

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

In re:	:	Chapter 11
	:	
BLITZ U.S. A., INC., <i>et al.</i> , ¹	:	Case No. 11-13603 (PJW)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Re: Docket Nos. 2006, 2007, 2008

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on December 19, 2013, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") and the Official Committee of Unsecured Creditors (the "**Committee**", and together with the Debtors, the "**Plan Proponents**") filed the *Debtors' and Official Committee of Unsecured Creditors' First Amended Joint Plan of Liquidation* [Docket No. 2006] (as it may be amended, modified or supplemented from time to time, the "**Plan**"). Capitalized terms used, but not defined, herein shall have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan contains various Exhibits (in each case, as may be amended, modified, or supplemented from time to time), including a form of Blitz Liquidating Trust Agreement, to be included in the Plan as Exhibit 3.

PLEASE TAKE FURTHER NOTICE that on January 6, 2014, the Committee filed this Plan Supplement with the attached form of Blitz Liquidating Trust Agreement. The Blitz Liquidating Trust Agreement remains subject to continuing review by the Plan Proponents and the Plan Proponents reserve all rights to amend, modify, or supplement the Blitz Liquidating Trust Agreement.

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.



PLEASE TAKE FURTHER NOTICE that the Plan Proponents reserve all rights to amend, modify or supplement any of the documents contained in the Plan or the Plan Supplement in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of the documents contained in the Plan or the Plan Supplement, the Plan Proponents will file a blackline version with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect any such amendments or modifications.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, this document has not yet been approved by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the hearing (the "**Confirmation Hearing**") to consider confirmation of the Plan is scheduled to commence at 9:30 a.m. (prevailing Eastern Time) on January 27, 2014, before The Honorable Peter J. Walsh, United States Bankruptcy Court, District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801. **The Confirmation Hearing may be continued by the Court or by the Plan Proponents without further notice other than by announcement of same in open court and/or by filing a service and a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE THAT the copies of the documents included in the Plan Supplement, the Plan, or any other document filed in the Debtors' chapter 11 cases are available (a) at www.kccllc.net/blitz, (b) by writing Blitz Case Administration, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245; or (c) by calling (877) 606-7519.

Dated: January 6, 2014

By: /s/ Kevin J. Mangan
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EXHIBIT A

FORM OF BLITZ LIQUIDATING TRUST AGREEMENT

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

In re)	
)	
)	Case No. 11-13603 (PJW)
)	
BLITZ U.S.A., Inc., <i>et al.</i> ¹)	Chapter 11
)	
)	Jointly Administered
Debtors.)	
)	

BLITZ LIQUIDATING TRUST AGREEMENT

This Blitz Liquidating Trust Agreement (the “Blitz Liquidating Trust Agreement”) is made this _____ day of January, 2014 by and among Blitz U.S.A, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC and Miami OK LLC (f/k/a F3 Brands LLC) (each a “Debtor” and, collectively, the “USA Debtors”), and _____, as trustee (the “Blitz Liquidating Trustee”) and executed in connection with the Debtors’ and Official Committee of Unsecured Creditors’ First Amended Joint Plan of Liquidation dated December 18, 2013 (as the same has been or may be amended, the “Plan”)² filed in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

RECITALS

WHEREAS, on November 9, 2011, each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Chapter 11 Cases, which are captioned *In re Blitz U.S.A., Inc. et al.*, Case No 11-13603 (PJW) are being jointly administered by the Bankruptcy Court; and

WHEREAS, the Debtors have liquidated substantially all of their assets under the provisions of the Bankruptcy Code and intend for the Blitz Liquidating Trust to liquidate any remaining assets; and

WHEREAS, the Debtors and the Official Committee of Unsecured Creditors of Debtors filed the Plan on December 18, 2013;

WHEREAS, on _____, 2014, the Bankruptcy Court entered an Order Confirming the Plan (the “Confirmation Order”); and

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 meanings ascribed thereto in the Plan.

WHEREAS, the Effective Date of the Plan occurred on _____, 2014; and

WHEREAS, the Plan contemplates, on the Effective Date, (a) the creation of a Blitz Liquidating Trust (the “Blitz Liquidating Trust”) and the creation of the beneficial interests in the Blitz Liquidating Trust solely for the benefit of holders of Allowed General Unsecured Claims against the USA Debtors (collectively, the “Blitz Liquidating Trust Beneficiaries” and, each individually, a “Beneficiary”), and (b) the Blitz Liquidating Trust will be vested with the BAH Settlement Payment, Cash and all of the assets remaining in the USA Debtors’ Estates on the Effective Date, including, without limitation, the sum of \$1.54 million due from Wal-Mart to Blitz USA (collectively, the “Blitz Liquidating Trust Assets”) to be liquidated and distributed to the Blitz Liquidating Trust Beneficiaries, as set forth in the Plan; and

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the Blitz Liquidating Trust shall be created for the purpose of: (a) administering the Blitz Liquidating Trust Assets; (b) resolving all Disputed Claims; (c) pursuing any causes of action, and (d) making all Distributions to the Blitz Liquidating Trust Beneficiaries provided for under the Plan, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the Blitz Liquidating Trust and the Plan; and

WHEREAS, the Blitz Liquidating Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the “IRC”), with the Blitz Liquidating Trust Beneficiaries to be treated as the grantors of the Blitz Liquidating Trust and deemed to be the owners of the Blitz Liquidating Trust Assets (subject to the rights of creditors of the Blitz Liquidating Trust), and consequently, the transfer of the Blitz Liquidating Trust Assets to the Blitz Liquidating Trust shall be treated as a deemed transfer of those assets from the USA Debtors and their Estates to the Blitz Liquidating Trust Beneficiaries followed by a deemed transfer by such Blitz Liquidating Trust Beneficiaries to the Blitz Liquidating Trust for federal income tax purposes.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, it is hereby agreed as follows:

**ARTICLE I
DECLARATION OF TRUST**

Section 1.1 Creation and Purpose of the Blitz Liquidating Trust. The USA Debtors and the Blitz Liquidating Trustee hereby create the Blitz Liquidating Trust for the primary purpose of liquidating and distributing the Blitz Liquidating Trust Assets to the Blitz Liquidating Trust Beneficiaries in accordance with the Plan, the Confirmation Order, and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the Blitz Liquidating Trustee shall (a) make continuing efforts to collect and reduce the Blitz Liquidating Trust Assets to Cash, and (b) make timely Distributions and not unduly prolong the duration of the Blitz Liquidating Trust.

Section 1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the USA Debtors and the Blitz Liquidating Trustee have executed this Blitz Liquidating Trust Agreement and, effective on the Effective Date, the USA Debtors hereby irrevocably transfer to the Blitz Liquidating Trust, all of the right, title, and interests of the USA Debtors in and to the Blitz Liquidating Trust Assets, to have and to hold unto the Blitz Liquidating Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Blitz Liquidating Trust Beneficiaries and their successors and assigns as provided for in this Blitz Liquidating Trust Agreement and in the Plan and Confirmation Order.

Section 1.3 Vesting of Estate Assets. On the Effective Date, pursuant to the terms of the Plan, the Blitz Liquidating Trust Assets shall be vested in the Blitz Liquidating Trust, which also shall be authorized to obtain, liquidate, and collect all of the Blitz Liquidating Trust Assets in the possession of third parties and pursue all causes of action, if any. Subject to the provisions of the Plan, all such Blitz Liquidating Trust Assets shall be delivered to the Blitz Liquidating Trust free and clear of interests, Claims, Liens, or other encumbrances of any kind. The Blitz Liquidating Trustee shall be conclusively entitled to rely on the legality and validity of such transfers. Moreover, on the Effective Date, all privileges with respect to any Blitz Liquidating Trust Assets, including the attorney/client privilege, to which the USA Debtors are entitled shall be automatically vested in, and available for assertion by the Blitz Liquidating Trustee on behalf of the Blitz Liquidating Trust. To the extent any of the foregoing does not automatically occur on the Effective Date or is not effectuated through the Confirmation Order or this Agreement, the USA Debtors shall, on the Effective Date, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing.

Section 1.4 Funding of the Trust. The Blitz Liquidating Trust shall be funded, on the Effective Date, with the Blitz Liquidating Trust Assets, as provided for in the Plan and in the Confirmation Order.

Section 1.5 Acceptance by Blitz Liquidating Trustee. The Blitz Liquidating Trustee hereby accepts the trust imposed upon it by this Blitz Liquidating Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Blitz Liquidating Trust Agreement, the Plan, and the Confirmation Order. In connection with and in furtherance of the purposes of the Blitz Liquidating Trust, the Blitz Liquidating Trustee hereby accepts the transfer of the Blitz Liquidating Trust Assets.

Section 1.6 Name of the Liquidating Trust. The Blitz Liquidating Trust established hereby shall be known as the "Blitz Liquidating Trust".

[1.7 Appointment of Oversight Committee. On or before the Effective Date, the Creditors' Committee shall designate the members of an Oversight Committee. The Blitz Liquidating Trustee shall confer with, and obtain approval of, the Oversight Committee as set forth in this Blitz Liquidating Trust Agreement.]

ARTICLE II THE LIQUIDATING TRUSTEE

Section 2.1 Appointment. The Blitz Liquidating Trustee has been selected by the Creditors' Committee pursuant to the provisions of the Plan and has been appointed as of the Effective Date. The Blitz Liquidating Trustee's appointment shall continue until the earlier of (a) the date that the Blitz Liquidating Trust is dissolved in accordance with this Agreement, or (b) the date of the Blitz Liquidating Trustee's resignation, death, dissolution, removal or liquidation.

Section 2.2 General Powers. Except as otherwise provided in this Blitz Liquidating Trust Agreement, the Plan, or the Confirmation Order, the Blitz Liquidating Trustee may control and exercise authority over the Blitz Liquidating Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the business of the Blitz Liquidating Trust. Nothing in this Agreement shall be deemed to prevent the Blitz Liquidating Trustee from taking, or failing to take, any action that, based upon the advice of counsel, it determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the Blitz Liquidating Trustee owes to the Blitz Liquidating Trust Beneficiaries or any other Person or Entity. No Person dealing with the Blitz Liquidating Trust shall be obligated to inquire into the Blitz Liquidating Trustee's authority in connection with the acquisition, management, or disposition of Blitz Liquidating Trust Assets. Without limiting the foregoing, but subject to the Plan, the Confirmation Order, and other provisions of this Blitz Liquidating Trust Agreement, the Blitz Liquidating Trustee shall be expressly authorized to, with respect to the Blitz Liquidating Trust and the Blitz Liquidating Trust Assets:

- (a) Hold legal title to any and all Blitz Liquidating Trust Assets.
- (b) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the Blitz Liquidating Trust Assets by any officer, director, shareholder or other party acting in the name of the USA Debtors or their Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders or other party.
- (c) Open and maintain bank accounts on behalf of or in the name of the Blitz Liquidating Trust, calculate and make Distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, including the USA Debtors Contingent Claims Cash Reserve and the USA Debtors Disputed Claims Reserve, in accordance with the terms of the Plan.
- (d) Receive, manage, invest, supervise, and protect the Blitz Liquidating Trust Assets, subject to the limitations provided herein.
- (e) Subject to the applicable provisions of the Plan and this Blitz Liquidating Trust Agreement, collect and liquidate all Blitz Liquidating Trust Assets pursuant to the Plan.

(f) Conduct an analysis of Administrative Expense Claims (including fee applications of Bankruptcy Professionals, *provided however*, any analysis of such fee applications shall be subject to and in accordance with the BAH Settlement Term Sheet) against the USA Debtors, Priority Claims against the USA Debtors, Secured Claims against the USA Debtors and General Unsecured Claims against the USA Debtors, and prosecute objections thereto or settling or otherwise compromising such Claims if necessary and appropriate.

(g) Supervise and administer the commencement, prosecution, settlement, compromise, withdrawal or resolution in any manner approved by the Bankruptcy Court of all Disputed Claims and the Distributions to the Blitz Liquidating Trust Beneficiaries and creditors of the Blitz Liquidating Trust, in accordance with this Blitz Liquidating Trust Agreement, the Plan, and the Confirmation Order.

(h) Subject to Article IV of this Blitz Liquidating Trust Agreement, commence, prosecute, compromise, settle, withdraw, abandon, or resolve in any manner approved by the Bankruptcy Court any causes of action.

(i) Seek a determination of tax liability under Section 505 of the Bankruptcy Code; file, if necessary, any and all tax and information returns required with respect to the Blitz Liquidating Trust; make tax elections for and on behalf of the Blitz Liquidating Trust; and pay taxes, if any, payable for and on behalf of the Blitz Liquidating Trust.

(j) Pay all lawful expenses, debts, charges, taxes and liabilities of the Blitz Liquidating Trust.

(k) Make Distributions to the Blitz Liquidating Trust Beneficiaries, and to creditors of the Blitz Liquidating Trust as provided for, or contemplated by, the Plan, the Confirmation Order, and this Blitz Liquidating Trust Agreement.

(l) Withhold from the amount distributable to any Person or Entity such amount as may be sufficient to pay any tax or other charge which the Blitz Liquidating Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof.

(m) Enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this Blitz Liquidating Trust Agreement and perform all obligations thereunder.

(n) If any of the Blitz Liquidating Trust Assets are situated in any state or other jurisdiction in which the Blitz Liquidating Trustee is not qualified to act as trustee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Blitz Liquidating Trustee in its discretion; confer upon such trustee all the rights, powers, privileges, and duties of the Blitz Liquidating Trustee hereunder, subject to the conditions and limitations of this Blitz Liquidating Trust Agreement, except as modified or limited by the Blitz Liquidating Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is

acting shall prevail to the extent necessary); require such trustee to be answerable to the Blitz Liquidating Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Blitz Liquidating Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(o) Subject to Section 3.5 of this Blitz Liquidating Trust Agreement, purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(p) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Blitz Liquidating Trust Agreement.

(q) Employ and compensate such professionals and other agents as are necessary and appropriate in furtherance of the Blitz Liquidating Trustee's duties.

(r) Undertake all administrative functions remaining in the USA Debtors' Chapter 11 Cases, including the preparation and filing of post-Effective Date operating reports for the USA Debtors and the ultimate closing of the USA Debtors' Chapter 11 Cases.

(s) Invest the Blitz Liquidating Trust Assets transferred to the Blitz Liquidating Trust, the proceeds thereof, or any income earned by the Blitz Liquidating Trust in Permissible Investments, provided however, that the scope of any such Permissible Investments shall be limited to include only those investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the Internal Revenue Services ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(t) Take all other actions consistent with the provisions of the Plan which the Blitz Liquidating Trustee deems reasonably necessary or desirable to administer the Blitz Liquidating Trust and the Plan.

Section 2.3 Limitations on the Blitz Liquidating Trustee. Notwithstanding anything under applicable law, this Blitz Liquidating Trust Agreement or the Plan to the contrary, the Blitz Liquidating Trustee shall not do or undertake any of the following:

(a) Take, or fail to take, any action that would jeopardize treatment of the Blitz Liquidating Trust as a "liquidating trust" for federal income tax purposes.

(b) Receive transfers of any listed stocks or securities, any readily-marketable assets or any operating assets of a going business, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Blitz Liquidating Trustee receive any such investment that would jeopardize treatment of the Blitz Liquidating Trust as a "liquidating trust" for federal income tax purposes.

(c) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the IRS guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(d) Receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Blitz Liquidating Trustee receive or retain any such asset or interest that would jeopardize treatment of the Blitz Liquidating Trust as a “liquidating trust” for federal income tax purposes.

(e) Notwithstanding any of the foregoing, the Blitz Liquidating Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere with the Blitz Liquidating Trustee’s administration of the Blitz Liquidating Trust.

Section 2.4 Compensation of Blitz Liquidating Trustee and its Agents and Professionals.

(a) The Blitz Liquidating Trustee shall be entitled to receive reasonable compensation (fees and expenses) incurred in connection with this Blitz Liquidating Trust Agreement prior to the Effective Date and retroactive to ____, 2014, as well for the performance of its duties after the Effective Date of a monthly flat fee of \$ ____, plus the reimbursement of all reasonable out-of-pocket expenses incurred in connection with this Blitz Liquidating Trust Agreement. Any successor to the Blitz Liquidating Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein, plus the reimbursement of reasonable out-of-pocket expenses.

(b) The Blitz Liquidating Trustee’s \$ ____ monthly flat fee shall be automatically paid in advance by wire transfer on the first day of each month.

(c) The Blitz Liquidating Trustee (only with respect to its fees and expenses incurred prior to the Effective Date and the reimbursement of its reasonable out-of-pocket expenses incurred after the Effective Date) and each of its agents and professionals (unless any such agents or professionals and the Blitz Liquidating Trustee agree to different treatment) seeking compensation or reimbursement shall serve a statement on the Blitz Liquidating Trustee [and the Oversight Committee]. The Blitz Liquidating Trustee [and the Oversight Committee] will have fifteen (15) days from the date such statement is received to review the statement and object to such statement by serving an objection on the party seeking compensation (including the Blitz Liquidating Trustee) setting forth the precise nature of the objection and the amount at issue. At the expiration of the fifteen (15) day period, and without further order of the Bankruptcy Court (except as provided herein), the Blitz Liquidating Trustee shall pay from the Blitz Liquidating Trust Assets, or the proceeds or income thereof, 100% of the amounts

requested, except for the portion of such fees and expenses to which any objection has been made. The parties shall attempt to consensually resolve objections, if any, to any statement. If the parties are unable to reach a consensual resolution of any such objection, the party who received an objection to its fees and expenses may seek payment of such fees and expenses by filing a motion with and obtaining an order from the Bankruptcy Court and providing notice to the Blitz Liquidating Trustee [and the Oversight Committee]. If the Blitz Liquidating Trustee or its agents or professional fails to submit a statement, it shall be ineligible to receive payment of fees and expenses therefore as provided in this Blitz Liquidating Trust Agreement until the statement is submitted.

Section 2.5 General Duties, Obligations, Rights, and Benefits of the Liquidating Trustee. The Blitz Liquidating Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to or vested in the Blitz Liquidating Trust under the Plan, the Confirmation Order, this Blitz Liquidating Trust Agreement and any other agreement entered into pursuant to or in connection with the Plan. Such duties, obligations, rights and benefits include, without limitation, all duties, obligations, rights and benefits relating to the collection and liquidation of the Blitz Liquidating Trust Assets, administration of Claims, satisfaction of claims of creditors of the Blitz Liquidating Trust, the pursuit of causes of action, if any, Distributions to Blitz Liquidating Trust Beneficiaries, administration of the Blitz Liquidating Trust and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the Blitz Liquidating Trust under the Plan, the Confirmation Order, this Blitz Liquidating Trust Agreement, and any other agreement entered into pursuant to or in connection with the Plan. Without limiting the duties, obligations, rights, and benefits of the Blitz Liquidating Trustee under this Section or any other provision of this Blitz Liquidating Trust Agreement, the Blitz Liquidating Trustee shall have all duties, obligations, rights, and benefits assigned to the Blitz Liquidating Trustee under the Confirmation Order.

Section 2.6 USA Debtors Contingent Claims Cash Reserve. The Blitz Liquidating Trustee may establish, from time to time fund, and administer a reserve (the “USA Debtors Contingent Claims Cash Reserve”), that shall consist of Cash in an amount which shall be the good faith estimate of the total Distributions to be made on account of all Contingent Claims against the USA Debtors as of the Effective Date. The USA Debtors or the Blitz Liquidating Trustee as applicable, shall seek Bankruptcy Court approval of such Contingent Claims Cash Reserve on the Effective Date or as soon thereafter as practicable. The Blitz Liquidating Trustee shall be authorized to make distributions from the USA Debtors Contingent Claims Cash Reserve in satisfaction of such Contingent Claims, once Allowed, in accordance with this Blitz Liquidating Trust Agreement, the Plan, and the Confirmation Order.

Section 2.7 USA Debtors Disputed Claims Cash Reserve. The Blitz Liquidating Trustee may establish, from time to time fund, and administer a reserve (the “USA Debtors Disputed Claims Cash Reserve”), that shall consist of Cash in an amount which shall be the good faith estimate of the total Distributions to be made on account of all Disputed Claims against the USA Debtors as of the Effective Date, as determined by the Blitz Liquidating Trustee. The Blitz Liquidating Trustee shall be authorized to make distributions from the USA Debtors Disputed Claims Cash Reserve in satisfaction of such Disputed Claims, once Allowed, in accordance with this Blitz Liquidating Trust Agreement, the Plan, and the Confirmation Order.

Section 2.8 Replacement of the Blitz Liquidating Trustee. The Blitz Liquidating Trustee may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court [and the Oversight Committee], provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Blitz Liquidating Trustee. The Blitz Liquidating Trustee may also be removed by the Bankruptcy Court upon application [by the Oversight Committee] and after notice and a hearing. In the event of the resignation or removal of the Blitz Liquidating Trustee, a successor Blitz Liquidating Trustee shall be appointed by the Bankruptcy Court based upon submissions from interested parties (including the Oversight Committee, Blitz Liquidating Trustee or any Blitz Liquidating Trust Beneficiary). Upon its appointment, the successor Blitz Liquidating Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor Blitz Liquidating Trustee relating to the Blitz Liquidating Trust shall be terminated. In the event the Blitz Liquidating Trustee's appointment terminates by reason of death, dissolution, liquidation, resignation, or removal, such Blitz Liquidating Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article V of this Blitz Liquidating Trust Agreement shall survive the resignation or removal of any Blitz Liquidating Trustee.

Section 2.9 Blitz Liquidating Trust Continuance. The death, dissolution, liquidation, resignation, or removal of the Blitz Liquidating Trustee shall not terminate the Blitz Liquidating Trust or revoke any existing agency created by the Blitz Liquidating Trustee pursuant to this Blitz Liquidating Trust Agreement or invalidate any action theretofore taken by the Blitz Liquidating Trustee, and the provisions of this Blitz Liquidating Trust Agreement shall be binding upon and inure to the benefit of the successor Blitz Liquidating Trustee and all its successors or assigns.

ARTICLE III LIABILITY OF BLITZ LIQUIDATING TRUSTEE

Section 3.1 Standard of Care; Exculpation. Neither the Blitz Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the Blitz Liquidating Trustee (each, an "Exculpated Party" and collectively, the "Exculpated Parties") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as "Losses"), whether or not in connection with litigation in which any Exculpated Party is a party, or enforcing this Blitz Liquidating Trust Agreement (including these exculpation provisions), as and when imposed on the Blitz Liquidating Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Blitz Liquidating Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this Blitz Liquidating Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any holder of an Allowed Claim of a Blitz Liquidating Trust Beneficiary that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted

from the fraud, gross negligence or willful misconduct of such Exculpated Party. Every act taken or omitted, power exercised or obligation assumed by the Blitz Liquidating Trust or any Exculpated Party pursuant to the provisions of this Blitz Liquidating Trust Agreement shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the Blitz Liquidating Trust or any Exculpated Party acting for and on behalf of the Blitz Liquidating Trust and not otherwise; provided, however, that none of the foregoing Entities or Persons are deemed to be responsible for any other such Entities' or Persons' actions or inactions. Except as provided in the first proviso of the first sentence of this Section 3.1, every Person, firm, corporation, or other Entity contracting or otherwise dealing with or having any relationship with the Blitz Liquidating Trust or any Exculpated Party shall have recourse only to the Blitz Liquidating Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships and the Blitz Liquidating Trust and the Exculpated Parties shall not be individually liable therefore. In no event shall the Blitz Liquidating Trustee be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Blitz Liquidating Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action.

Section 3.2 Indemnification.

(a) The Blitz Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Blitz Liquidating Trustee (each, an "Indemnified Party" and collectively, the "Indemnified Parties") shall be defended, held harmless, and indemnified from time to time by the Blitz Liquidating Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Blitz Liquidating Trust Agreement (including these indemnity provisions), as and when imposed on the Blitz Liquidating Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Blitz Liquidating Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Blitz Liquidating Trust Agreement, the Plan, or the Confirmation Order or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the Blitz Liquidating Trust arising pursuant to the terms of this Section shall be payable only from the Blitz Liquidating Trust Assets, shall be advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights to receive a distribution of the Blitz Liquidating Trust Assets.

(b) The Blitz Liquidating Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the Blitz Liquidating Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the Liquidating Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this Blitz Liquidating Trust Agreement.

Section 3.3 No Liability for Acts of Successor/Predecessor Liquidating Trustees.

Upon the appointment of a successor Blitz Liquidating Trustee and the delivery of the Blitz Liquidating Trust Assets to the successor Blitz Liquidating Trustee, the predecessor Blitz Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Blitz Liquidating Trustee shall have no further liability or responsibility with respect thereto. A successor Blitz Liquidating Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Blitz Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Blitz Liquidating Trustee unless a successor Blitz Liquidating Trustee expressly assumes such responsibility. A predecessor Blitz Liquidating Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Blitz Liquidating Trustee for any events or occurrences subsequent to the cessation of its role as Blitz Liquidating Trustee.

Section 3.4 Reliance by Blitz Liquidating Trustee on Documents or Advice of Counsel. Except as otherwise provided in this Blitz Liquidating Trust Agreement, the Blitz Liquidating Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Blitz Liquidating Trustee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Blitz Liquidating Trustee to be genuine and to have been presented by an authorized party. Neither the Blitz Liquidating Trustee nor any director, officer, affiliate, employee, employer, professional, agent, or representative of the Blitz Liquidating Trustee shall be liable for any action taken or omitted or suffered by the Blitz Liquidating Trustee, in reasonable reliance upon the advice of counsel or other professionals engaged by the Blitz Liquidating Trustee in accordance with this Blitz Liquidating Trust Agreement. The Blitz Liquidating Trustee shall be fully indemnified by the Blitz Liquidating Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

Section 3.5 Insurance. The Blitz Liquidating Trustee, may purchase, using the Blitz Liquidating Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Blitz Liquidating Trustee deems reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Blitz Liquidating Trust Agreement.[The Blitz Liquidating Trustee shall obtain the approval of the Oversight Committee prior to purchasing any such insurance policies].

Section 3.6 The provisions of this Article III shall survive the termination of this Blitz Liquidating Trust Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the Blitz Liquidating Trustee.

**ARTICLE IV
GENERAL PROVISIONS CONCERNING
ADMINISTRATION OF THE LIQUIDATING TRUST**

Section 4.1 Liquidating Trust Reserves. The Blitz Liquidating Trustee may, at its discretion, establish the Blitz Liquidating Trust Reserves as set forth in Section 2.6 and 2.7 of this Blitz Liquidating Trust Agreement.

Section 4.2 Register of Blitz Liquidating Trust Beneficiaries. The Blitz Liquidating Trustee shall maintain at all times a register of the names, distribution addresses, amounts of Allowed Claims, and the ratable interests in the Blitz Liquidating Trust of the Blitz Liquidating Trust Beneficiaries (the “Register”). The initial Register shall be delivered to the Blitz Liquidating Trustee by the USA Debtors and shall be based on the list of holders of General Unsecured Claims against the USA Debtors maintained by KCC as of the Effective Date and prepared in accordance with the provisions of the Plan and the Confirmation Order. The Blitz Liquidating Trustee shall file the initial Register on the docket of the USA Debtors’ Chapter 11 Cases. All references in this Blitz Liquidating Trust Agreement to holders of beneficial interests in the Blitz Liquidating Trust shall be read to mean holders of record as set forth in the Register maintained by the Blitz Liquidating Trustee and shall exclude any beneficial owner not recorded on such Register. The Blitz Liquidating Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the Blitz Liquidating Trustee from time to time.

Section 4.3 Books and Records.

(a) On the Effective Date, the USA Debtors shall transfer and assign to the Blitz Liquidating Trust full title to, and the Blitz Liquidating Trust shall be authorized to take possession of, all of the books and records of the USA Debtors except those that pertain to (a) the Blitz Personal Injury Trust Claims, and (b) the Blitz Personal Injury Trust Assets, including but not limited to, insurance policies, self-insured retentions, deductibles, retrospective premiums, dividend payments, procurement of insurance, and the submission or payment of insurance claims and any other books and records transferred in accordance with Section 4.9 of the Plan. The Blitz Liquidating Trust shall have the responsibility of storing and maintaining books and records transferred hereunder until the USA Debtors’ Chapter 11 Cases are closed, after which time such books and records may, to the extent not prohibited by applicable law, be abandoned or destroyed without further Bankruptcy Court order. For the purpose of this Section 5.3, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of the USA Debtors maintained by or in possession of third parties and all of the claims and rights of the USA Debtors in and to their books and records, wherever located.

(b) The Blitz Liquidating Trustee also shall maintain in respect of the Blitz Liquidating Trust and the Blitz Liquidating Beneficiaries books and records relating to the Liquidating Trust Assets and any income or proceeds realized therefrom and the payment of expenses of and claims against or assumed by the Blitz Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect

thereof. Except as expressly provided in this Blitz Liquidating Trust Agreement, the Plan, or the Confirmation Order, or as may be required by applicable law (including securities law), nothing in this Blitz Liquidating Trust Agreement is intended to require the Blitz Liquidating Trust to file any accounting or seek approval of any court with respect to the administration of the Blitz Liquidating Trust, or as a condition for making any payment or distribution out of the Blitz Liquidating Trust Assets. Blitz Liquidating Trust Beneficiaries shall have the right upon thirty (30) days' prior written notice delivered to the Blitz Liquidating Trustee to inspect the Blitz Liquidating Trust's books and records, including the Register, provided such Blitz Liquidating Trust Beneficiary shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to the Blitz Liquidating Trustee. Satisfaction of the foregoing condition notwithstanding, if (a) the Blitz Liquidating Trustee determines in good faith that the inspection of the Blitz Liquidating Trust's books and records, including the Register, by any Beneficiary would be detrimental to the Blitz Liquidating Trust or (b) such Blitz Liquidating Trust Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the Blitz Liquidating Trust, the Blitz Liquidating Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute between any Beneficiary and the Liquidating Trustee under this Section 5.3.

Section 4.4 Transfer of Privileged Information and Confidential Information. On the Effective Date or as soon as practicable thereafter as is reasonably practicable, except for the Blitz Personal Injury Privileged Information (which shall be treated as set forth in Section 4.10 of the Plan), the Privileged Information of the USA Debtors shall be transferred, assigned, given over to, and shall vest exclusively in the Blitz Liquidating Trustee. Further, with regard to any such privileges, (i) they are transferred or contributed for the sole purpose of enabling the Blitz Liquidating Trustee to perform its duties to administer the Blitz Liquidating Trust and for no other reason, (ii) they are vested solely in the Blitz Liquidating Trustee, and not in the Blitz Liquidating Trust or any other entity, committee or subcomponent of the Blitz Liquidating Trust, or any other person (including counsel) who has been engaged by, represents or has represented any Blitz Personal Injury Trust Claimant or any person who alleges or may allege a claim directly or indirectly relating to or arising from the Debtors' products, premises or operations, (iii) they shall be preserved and not waived, (iv) for the avoidance of doubt (if any), any such transfer or contribution shall have no effect on any right, claim or privilege of any person other than the Debtors, and (v) no information subject to a privilege or a prior assertion thereof shall be publicly disclosed by the Blitz Liquidating Trustee or the Blitz Liquidating Trust or communicated to any person not entitled to receive such information nor in a manner that would diminish the protected status of any such information. To the extent not subject to an applicable privilege or immunity in accordance with the foregoing, the Blitz Liquidating Trustee and any of his or her Representatives shall maintain the confidentiality of all Confidential Information and such Confidential Information may only be disclosed to the following Persons: (i) the Blitz Liquidating Trustee and outside counsel to the Blitz Liquidating Trustee; (ii) experts, consultants or non-legal professionals who actively assist the Blitz Liquidating Trustee in the analysis, valuation and/or litigation of any Claim against the Blitz Liquidating Trust or the Blitz Liquidating Trust Assets; (iii) the Blitz Personal Injury Trustee and outside counsel to the Blitz Personal Injury Trustee solely to the extent necessary to comply with Section 4.9 and/or 5.11 of the Plan; (iv) paralegal, stenographic, technical, clerical, document management and secretarial personnel employed by any of the foregoing; (v) the Bankruptcy Court and court personnel, including stenographic, video, or audio reporters; (vi) any person identified on the face of any

such Confidential Information as an author or recipient thereof; (vii) any person who is determined to have been an author and/or previous recipient of the Confidential Information, but is not identified on the face thereof; and (viii) during depositions or trial testimony (or preparation therefor), witnesses to whom disclosure is reasonably necessary, *provided, however* that none of the foregoing Entities is, has not been engaged by, represents or has represented any holder of a Blitz Personal Injury Claim or any other person who has or may assert a claim directly or indirectly relating to, based upon or arising from the Debtors' products, premises or operations.

Section 4.5 Final Accounting of Blitz Liquidating Trustee. The Blitz Liquidating Trustee (or any such successor Blitz Liquidating Trustee) shall within one hundred twenty (120) days after the termination of the Blitz Liquidating Trust or the death, dissolution, liquidation, resignation, or removal of the Blitz Liquidating Trustee, render an accounting containing the following information:

- (a) A description of the Blitz Liquidating Trust Assets.
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the Blitz Liquidating Trust and the Blitz Liquidating Trust Assets during the Blitz Liquidating Trustee's term of service, including their source and nature.
- (c) The ending balance of all Blitz Liquidating Trust Assets as of the date of the accounting, including the Cash balance on hand and the name(s) and location(s) of the depository or depositories where the Cash is kept.
- (d) All known liabilities of the Blitz Liquidating Trust.
- (e) All pending actions.

Section 4.6 Filing of Accounting. The final accounting described in Section 4.5 shall be filed with the Bankruptcy Court and all Blitz Liquidating Trust Beneficiaries shall have notice that the final accounting has been filed and an opportunity to have a hearing on the approval of the accounting and the discharge and release of the Blitz Liquidating Trustee.

ARTICLE V BENEFICIAL INTERESTS AND BENEFICIARIES

Section 5.1 Trust Beneficial Interests. Each holder of an Allowed General Unsecured Claim against the USA Debtors, shall be entitled to receive beneficial interests in accordance with the treatment of such Claim under the Plan, and shall be entitled to distributions as set forth in the Plan.

Section 5.2 Interest Beneficial Only. Ownership of a beneficial interest in the Blitz Liquidating Trust shall not entitle any Blitz Liquidating Trust Beneficiary to any title in or to the Blitz Liquidating Trust Assets or to any right to call for a partition or division of the Blitz Liquidating Trust Assets or to require an accounting.

Section 5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Blitz Liquidating Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Blitz Liquidating Trust by the Blitz Liquidating Trustee, which may be the Register.

Section 5.4 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this Blitz Liquidating Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represents or warrants that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by Section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

Section 5.5 Transfers of Beneficial Interests. Beneficial interests in the Blitz Liquidating Trust shall be nontransferable except upon death of the interest holder or by operation of law. The Blitz Liquidating Trust shall not have any obligation to recognize any transfer of Claims occurring after the Record Date. Only those holders of Claims of record stated on the transfer ledgers as of the close of business on the Record Date, to the extent applicable, shall be entitled to be recognized for all purposes hereunder.

Section 5.6 Absolute Owners. The Blitz Liquidating Trustee may deem and treat the Blitz Liquidating Trust Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving Distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

Section 5.7 Change of Address. A Blitz Liquidating Trust Beneficiary may, after the Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court (copy served on the Blitz Liquidating Trustee) identifying such alternative distribution address. Absent such notice, the Blitz Liquidating Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the Blitz Liquidating Trustee.

Section 5.8 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Liquidating Trust Agreement or in the Liquidating Trust.

Section 5.9 Standing. Except as expressly provided in this Blitz Liquidating Trust Agreement, the Plan or the Confirmation Order, a Blitz Liquidating Trust Beneficiary does not have standing to direct the Blitz Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Blitz Liquidating Trust Assets.

ARTICLE VI
PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

Section 6.1 Incorporation of Plan Provisions. As of the Effective Date, the Blitz Liquidating Trust shall assume responsibility for all Claims matters against the USA Debtors, other than Blitz Personal Injury Claims, as set forth in Section 5.7 of the Plan. In accordance with the Plan, the Blitz Liquidating Trust shall establish an appropriate USA Debtors Disputed Claims Cash Reserve and a USA Debtors Contingent Claims Cash Reserve pending resolution, as set forth in the Plan, of all contested matters and adversary proceedings concerning Disputed Claims and Contingent Claims against the USA Debtors.

Section 6.2 USA Debtors Disputed Claims Cash Reserve.

(a) **Establishment of USA Debtors Disputed Claims Cash Reserve.** On the Effective Date, the Blitz Liquidating Trustee shall establish a separate USA Debtors Disputed Claims Cash Reserve and deposit Cash in an amount which shall be the good faith estimate of the total Distributions to be made on account of all Disputed Claims against the USA Debtors, as determined by the Blitz Liquidating Trustee.

(b) **Amounts to Be Reserved.** The Blitz Liquidating Trustee shall reserve the Cash (or other property allocated for Distribution on account of each Disputed Claim) based upon the asserted amount of each such Disputed Claim or such lesser amount as may be estimated by the Blitz Liquidating Trustee or the Bankruptcy Court in accordance with the Plan. All Cash or other property allocable to Disputed Claims hereunder shall be distributed by the Blitz Liquidating Trustee from the USA Debtors Disputed Claims Cash Reserve on the initial Distribution date (or such other date on which Distributions are made pursuant to the Plan and this Blitz Liquidating Trust Agreement). To the extent that the property placed in a USA Debtors Disputed Claims Cash Reserve consists of Cash, that Cash shall be deposited in an interest-bearing account at a qualified institution, consistent with the terms and limitations of this Blitz Liquidating Trust Agreement.

(c) **Distribution.** Payments on any Disputed Claim that becomes an Allowed Claim shall be distributed by the Blitz Liquidating Trustee from the USA Debtors Disputed Claims Cash Reserve on the first Distribution Date after the Claim is Allowed. Distributions shall be made only to the extent of the aggregate distributions that the holder of any such Allowed Claim would have received had such Claim been Allowed as of the Effective Date (less any taxes paid with respect to amounts held in the USA Debtors Disputed Claims Cash Reserve). Distributions to each holder of a Disputed Claim that has become an Allowed Claim (and to the extent that the holder of the Disputed Claim has not received prior distributions on account of that Claim) shall be made in accordance with the provisions of the Plan.

(d) **Termination of USA Debtors Disputed Claims Cash Reserves.** The USA Debtors Disputed Claims Cash Reserve shall be closed and extinguished by the Blitz Liquidating Trustee when all Distributions and other dispositions of Cash or other property required to be made therefrom under the Plan and this Blitz Liquidating Trust Agreement have been made. Upon closure of the USA Debtors Disputed Claims Cash Reserve, all Cash and other property held in that Disputed Claims Cash Reserve shall revert in the Blitz Liquidating

Trust as a part of the general Blitz Liquidating Trust Assets and such Cash and property shall be used to pay the fees and expenses of the Blitz Liquidating Trust in accordance with this Blitz Liquidating Trust Agreement, and thereafter distributed on a Pro Rata basis to holders of Allowed General Unsecured Claims against the USA Debtors.

(e) **Limitation of Liability for Funding the USA Debtors Disputed Claims Cash Reserve.** The Blitz Liquidating Trustee shall have no duty to fund any USA Debtors Disputed Claims Cash Reserve beyond the good faith estimate as contemplated in the Plan.

(f) **Transmittal of Distributions and Notices.** Any property or notice which a person is or becomes entitled to receive pursuant to the Plan and this Blitz Liquidating Trust Agreement may be delivered by regular mail, postage prepaid, in an envelope addressed to that person's address listed in the Register. Property distributed in accordance with this subsection shall be deemed delivered to such person regardless of whether such property is actually received by that person. Notice given in accordance with this subsection shall be effective only upon receipt.

ARTICLE VII DISTRIBUTIONS

Section 7.1 Distributions to Beneficiaries from Blitz Liquidating Trust Assets. All payments to be made by the Blitz Liquidating Trust to any Blitz Liquidating Trust Beneficiary shall be made only in accordance with the Plan, the Confirmation Order and this Blitz Liquidating Trust Agreement and from the Blitz Liquidating Trust Assets (or from the income and proceeds realized from the Blitz Liquidating Trust Assets) net of the Blitz Liquidating Trust Expense Reserve, USA Debtors Disputed Claims Cash Reserve, USA Debtors Contingent Claims Cash Reserve and other reserves established by the Blitz Liquidating Trustee, if any, and only to the extent that the Blitz Liquidating Trust has sufficient Blitz Liquidating Trust Assets (or income and proceeds realized from the Blitz Liquidating Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order, and this Blitz Liquidating Trust Agreement.

Section 7.2 Distributions; Withholding. The Blitz Liquidating Trustee shall make Distributions to holders of Allowed Claims as provided in the Plan and, following the Distribution required under the Plan, the Blitz Liquidating Trustee shall make Distributions to holders of Allowed General Unsecured Claims of the USA Debtors (including distributions of all net Cash (including net Cash proceeds)) on quarterly Distribution dates, to the extent possible; provided, however, that the Blitz Liquidating Trust may retain and supplement from time to time a reserve (the "Blitz Liquidating Trust Reserve") in such amount (a) as is reasonably necessary to meet contingent liabilities and to maintain the value of the Blitz Liquidating Trust Assets during the term of the Blitz Liquidating Trust; (b) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees, and expenses (including attorneys' fees and expenses and other professionals' fees and expenses) of the Blitz Liquidating Trustee in connection with the performance of their duties in connection with this Blitz Liquidating Trust Agreement; and (c) to satisfy all other liabilities and claims of creditors of the Blitz Liquidating Trust incurred or assumed in respect of the Blitz Liquidating Trust (or to which the Blitz Liquidating Trust Assets

are otherwise subject) in accordance with the Plan, the Confirmation Order and this Blitz Liquidating Trust Agreement. All such distributions shall be made as provided, and subject to any withholding or reserve, in this Blitz Liquidating Trust Agreement, the Plan or the Confirmation Order. Additionally, the Blitz Liquidating Trustee may withhold from amounts distributable to any Blitz Liquidating Trust Beneficiary any and all amounts, determined in the Blitz Liquidating Trustee's sole discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement. In addition, all distributions under this Blitz Liquidating Trust Agreement shall be net of the actual and reasonable costs of making such distributions.

Section 7.3 No Distribution Pending Allowance. No payment or Distribution shall be made with respect to any Claim to the extent it is a Disputed Claim and/or a Contingent Claim unless and until such Disputed Claim and/or Contingent Claim becomes an Allowed Claim, except for distributions into a USA Debtors Disputed Claims Cash Reserve or USA Debtors Contingent Claims Cash Reserve in accordance with the Plan, Confirmation Order, and this Blitz Liquidating Trust Agreement.

Section 7.4 Distributions after Allowance. Distributions to each holder of a Disputed Claim and/or a Contingent Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan, Confirmation Order, and this Blitz Liquidating Trust Agreement.

Section 7.5 Non-Cash Property. Subject to Section 2.3 hereof, any non-Cash property of the Blitz Liquidating Trust may be sold, transferred or abandoned by the Blitz Liquidating Trustee [upon prior written notice to, and consent of, the Oversight Committee]. Notice of such sale, transfer, or abandonment shall be provided to the holders, if any, of Secured Claims holding liens on such non-Cash property. If, in the Blitz Liquidating Trustee's reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the Blitz Liquidating Trustee believes, in good faith, such property has no value to the Blitz Liquidating Trust, the Blitz Liquidating Trustee shall have the right to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the Blitz Liquidating Trustee, [after written notice to, and consent of, the Oversight Committee]. Except in the case of fraud, willful misconduct, or gross negligence, no party in interest shall have a cause of action against the Blitz Liquidating Trustee or any director, officer, employee, consultant, or professional of the Blitz Liquidating Trustee arising from or related to the disposition of non-Cash property in accordance with this Section.

Section 7.6 Undeliverable Distributions. If any Distribution is returned as undeliverable, the Blitz Liquidating Trust may, in its discretion, make such efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made as the Blitz Liquidating Trustee deems appropriate, but no Distribution to any holder shall be made unless and until the Blitz Liquidating Trust has determined the then-current address of the holder, at which time the Distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable Distributions made by the Blitz Liquidating Trust shall be returned to, and held in trust by, the Blitz Liquidating Trust until the Distributions are claimed or are deemed to be unclaimed property under section 347(b) of the Bankruptcy Code ("Unclaimed Property").

Section 7.7 Unclaimed Property. Except with respect to property not Distributed because it is being held in the USA Debtors Disputed Claims Cash Reserve or the USA Debtors Contingent Claims Cash Reserve, Distributions that are not claimed by the expiration of six months from the time the Distribution is delivered shall be deemed to be Unclaimed Property and shall vest or revert in the Blitz Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically canceled. After the expiration of that six month period, the claim of any Person or Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan or this Blitz Liquidating Trust Agreement shall require the Blitz Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or reverts in the Blitz Liquidating Trust pursuant to this Section 7.7 shall be distributed by the Blitz Liquidating Trustee to the other holders of Allowed General Unsecured Claims of the USA Debtors in accordance with the provisions of the Plan and this Blitz Liquidating Trust Agreement. A Claim, and the Unclaimed Property distributed on account of such Claim, shall not escheat to any federal, state, or local government or other entity by reason of the failure of its holder to claim a Distribution in respect of such Claim.

Section 7.8 Time Bar to Cash Payments by Check. Checks issued by the Blitz Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to the Plan and this Section 7.8 shall be made directly to the Blitz Liquidating Trustee by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the date that is six months after the Distribution was made. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become property of the Blitz Liquidating Trust as Unclaimed Property in accordance with Section 347(b) of the Bankruptcy Code and be distributed as Unclaimed Property.

Section 7.9 Withholding Taxes and Expenses of Distribution. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from Distributions hereunder. All holders of Claims shall be required to provide the Blitz Liquidating Trustee with any information necessary to effect the withholding of such taxes, including a completed W-9 form. In addition, all Distributions to be made by the Blitz Liquidating Trust under the Plan shall be net of the actual and reasonable costs of making such Distributions.

Section 7.10 Distributions on Non-Business Days. Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

Section 7.11 No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

Section 7.12 Setoff and Recoupment. The Blitz Liquidating Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the Distribution to be made pursuant to the Plan in respect thereof, any claims or defenses of any nature whatsoever that any of the USA Debtors, their Estates or the Blitz Liquidating Trust may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall

constitute a waiver or release by the USA Debtors, their Estates or the Blitz Liquidating Trust of any claim, defense, right of setoff, or recoupment that any of them may have against the holder of any Claim.

ARTICLE VIII TAXES

Section 8.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Blitz Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Blitz Liquidating Trust Beneficiaries will be treated as both the grantors and the deemed owners of the Blitz Liquidating Trust. Any items of income, deduction, credit, and loss of the Blitz Liquidating Trust shall be allocated for federal income tax purposes to the Blitz Liquidating Trust Beneficiaries.

Section 8.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the Blitz Liquidating Trust shall file with the IRS annual tax returns on Form 1041. In addition, the Blitz Liquidating Trust shall file in a timely manner such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon out of the Blitz Liquidating Trust Assets (or the income or proceeds thereof). Within a reasonable time following the end of the taxable year, the Blitz Liquidating Trust shall send to each Blitz Liquidating Trust Beneficiary a separate statement setting forth the Blitz Liquidating Trust Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Blitz Liquidating Trust Beneficiary to report such items on their federal income tax returns. The Blitz Liquidating Trust may provide each Blitz Liquidating Trust Beneficiary with a copy of the Form 1041 for the Blitz Liquidating Trust (without attaching any other Blitz Liquidating Trust Beneficiary's Schedule K-1 or other applicable information form) along with such Blitz Liquidating Trust Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The Blitz Liquidating Trust shall allocate the taxable income, gain, loss, deduction, or credit of the Blitz Liquidating Trust with respect to each Blitz Liquidating Trust Beneficiary.

Section 8.3 Withholding of Taxes and Reporting Related to Blitz Liquidating Trust Operations. The Blitz Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions made by the Blitz Liquidating Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the Blitz Liquidating Trust or the liquidation of the Blitz Liquidating Trust Assets creates a tax liability, the Blitz Liquidating Trust shall promptly pay such tax liability out of the Blitz Liquidating Trust Assets (or the income or proceeds thereof) and any such payment shall be considered a cost and expense of the operation of the Blitz Liquidating Trust payable without Bankruptcy Court order. The Blitz Liquidating Trust may reserve a sum, the amount of which shall be determined by the Blitz Liquidating Trustee, sufficient to pay the accrued or potential tax liability arising out of the operations of the Blitz Liquidating Trust or the operation of the Blitz Liquidating Trust Assets. The Blitz Liquidating Trustee, on behalf of the Liquidating Trust, may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal, state, or local withholding taxes or other amounts required to be withheld under

applicable law shall be deducted from Distributions hereunder. All Blitz Liquidating Trust Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes.

Section 8.4 Valuations. As soon as reasonably practicable after the Effective Date, the Blitz Liquidating Trustee (to the extent that the Blitz Liquidating Trustee deems is necessary or appropriate in his or her sole discretion) shall value the Blitz Liquidating Trust Assets based on the good faith determination of the value of such Blitz Liquidating Trust Assets. The valuation shall be used consistently by all parties (including the USA Debtors, the Blitz Liquidating Trustee, and the Blitz Liquidating Trust Beneficiaries) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Blitz Liquidating Trust Assets.

Section 8.5 Treatment of USA Debtors Disputed Claims Cash Reserves. Notwithstanding any other provision of this Blitz Liquidating Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Blitz Liquidating Trust shall (i) treat any Blitz Liquidating Trust Assets allocable to, or retained on account of, a USA Debtors Disputed Claims Cash Reserve in accordance with Section 8.2 of this Blitz Liquidating Trust Agreement as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Claim, in accordance with the trust provisions of the IRC (sections 641 et seq.), (ii) treat as taxable income or loss of each USA Debtors Disputed Claims Cash Reserve, with respect to any given taxable year, the portion of the taxable income or loss of the Blitz Liquidating Trust that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Disputed Claims are unresolved), (iii) treat as a distribution from the USA Debtors Disputed Claims Cash Reserve any increased amounts distributed by the Blitz Liquidating Trust as a result of any Disputed Claims resolved earlier in the taxable year, to the extent such distributions relate to taxable income or loss of the USA Debtors Disputed Claims Cash Reserve determined in accordance with the provisions hereof, and (iv) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. All Blitz Liquidating Trust Beneficiaries shall report, for income tax purposes, consistent with the foregoing. In the event, and to the extent, any Cash retained on account of Disputed Claims in the USA Debtors Disputed Claims Cash Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Blitz Liquidating Trustee as a result of the resolutions of such Disputed Claims.

Section 8.6 Expedited Determination of Taxes. The Blitz Liquidating Trust may request an expedited determination of taxes of the Blitz Liquidating Trust, including the USA Debtors Disputed Claims Cash Reserve, under section 505(b) of the Bankruptcy Code for all returns filed for the Blitz Liquidating Trust for all taxable periods through the termination of the Blitz Liquidating Trust.

ARTICLE IX TERMINATION OF BLITZ LIQUIDATING TRUST

Section 9.1 Termination of Blitz Liquidating Trust. The Blitz Liquidating Trustee shall be discharged and the Blitz Liquidating Trust shall be terminated, at such time as (a) all Disputed Claims have been resolved, (b) all of the Blitz Liquidating Trust Assets have been liquidated, (c) all duties and obligations of the Blitz Liquidating Trustee hereunder have been fulfilled, (d) all Distributions required to be made by the Blitz Liquidating Trustee under the Plan and this Blitz Liquidating Trust Agreement have been made, and (e) the Chapter 11 Cases of the USA Debtors have been closed; *provided, however*, that in no event shall the Blitz Liquidating Trust be terminated later than the term of the Blitz Liquidating Trust under Section 9.2 of this Blitz Liquidating Trust Agreement, as such term may be extended pursuant to Section 9.2.

Section 9.2 Maximum Term. The term of the Blitz Liquidating Trust shall end no later than the third (3th) anniversary of the Effective Date (the “Initial Blitz Liquidating Trust Term”); *provided, however*, that the Blitz Liquidating Trustee may, subject to the further provisions of this Section 9.2, extend the term of the Blitz Liquidating Trust for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the Blitz Liquidating Trust Assets as follows: within the six (6) month period prior to the termination of the Initial Blitz Liquidating Trust Term, the Blitz Liquidating Trustee may file a notice of intent to extend the term of the Blitz Liquidating Trust with the Bankruptcy Court and upon approval of the Bankruptcy Court of such extension, the term of the Blitz Liquidating Trust shall be so extended. The Blitz Liquidating Trust may file one or more such extension notices, each notice to be filed within the six (6) month period prior to the termination of the extended term of the Blitz Liquidating Trust (all such extensions, collectively, are referred to herein as the “Supplemental Blitz Liquidating Trust Term”). Notwithstanding anything to the contrary in this Section 9.2, however, the Blitz Supplemental Liquidation Term may not exceed three (3) years without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Blitz Liquidating Trust as a liquidating trust for federal income tax purposes. In addition, the provisions of this Section 9.2 shall be without prejudice to the right of any party in interest under Section 1109 of the Bankruptcy Code to petition the Bankruptcy Court, for cause shown, to shorten the Supplemental Blitz Liquidating Trust Term.

Section 9.3 Events Upon Termination. At the conclusion of the term of the Blitz Liquidating Trust, the Blitz Liquidating Trustee shall distribute the remaining Blitz Liquidating Trust Assets, if any, to the Blitz Liquidating Trust Beneficiaries, in accordance with the Plan, the Confirmation Order, and this Blitz Liquidating Trust Agreement.

Section 9.4 Winding Up, Discharge, and Release of the Blitz Liquidating Trustee. For the purposes of winding up the affairs of the Blitz Liquidating Trust at the conclusion of its term, the Blitz Liquidating Trustee shall continue to act as Blitz Liquidating Trustee until its duties under this Blitz Liquidating Trust Agreement have been fully discharged or its role as Blitz Liquidating Trustee is otherwise terminated under this Blitz Liquidating Trust Agreement and the Plan. Upon a motion by the Blitz Liquidating Trustee, the Bankruptcy Court may enter an order relieving the Blitz Liquidating Trustee, its agents and employees of any further duties, discharging, and releasing the Blitz Liquidating Trustee and releasing its bond, if any.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

Section 10.1 Amendments. The Blitz Liquidating Trustee may modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order [upon prior written notice to, and consent of, the Oversight Committee]. The Blitz Liquidating Trustee shall seek Bankruptcy Court approval of any material modification, supplement, or amendment.

Section 10.2 Waiver. No failure by the Blitz Liquidating Trust, the Blitz Liquidating Trustee, or its agents, professionals and employees to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, 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.

Section 10.3 Cumulative Rights and Remedies. The rights and remedies provided in this Blitz Liquidating Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

Section 10.4 No Bond Required. Notwithstanding any state law to the contrary, the Blitz Liquidating Trustee (including any successor Blitz Liquidating Trustee) shall be exempt from giving any bond or other security in any jurisdiction.

Section 10.5 Irrevocability. This Blitz Liquidating Trust Agreement and the Blitz Liquidating Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Blitz Liquidating Trust Agreement.

Section 10.6 Tax Identification Numbers. The Blitz Liquidating Trustee may require any Blitz Liquidating Trust Beneficiary to furnish to the Blitz Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Blitz Liquidating Trustee may condition any Distribution to any Blitz Liquidating Trust Beneficiary upon the receipt of such identification number.

Section 10.7 Relationship to the Plan. The principal purpose of this Blitz Liquidating Trust Agreement is to aid in the implementation of the Plan and, therefore, this Blitz Liquidating Trust Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this Blitz Liquidating Trust Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control. In the event that any provision of the Plan is found to be inconsistent with a provision of the Confirmation Order, the Confirmation Order shall control.

Section 10.8 Division of Blitz Liquidating Trust. Under no circumstances shall the Blitz Liquidating Trustee have the right or power to divide the Blitz Liquidating Trust unless authorized to do so by the Bankruptcy Court.

Section 10.9 Applicable Law. This Blitz Liquidating Trust shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

Section 10.10 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Blitz Liquidating Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this Blitz Liquidating Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Blitz Liquidating Trustee or any professional retained by the Blitz Liquidating Trustee, in each case in its capacity as such. Each party to this Blitz Liquidating Trust Agreement hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Blitz Liquidating Trust Agreement or of any other agreement or document delivered in connection with this Blitz Liquidating Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum *non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Blitz Liquidating Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this Blitz Liquidating Trust Agreement.

Section 10.11 Severability. In the event that any provision of this Blitz Liquidating Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Blitz Liquidating Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Blitz Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 10.12 Limitation of Benefits. Except as otherwise specifically provided in this Blitz Liquidating Trust Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Blitz Liquidating Trust Beneficiaries any rights or remedies under or by reason of this Blitz Liquidating Trust Agreement.

Section 10.13 Notices. All notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the Blitz Liquidating Trustee:

with a copy to:

If to a Blitz Liquidating Trust Beneficiary:

To the name and distribution address set forth in the Register with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

Section 10.14 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Blitz Liquidating Trust Agreement, and to consummate the transactions contemplated hereby.

Section 10.15 Integration. This Blitz Liquidating Trust Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan and in the Confirmation Order. This Blitz Liquidating Trust Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Blitz Liquidating Trust Agreement, the Plan or Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Blitz Liquidating Trust Beneficiaries any rights or remedies under or by reason of this Blitz Liquidating Trust Agreement.

Section 10.16 Interpretation. The enumeration and Section headings contained in this Blitz Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Blitz Liquidating Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Blitz Liquidating Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Blitz Liquidating Trust Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise. Any reference to the "Blitz Liquidating Trustee" shall be deemed to include a reference to the "Blitz Liquidating Trust" and any reference to the "Blitz Liquidating Trust" shall be deemed to include a reference to the "Blitz Liquidating Trustee" except for the references in Sections 4.3 and 4.4, and such other provisions in which the context otherwise requires.

Section 10.17 Counterparts. This Blitz Liquidating Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Blitz Liquidating Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Blitz Liquidating Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

USA DEBTORS:

BLITZ U.S.A., INC,

By: _____

Name:

Title:

BLITZ ACQUISITION, LLC

By: _____

Name:

Title:

BLITZ RE HOLDINGS, LLC

By: _____

Name:

Title:

MIAMIOK LLC (f/k/a F3 Brands LLC)

By: _____

Name:

Title:

_____ as **Blitz Liquidating Trustee**

By: _____

Name:

Title: