust with respect to his or her Blitz Personal Injury Trust Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or

sent by e-mail or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Blitz Personal Injury Trust: [TO BE PROVIDED]

To the Blitz Personal Injury Trustee: [TO BE PROVIDED]

To the Blitz Personal Injury TAC:

With a copy to:

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.8 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Protected Parties, the Blitz Personal Injury Trust, the Blitz Personal Injury Trustee, and their respective successors and assigns, except that neither the Protected Parties, the Blitz Personal Injury Trust, the Blitz Personal Injury Trustee, may assign or otherwise transfer any of its, or their, rights or obligations under this Agreement except, in the case of the Blitz Personal Injury Trust and the Blitz Personal Injury Trustee, as contemplated by section 2.1 above.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Agreement is contained herein and in the Plan Documents referred to herein, and this Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Agreement are inserted for convenience only and do not constitute a portion of this Agreement, nor in any manner affect the construction of the provisions of this Agreement.

6.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of law principles.

6.12 Debtors' Representations and Cooperation. The USA Debtors are hereby irrevocably designated as the settlors, and are hereby authorized to take any action required of the settlors in connection with this Agreement. Subject to possession of necessary funds to do so, the USA Debtors agree to reasonably cooperate as may be requested by the Blitz Personal Injury Trustee in implementing the goals and objectives of the Blitz Personal Injury Trust.

6.13 Dispute Resolution. Any disputes that arises under this Agreement or under the Blitz Personal Injury TDP may be resolved by (i) submission of the matter to an alternative dispute resolution ("ADR") process mutually-agreeable to the parties involved with such dispute, or (ii) application to the Bankruptcy Court for a judicial determination of the matter. Any review by the Bankruptcy Court of an agreed upon non-binding ADR procedure shall be *de novo*.

6.14 Enforcement and Administration. The provisions of this Agreement and the Blitz Personal Injury TDP shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Blitz Personal Injury Trustee and over any disputes hereunder not resolved by ADR in accordance with section 6.13 above.

6.15 Effectiveness. This Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of January, 2014.

BLITZ USA, INC., BLITZ RE HOLDINGS, LLC, BLITZ ACQUISITION, LLC
and MIAMIOK, LLC f/k/a F3BRANDS

By: _____
Name and Title:

LAM 2011 HOLDINGS, L.L.C. and BLITZ ACQUISITION HOLDINGS, INC.

By: _____
Name and Title:

BLITZ PERSONAL INJURY TRUSTEE

Expiration Date of Initial Term: _____
Anniversary of the date of this Agreement

Accepted and Agreed:

BLITZ PERSONAL INJURY TRUST
ADVISORY COMMITTEE

Expiration Date of Initial Term: _____
Anniversary of the date of this Blitz
Personal Injury Trust Agreement

Expiration Date of Initial Term: _____
Anniversary of the date of this Blitz
Personal Injury Trust Agreement

Expiration Date of Initial Term: _____
Anniversary of the date of this Blitz
Personal Injury Trust Agreement

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