

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: :

ARCTIC SENTINEL, INC. [f/k/a Fuhu, Inc.], : Chapter 11

et al.,¹ : Case No. 15-12465 (CSS)

Debtors. : (Jointly Administered)

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**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE
FIRST AMENDED PLAN OF LIQUIDATION OF THE DEBTORS PURSUANT TO
CHAPTER 11 OF THE BANKRUPTCY CODE,
(II) EFFECTIVE DATE OF THE PLAN, AND
(III) BAR DATES FOR CERTAIN ADMINISTRATIVE CLAIMS,
PROFESSIONAL FEE CLAIMS AND REJECTION DAMAGE CLAIMS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** On November 30, 2016, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Confirmation Order”) confirming the First Amended Plan of Liquidation of the Debtors Pursuant to Chapter 11 of the Bankruptcy Code (as modified by certain modifications referenced in the Confirmation Order, the “Plan”) in the chapter 11 cases of the above-captioned debtors (collectively, the “Debtors”). Unless otherwise defined in this notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order. Copies of the Plan and the Confirmation Order may be obtained free of charge at www.kccllc.net/fuhu.

2. **Effective Date.** Pursuant to the Plan, the Liquidating Trust hereby gives notice that the Plan became effective in accordance with its terms, and the Effective Date occurred, on January 25, 2017.

¹ The Debtors, together with the last four digits of each Debtor’s tax identification number, are: Arctic Sentinel, Inc. [f/k/a Fuhu, Inc.] (7896); Arctic Sentinel Holdings, Inc.[f/k/a Fuhu Holdings, Inc.] (9761); Arctic Sentinel Direct, Inc. [f/k/a Fuhu Direct, Inc.] (2180); and Sentinel Arctic, Inc. [f/k/a/ Nabi, Inc.] (4119). The location of the Debtors’ headquarters and service address is 1700 E. Walnut Ave., Suite 500, El Segundo, CA 90245.



3. **Limitation of Liability.** Pursuant to the Plan, the Debtors, the Committee, the members of the Committee, and the Professionals (collectively, the “Exculpated Parties”), will neither have nor incur any liability to any Entity for any action in good faith taken or omitted to be taken after the Petition Date in connection with or related to the Chapter 11 Cases or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; *provided, however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction). Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of Section 1125(e) of the Bankruptcy Code. Except as specifically set forth in Section 8(E) of the Plan, no provision of the Plan or the Disclosure Statement shall be deemed to act to or release any claims, Causes of Action, Litigation claims or rights, or liabilities that the Liquidating Trust or the Estates may have against any Entity or person for any act, omission, or failure to act that occurred prior to the Petition Date, nor shall any provision of the Plan be deemed to act to release any Causes of Action, Litigation, or Litigation claims.

4. **Releases.** Pursuant to the Plan, each Person or Entity participating in Distributions under the Plan or pursuant to the Plan who affirmatively votes to accept the Plan and who did not elect to “opt-out” by marking the appropriate box on their respective ballot, is, by virtue of Sections 1126(c) and 1141(a) of the Bankruptcy Code, deemed, on behalf of itself and its successors and assigns, to have released any and all Claims and Causes of Action against the Released Parties and their respective property; *provided, however*, that for the avoidance of doubt, any Claims or Causes of Action against the officers and directors of the Debtors related to the period prior to the Petition Date are not released and are fully preserved, unless otherwise released as part of the Sale Agreement.

5. **Injunction.** Pursuant to the Plan, in implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtors, the Liquidating Trust, or the Estates that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Estates, the Liquidating Trust, or any property of the Liquidating Trust or the Estates with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Estates, the Liquidating Trust, or any property of the Liquidating Trust or the Estates with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Estates, the Liquidating Trust, or any property of the Liquidating Trust or the Estates with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in Section VII.F of the Plan shall prohibit the Holder of a timely-

filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtors or the Liquidating Trust under the Plan.

6. **Bar Dates.**

- a. **Administrative Claims.** The Administrative Claims Bar Date for all Administrative Claims (other than Professional Fee Claims) shall be sixty (60) days after the occurrence of the Effective Date (i.e., March 27, 2017).
- b. **Professional Fee Claims.** Professionals requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code or required to file fee applications by order of the Bankruptcy Court for services rendered prior to the Effective Date must file and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses no later than forty-five (45) days after the Effective Date (i.e., March 13, 2017). All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court.
- c. **Failure to File Administrative Claims.** Holders of Administrative Claims (including, without limitation, Professionals requesting compensation or reimbursement of such expenses pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code) that do not file requests or applications for payment by the applicable deadline provided for herein may be subject to objection for untimeliness and may be prohibited by order of the Bankruptcy Court from asserting such claims against the Debtors, their Estates, the Liquidating Trust, or their successors or assigns, or their property.
- d. **Rejection Damage Claims.** All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent within thirty (30) days after the service of this notice (i.e., February 24, 2017). Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be subject to objection.

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Dated: January 25, 2017

BALLARD SPAHR LLP

/s/ Leslie C. Heilman

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