

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:  
  
MALIBU LIGHTING CORPORATION, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 15-12080 (KG)  
  
(Jointly Administered)

**Voting Deadline: July 19, 2017 at 4:00 p.m. Pacific Time**  
**Objection Deadline: July 19, 2017 at 4:00 p.m. Eastern Time**  
**Confirmation Hearing: July 26, 2017 at 2:00 p.m. Eastern Time**

**NOTICE OF: (I) ENTRY OF ORDER APPROVING DISCLOSURE STATEMENT; (II) HEARING TO CONFIRM PLAN OF LIQUIDATION; AND (III) RELATED IMPORTANT DATES**

**PLEASE TAKE NOTICE THAT:**

1. By order entered on June 15, 2017 (the “Disclosure Statement Order”), the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) approved the *Disclosure Statement in Respect of Debtors’ and the Official Committee of Unsecured Creditors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”), relating to the *Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”), as providing adequate information for holders of claims against and interests in the above-captioned debtors and debtors in possession (the “Debtors”) to make a decision as to whether to accept or reject the Plan. The Debtors and the Official Committee of Unsecured Creditors appointed in the Debtors’ chapter 11 cases (the “Committee”) are each proponents of the Plan (collectively, the “Plan Proponents”). Capitalized terms not defined herein have the meaning ascribed to such term in the Plan.

**You may access a copy of the Plan and Disclosure Statement via the Debtors’ Solicitation Agent’s website, <https://www.kccllc.net/malibu>.**  
**If you wish to receive a hard copy of the Plan and Disclosure Statement, please contact the Debtors’ Solicitation Agent by phone at (866) 967-0499, or by email at [malibuinfo@kccllc.com](mailto:malibuinfo@kccllc.com).**

2. In addition to establishing the above-noted deadlines, the Disclosure Statement Order also approved certain voting procedures to be used in connection with the Plan (the “Voting Procedures”). Creditors should review the Voting Procedures carefully. The deadline by which votes to accept or reject the Plan must be actually received by Kurtzman Carson Consultants LLC (the “Solicitation Agent”) is 4:00 p.m., prevailing Pacific Time, on July 19, 2017 (the “Voting Deadline”).

<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s tax identification number, are: Malibu Lighting Corporation (0556); Outdoor Direct Corporation f/k/a The Brinkmann Corporation (9246); NC Estate Corporation f/k/a National Consumer Outdoors Corporation. (1153); Q-Beam Corporation (1560); Smoke ‘N Pit Corporation (9951); Treasure Sensor Corporation (9938); and Stubbs Collections, Inc. (6615). The location of the Debtors’ headquarters and service address is P.O. Box 5960, Frisco, TX 75035.



The deadline by which objections to the confirmation of the Plan must be filed with the Bankruptcy Court is 4:00 p.m., prevailing Eastern Time, on July 19, 2017 (the “Objection Deadline”). Objections not timely filed and received in the manner set forth herein shall not be considered by the Bankruptcy Court. Objections to the confirmation of, or proposed modifications to, the Plan, if any, must (i) be in writing; (ii) state the name and address of the objecting party and the nature of the claim or interest of such party, including the amount of the claim or number of shares of stock held; and (iii) state with particularity the basis and nature of any objection to the confirmation of the Plan.

Any such objection must be filed with the Court and served so that it is received by the following parties on or before the Confirmation Objection Deadline: (a) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, Wilmington, DE 19801, Attn: Jeffrey N. Pomerantz; Esq.; Joshua M. Fried; Esq. and James O’Neill; Esq.; (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey, Esq.; and (c) counsel to the Official Committee of Unsecured Creditors, (i) (a) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Bruce Nathan, Esq.; and Eric S. Chafetz, Esq.; and (b) Blank Rome LLP, 1201 North Market Street, Suite 800, Wilmington, DE 19801, Attn: Victoria A. Guilfoyle, Esq.

3. Holders of claims classified in Class 1(A-C) (Priority Non-Tax Claims), and Class 2(A-C) (Miscellaneous Secured Claims) are not being sent a ballot to vote to accept or reject the Plan because such Claims are not impaired under the Plan and are deemed to have accepted the Plan. Holders of equity security interests classified in Class 6(A) (Equity Interests) and 6(B) (Subsidiary Equity Interests) are not being sent a ballot to vote to accept or reject the Plan because such interest holders are deemed to have rejected the Plan.

4. The Plan provides the following release, injunction, and limitation of liability provisions, which may affect your rights and are copied below<sup>2</sup>:

**Injunction.** *Except as provided in the Plan or in the Confirmation Order, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim, Administrative Expense, Interest or other debt or liability against or in the Debtors are permanently enjoined from taking any of the following actions against property of the Debtors or their Estates, and the Liquidation Trust on account of all or such portion of any such Claims, Administrative Expenses, Interests, debts or liabilities: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order, (c) creating, perfecting or enforcing any lien or encumbrance; and (d) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.*

**Injunction Related to CCC Class 5 Claims.** *Except as provided in the Confirmation Order, as of the Effective Date, all Holders of CCC Class 5 Claims are prohibited from taking any of the following actions for the purpose of, directly or indirectly, litigating, collecting, recovering, or receiving payment of, on or with respect to any CCC Class 5 Claims, from or against CCC, until such CCC Class 5 Claim Holder participates in the ADR Procedures attached as Exhibit B to the Plan, including, but not limited to: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including a judicial, arbitral, administrative or other proceeding) in any forum against or affecting the Debtors and/or CCC or any property or interests in property of the Debtors and/or CCC; and (b) proceeding in any manner in any place with regard to any*

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<sup>2</sup> Terms used but not defined herein have the meanings give to them in the Plan. For convenience certain defined terms appear on the attached Exhibit A.

*matter that is subject to resolution pursuant to the ADR Procedures, except in conformity and compliance therewith.*

*Pursuant to the terms of the ADR Procedures, if an Unsuccessful Mediation Filing (as defined in the ADR Procedures) is filed in accordance with the ADR Procedures, the injunction set forth in Section X.A.3 of the Plan against the applicable Holder of the CCC Class 5 Claim shall be modified within two business days of the filing of the Unsuccessful Mediation Program to permit such holder to liquidate and fix the value of such claim.*

**Exculpation.** As of, and subject to the occurrence of the Effective Date, for good and valuable consideration, the Exculpated Parties will neither have nor incur any liability to any Person or Entity for any act taken or omitted to be taken, on or after the Petition Date, in connection with, or related to, the formulation, preparation, dissemination, implementation, administration, Confirmation or consummation of the Plan or any contract, instrument, waiver, release or other agreement or document created or entered into, in connection with the Plan, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases up to and including the Effective Date; provided, however, that the foregoing provisions of this subsection will have no effect on the liability of any Person or Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud.

**Releases by Debtors.** As of the Effective Date, for good and valuable consideration, including, without limitation, the consideration provided under the Plan with respect to the Settlement Consideration, the Debtors, for themselves and the Estates and the Committee, for themselves and their predecessors, assigns and heirs, as applicable, irrevocably, unconditionally and generally releases and discharges all of the Released Parties, from any and all Claims, demands, damages, debts, liabilities, accounts, interests, reckonings, obligations, costs (including attorneys' fees), expenses, liens, promises, agreements, contracts, covenants, actions and causes of action of every kind and nature whatsoever whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, in law or equity or otherwise (the "Released Claims"), which the Debtors or their Estates, or the Committee, ever had, now have or hereafter can, will or may have against any of the Released Parties, from the beginning of time to the Effective Date; *provided, however*, that (i) the release of the Released Claims against the Brinkmann Parties shall not occur until the date of the Liquidation Trustee's indefeasible receipt of the full amount of the Settlement Consideration; and (ii) release of the Released Claims against CCC shall not occur until the date of the Liquidation Trustee's indefeasible receipt of the CCC Payment.

**Releases by Creditors.** As of the Effective Date, each Holder of a Claim that is unimpaired and that is not entitled to vote on this Plan shall be deemed to grant the release of the Released Claims in this section X.C in favor of the Released Parties. As of the Effective Date, each Holder of a Claim in Class 3 and Class 5 shall be deemed to grant the release of the Released Claims in this section X.C in favor of the Released Parties unless such holder timely submits a Release Opt-Out indicating such holder's decision not to grant the release of the Released Claims set forth in this section X.C. Holders of Claims in Class 4(A-C) are providing a release pursuant to the Global Settlement Agreement.

Entry of the Confirmation Order shall constitute the (i) the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in this Article X.C of the Plan and, (ii) the Bankruptcy Court's finding that such releases are (1) in exchange for good and valuable consideration provided by the Released Parties and a good faith settlement and compromise of the

**Released Claims, (2) in the best interests of the Debtors, and the Estates, (3) fair, equitable and reasonable; and (4) given and made after notice and opportunity for hearing.**

5. A hearing (the “Confirmation Hearing”) to consider the confirmation of the Plan will be held on July 26, 2017 at 2:00 p.m., prevailing Eastern Time, before the Honorable Kevin Gross, United States Bankruptcy Judge for the District of Delaware, at the United States Bankruptcy Court located at 824 North Market Street, 6<sup>th</sup> Floor, Courtroom No. 3, Wilmington, Delaware 19801. 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. 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 by the Plan Proponents, without further notice to interested parties other than by filing such modifications with the Court prior to the Confirmation Hearing or announcing any such modifications at the Confirmation Hearing.

6. For any vote to accept or reject the Plan to be counted, a Ballot must be actually received by the Solicitation Agent by the Voting Deadline. In accordance with the Voting Procedures, all ballots are to be returned by mail, overnight delivery, or courier to: Malibu Lighting Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, California 90245. Any party in interest wishing to obtain (i) information about the Voting Procedures, or (i) copies of the Disclosure Statement, the Plan, or the Disclosure Statement Order, may contact the Solicitation Agent at the foregoing address or by telephone at (866) 967-0499.

7. All documents that are filed with the Bankruptcy Court may be reviewed during regular business hours (8:00 a.m. to 4:00 p.m. weekdays, except legal holidays) at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801, as well as at the Debtors’ website, <https://www.kccllc.net/malibu>.

Dated: June 15, 2017

PACHULSKI STANG ZIEHL & JONES LLP

*/s/ James E. O'Neill*

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**EXHIBIT A – DEFINED TERMS**

“Exculpated Parties” mean the (a) Debtors; (b) the Debtors’ directors and officers serving in such capacities at any time after the Petition Date and before the Effective Date, including without limitation, the Chief Restructuring Officer; (c) Aurora; (d) the Debtors’ Professional Persons; (d) the Committee; (e) the present and former members, of the Committee; and (f) the Committee’s Professional Persons.

“Released Claims” means all Claims, demands, damages, debts, liabilities, accounts, interests, reckonings, obligations, costs (including attorneys’ fees), expenses, liens, promises, agreements, contracts, covenants, actions and causes of action of every kind and nature whatsoever whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, in law or equity or otherwise (the “Released Claims”), which the Debtors or their Estates, or the Committee, ever had, now have or hereafter can, will or may have against any of the Released Parties, from the beginning of time to the Effective Date; *provided, however*, that (i) the release of the Released Claims against the Brinkmann Parties shall not occur until the date of the Liquidation Trustee’s indefeasible receipt of the full amount of the Settlement Consideration; and (ii) release of the Released Claims against CCC shall not occur until the date of the Liquidation Trustee’s indefeasible receipt of the CCC Payment.

“Released Parties” means the (a) Debtors; (b) the Debtors’ Professional Persons; (c) the Chief Restructuring Officer; (d) Aurora; (e) the Committee and its present and former members; (f) the Committee’s Professional Persons; (g) the Brinkmann Parties; (h) CCC with respect to the claims released pursuant to the Global Settlement Agreement; and (i) with respect to the parties listed in (a-h) of this sentence, each of the preceding parties’ respective or present members, officers, managers, directors, employees, consultants, professionals, advisors, agents and other representatives, including without limitation, attorneys, accountants, and financial advisors and their respective subsidiaries and affiliates and their respective successor and assigns, in each case solely in their capacities as such, provided however, that CCC and the Brinkmann Parties shall not become Released Parties until the occurrence and satisfaction of the conditions set forth in the Global Settlement Agreement.