

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

In re:

SFX ENTERTAINMENT, INC., *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 16-10238 (MFW)

(Jointly Administered)

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT; (II) HEARING TO  
CONSIDER CONFIRMATION OF THE PLAN; (III) DEADLINE FOR FILING  
OBJECTIONS TO CONFIRMATION OF THE PLAN; AND  
(IV) DEADLINE FOR VOTING ON THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING<sup>2</sup>:**

By order dated October 3, 2016 [Docket No. 1092] (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Disclosure Statement with Respect to the Fifth Amended Joint Plan of Reorganization of SFX Entertainment, Inc., et al. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1079] (as it may be further amended, supplemented or modified from time to time, the “**Disclosure Statement**”), pursuant to section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), with respect to the *Fifth Amended Joint Plan of Reorganization of SFX Entertainment, Inc., et al. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1078] (as it may be further amended, supplemented or modified from time to time, the “**Plan**”) and the Debtors’ procedures for soliciting votes on the Plan.

Pursuant to the Disclosure Statement Order, the Bankruptcy Court established **November 2, 2016, at 4:00 p.m. (prevailing Eastern Time)** as the deadline by which Ballots accepting or

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four (4) digits of each Debtor’s federal tax identification number, if applicable, are: 430R Acquisition LLC (7350); Beatport, LLC (1024); Core Productions LLC (3613); EZ Festivals, LLC (2693); Flavorus, Inc. (7119); ID&T/SFX Mysteryland LLC (6459); ID&T/SFX North America LLC (5154); ID&T/SFX Q-Dance LLC (6298); ID&T/SFX Sensation LLC (6460); ID&T/SFX TomorrowWorld LLC (7238); LETMA Acquisition LLC (0452); Made Event, LLC (1127); Michigan JJ Holdings LLC (n/a); SFX Acquisition, LLC (1063); SFX Brazil LLC (0047); SFX Canada Inc. (7070); SFX Development LLC (2102); SFX EDM Holdings Corporation (2460); SFX Entertainment, Inc. (0047); SFX Entertainment International, Inc. (2987); SFX Entertainment International II, Inc. (1998); SFX Intermediate Holdco II LLC (5954); SFX Managing Member Inc. (2428); SFX Marketing LLC (7734); SFX Platform & Sponsorship LLC (9234); SFX Technology Services, Inc. (0402); SFX/AB Live Event Canada, Inc. (6422); SFX/AB Live Event Intermediate Holdco LLC (8004); SFX/AB Live Event LLC (9703); SFX-94 LLC (5884); SFX-Disco Intermediate Holdco LLC (5441); SFX-Disco Operating LLC (5441); SFXE IP LLC (0047); SFX-EMC, Inc. (7765); SFX-Hudson LLC (0047); SFX-IDT N.A. Holding II LLC (4860); SFX-LIC Operating LLC (0950); SFX-IDT N.A. Holding LLC (2428); SFX-Nightlife Operating LLC (4673); SFX-Perryscope LLC (4724); SFX-React Operating LLC (0584); Spring Awakening, LLC (6390); SFXE Netherlands Holdings Coöperatief U.A. (6812); SFXE Netherlands Holdings B.V. (6898). The Debtors’ business address is 902 Broadway, 15<sup>th</sup> Floor, New York, NY 10010.

<sup>2</sup> Capitalized terms used but otherwise not defined in this Confirmation Hearing Notice have meanings ascribed to such terms in the Disclosure Statement Order or the Plan, as applicable.



rejecting the Plan must be received (the “**Voting Deadline**”). To be counted, original Ballots must actually be received, whether in hardcopy or via electronic, online transmission, if applicable, on or before the Voting Deadline by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”).

If you hold a Claim against one of the Debtors as of **September 30, 2016** (the “**Voting Record Date**”) and are entitled to vote to accept or reject the Plan, you have received with this Confirmation Hearing Notice a Ballot and voting instructions appropriate for your Claim. You should carefully read the Disclosure Statement and Plan and all documents attendant thereto. For your Ballot to be counted, it must be properly completed, executed and delivered, by (i) first-class mail postage prepaid, personal delivery or overnight courier to the address indicated on the instructions accompanying the Ballot, or (ii) electronic, online transmission at the Debtors’ case website (<http://www.kccllc.net/sfx>), if applicable, so as to be **actually received** by the Voting Agent by the Voting Deadline. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote. **Ballots cast by facsimile or e-mail will not be counted.**

If you have not received a Ballot and are entitled to vote on the Plan, you may request a Ballot and voting instructions appropriate for your Claim from the Voting Agent by (a) visiting the Debtors’ case website (<http://www.kccllc.net/sfx>); (b) calling the Voting Agent at (888) 201-2205, or, if calling from outside the United States and Canada, at (310) 751-1839; or (c) sending a written request to the Voting Agent at SFX Ballot Processing Center, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, CA 90245. The materials will be provided free of charge. All submitted Ballots will be tabulated according to the rules set forth in the Disclosure Statement Order.

A hearing (the “**Confirmation Hearing**”) will be held **November 9, 2016 at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Mary F. Walrath, United States Bankruptcy Court, at 824 Market Street, 5th Floor, Courtroom No. 4, Wilmington, Delaware 19801, to consider Confirmation of the Plan and for such other and further relief as may be just and proper. The Confirmation Hearing may be adjourned from time to time. If the Confirmation Hearing is adjourned, such adjournment will be announced in open court and/or the Debtors will file a notice on the docket reflecting the same. The Plan may be amended, supplemented or modified from time to time, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to Creditors or other parties in interest.

Objections, if any, to Confirmation of the Plan (a “**Plan Objection**”), including any supporting memoranda, must (i) be made in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the legal and factual basis and nature of any Plan Objection; and (iv) be filed with the Bankruptcy Court, together with proof of service, and served so that they are received on or before **November 2, 2016, at 4:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”) by the following parties: (a) counsel to the Debtors, (1) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Dennis A. Meloro, Esq.), and (2) Greenberg Traurig, LLP, The MetLife Building, 200

Park Avenue, New York, New York 10166, (Attn: Maria J. DiConza, Esq. and Matthew L. Hinker, Esq.); (b) counsel to the DIP Lenders and the Ad Hoc Group, (1) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 (Attn: Kristopher M. Hansen, Esq., Jonathan D. Canfield, Esq., and Elizabeth Taveras, Esq.), and (2) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew Lunn, Esq. and Ashley Jacobs, Esq.); (c) counsel to the Official Committee of Unsecured Creditors, (1) Pachulski Stang Ziehl & Jones LLP, 150 California Street, 15th Floor, San Francisco, California 94111 (Attn: Debra I. Grassgreen, Esq. and Joshua M. Fried, Esq.), and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 (Attn: Bradford J. Sandler, Esq. and Colin R. Robinson, Esq.); and (d) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Hannah McCollum, Esq.). Plan Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled. The Debtors or any other party supporting Confirmation of the Plan may file a response to any Plan Objection.

The Debtors may object to your Claim for voting purposes (a “**Claim Objection**”) on or before **October 10, 2016** (the “**Claim Objection Deadline**”). If the Debtors file a Claim Objection, you may file a motion to have such Claim temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) (a “**Rule 3018 Motion**”) on or before **October 20, 2016** (the “**Rule 3018 Motion Deadline**”). The Debtors may file and serve objections to any such Rule 3018 Motion (each, a “**Rule 3018 Objection**”) by **November 2, 2016** (the “**Rule 3018 Objection Deadline**”). **RULE 3018 MOTIONS THAT ARE NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED.**

The Disclosure Statement and the Plan are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk’s office at any time during regular business hours or by contacting the Voting Agent to obtain a copy of the documents by (a) calling the Voting Agent at (888) 201-2205, or, if calling from outside the United States and Canada, at (310) 751-1839; or (b) sending a written request to SFX Ballot Processing Center, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245. In addition, copies of the Plan and the Disclosure Statement may be obtained at or viewed free of charge on the Debtors’ case website (<http://www.kccllc.net/sfx>) or for a fee at the Bankruptcy Court’s website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, discharge, injunction and exculpation provisions:

### **Section 12.02 Releases and Related Matters**

#### **(a) Debtor Released Parties**

The term “**Debtor Released Parties**” means: (i) the DIP Agent; (ii) the DIP Lenders; (iii) the Foreign Loan Agent; (iv) each Foreign Loan Lender; (v) the Prepetition Second Priority Trustee; (vi) each of the holders of the Prepetition Second Priority Notes; (vii) the Notice and Claims Agent; (viii) each of the Specified Parties, but only on account of any action (or inaction)

taken by any of the Specified Parties after December 1, 2015; (ix) each of the Designated Officers and Directors; (x) Greenberg Traurig LLP; (xi) FTI; (xii) Kaye Scholer LLP, and (xiii) with respect to each of (i) through (xii), all of their respective affiliates, related funds, partners, current and former directors, current and former members, current and former officers, current and former managers, agents, employees, representatives, advisors, counsel, accountants, financial advisors, successors and assigns, solely in their capacities as such and not in any other role; provided, that the term Debtor Released Parties shall not include any person who “opts out” of the Consensual Release and/or is otherwise entitled to vote to accept or reject the Plan, but does not vote to accept the Plan. For the avoidance of doubt, the term Debtor Released Parties shall not include: (A) Sillerman acting in any capacity, (B) Tytel acting in any capacity, and (C) Slater acting in any capacity.

(b) Releases by Debtors

**As of the Effective Date, the Debtors, on behalf of themselves and their Estates, the Reorganized Debtors, and, with respect to each of the foregoing Entities, such Entity’s predecessors, successors and assigns, Affiliates, Subsidiaries, funds, portfolio companies, management companies, and each of their respective current and former shareholders, directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (with respect to each of the foregoing Entities, each solely in their capacity as such), and any Person or Entity seeking to exercise the rights of the Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive and discharge each of the Debtor Released Parties from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, losses, liability or Causes of Action, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other equity for any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date based on, arising under or in any way relating to, in whole or in part, among other things, the Debtors, their Affiliates and former Affiliates, the Debtors’ certificate of incorporation, bylaws, and/or operating agreements, the Debtors’ operations, the business or contractual arrangements between any Debtor and any Debtor Released Party, the Debtors’ restructuring, these Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors, the formulation, negotiation, preparation, dissemination, implementation, administration, solicitation, confirmation or consummation of the Chapter 11 Cases, the Plan and related agreements, instruments and other documents (including the Plan Supplement), the Disclosure Statement, the Plan Process Documents, the New Governance Documents, the sale or issuance of the New Preferred Stock, the GUC Note, the New Common Stock, the New Warrants, or any other debt or security to be offered, issued, or distributed in connection with the Plan, distribution of the Litigation**

Trust Assets in accordance with the Plan, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the negotiation, formulation or preparation of the Plan, the solicitation of votes with respect to the Plan, or any other act taken or omitted to be taken in connection with or in contemplation of the Chapter 11 Cases or the restructuring of the Debtors or the Reorganized Debtors (collectively, the “Covered Actions”); provided, however, that the foregoing shall not operate to waive or release (i) any Causes of Action (and rights with respect thereto) arising from fraud, gross negligence, willful misconduct or criminal acts; (ii) any Causes of Action (and rights with respect thereto) against any Person or Entity that is not a Debtor Released Party; and/or (iii) the rights of the Debtors, the Reorganized Debtors or any Creditor holding an Allowed Claim, if applicable, to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases by the Debtors, which includes by reference each of the related provisions and definition contained herein, and further, shall constitute the Bankruptcy Court’s finding that each of the foregoing releases by the Debtors is: (1) in exchange for good and valuable consideration provided by the Debtor Released Parties; (2) a good faith settlement and compromise of the Claims released by the foregoing releases by the Debtors; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or the Reorganized Debtors asserting any Claim or Cause of Action released pursuant to the foregoing release by the Debtors.

(c) Releases by Holders of Claims and Interests

As of the Effective Date, (i) every Holder of a Claim against the Debtors, and (ii) every Holder of an Interest in the Debtors, and with respect to each of the foregoing Entities in clauses (i) and (ii), such Entity’s predecessors, successors and assigns, affiliates, Subsidiaries, funds, portfolio companies, management companies, and each of their respective current and former shareholders, directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (with respect to each of the foregoing Entities in clauses (i) and (ii), each solely in their capacity as such) (collectively, the “Releasing Parties”) shall be deemed to forever release, waive, and discharge each of the Creditor Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever (the “Consensual Release”); provided, however, that the Releasing Parties shall not include Holders of Claims or Interests that are deemed to reject the Plan or that are entitled to vote on the Plan but (x) do not return a Ballot by the Voting Deadline or (y) affirmatively opt-out of the Consensual Release by returning a properly completed Ballot by the Voting Deadline and indicating on the Ballot that the Person or Entity opts out of the Consensual Release; provided, further, that the Consensual Release shall not release (A) the Indemnification Obligations as set forth and treated under

**Section 5.06 of the Plan, and (B) a Claim against the Estates solely for purposes of Distribution and treatment under the Plan.**

**Section 12.03 Discharge of Claims and Interests**

(i) Except as otherwise provided herein or in the Confirmation Order, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on such Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has been Disallowed by order of the Bankruptcy Court, or (d) the Holder of a Claim based upon such debt accepted the Plan. The Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan.

(ii) As of the Effective Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors or any of their assets or properties, any other or further Claims, Interests, debts, rights, Causes of Action, claims for relief, liabilities, or equity interests relating to the Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination, as of the Effective Date, of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all Interests, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

**Section 12.04 Injunctions**

(i) Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim, Interest, or other debt or liability that is discharged pursuant to Section 12.03 of the Plan, released pursuant to Section 12.02 of the Plan, or is subject to exculpation pursuant to Section 12.05 of the Plan, are permanently enjoined from taking any of the following actions against the Creditor Released Parties or any of their respective assets or property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (a) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Creditor Released Parties or their respective assets or property; (c) creating, perfecting, or enforcing any Lien or encumbrance; (d) asserting a right of setoff,

recoupment or subrogation of any kind against any debt, liability, or obligation due to the Creditor Released Parties; or (e) commencing or continuing any action, in each such cases in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

(ii) Without limiting the effect of the foregoing provisions of this Section 12.04 upon any Person, by accepting Distributions pursuant to the Plan, each Holder of an Allowed Claim or Interest receiving a Distribution pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in this Section 12.04.

(iii) Nothing in this Section 12.04 shall impair (a) the rights of any Holder of a Disputed Claim to establish its Claim in response to an objection Filed by the Debtors or the Reorganized Debtors, (b) the rights of any defendant in an Avoidance Action Filed by the Debtors to assert defenses in such action, or (c) the rights of any party to an Executory Contract or Unexpired Lease that has been assumed by the Debtors pursuant to an order of the Bankruptcy Court or the provisions of the Plan to enforce such assumed Executory Contract or Unexpired Lease.

#### Section 12.05 Exculpation and Limitations of Liability

**The term “Exculpated Parties” means (i) each Debtor and each Reorganized Debtor; (ii) the Creditors’ Committee; and (iii) with respect to any of the foregoing, each of their respective direct or indirect subsidiaries, officers and directors, managers, members, employees, agents, representatives, financial advisors, professionals, accountants, and attorneys that was actively serving on or after the Petition Date (solely in their capacity as such), including Kaye Scholer LLP (in its capacity as counsel to the Special Committee); provided, however, that the term Exculpated Parties shall not include (A) Sillerman acting in any capacity and (B) Tytel acting in any capacity.**

**On the Effective Date, the Exculpated Parties shall neither have, nor incur any liability to any Holder of a Claim or an Interest, the Debtors, the Reorganized Debtors, or any other party-in-interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission on or after the Petition Date in connection with, relating to, or arising out of, the prosecution of the Chapter 11 Cases, the formulation, negotiation, or implementation of the Disclosure Statement or the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, or the consummation of the Plan, except for acts or omissions that are the result of willful misconduct, gross negligence, fraud or criminal acts as determined by a Final Order; provided, however, that (i) the foregoing is not intended to limit or otherwise impact any defense of qualified immunity that may be available under applicable law; (ii) each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan; and (iii) the foregoing exculpation shall not be deemed to, release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties’ obligations or covenants arising pursuant to the Plan or the Confirmation Order.**

Dated: October 4, 2016

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile: (302) 661-7360  
Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell (admitted *pro hac vice*)  
Maria J. DiConza (admitted *pro hac vice*)  
Nathan A. Haynes (admitted *pro hac vice*)  
Greenberg Traurig, LLP  
200 Park Avenue  
New York, NY 10166  
Telephone: (212) 801-9200  
Facsimile: (212) 801-6400  
Email: mitchelln@gtlaw.com  
diconzam@gtlaw.com  
haynesn@gtlaw.com

*Counsel for the Debtors and  
Debtors-in-Possession*