

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited  
liability company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

**NOTICE OF ORDER (A) APPROVING THE  
DISCLOSURE STATEMENT, (B) APPROVING THE  
SOLICITATION PROCEDURES, (C) APPROVING THE FORM OF  
BALLOTS AND NOTICES IN CONNECTION THEREWITH, (D) ESTABLISHING  
THE PLAN CONFIRMATION SCHEDULE, AND (E) GRANTING RELATED RELIEF**

**TO ALL HOLDERS OF CLAIMS AND INTERESTS AND PARTIES IN INTEREST:**

1. **Court Approval of the Disclosure Statement and the Solicitation Procedures.** On August 14, 2015, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered the *Order (A) Approving the Disclosure Statement, (B) Approving the Solicitation Procedures, (C) Approving the Form of Ballots and Notices in Connection Therewith, (D) Establishing the Plan Confirmation Schedule, and (E) Granting Related Relief* (the “**Disclosure Statement Order**”) that, among other things: (a) approved the adequacy of the *Disclosure Statement for Debtors’ Amended Joint Prearranged Chapter 11 Plan Dated August 13, 2015* (as may be amended, supplemented, or otherwise modified from time to time and including all exhibits and supplements thereto, the “**Disclosure Statement**”) filed in support of the *Debtors’ Amended Joint Prearranged Chapter 11 Plan Dated August 13, 2015* (as may be amended, supplemented, or otherwise modified from time to time and including all exhibits thereto, the “**Plan**”); and (b) authorized the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit acceptances or rejections of the Plan from Holders of Claims who are (or may be) entitled to vote under the Plan.<sup>2</sup>
2. **Voting Record Date.** The Court has approved August 10, 2015, as the Voting Record Date for purposes of determining (a) which Holders of Claims in the Voting Classes are entitled to

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors’ corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable. Copies of the Plan and the Disclosure Statement may be obtained: (a) from the Solicitation Agent at no charge by (i) accessing the Debtors’ restructuring website at [www.donlinrecano.com/bt](http://www.donlinrecano.com/bt), (ii) emailing [DRCVote@donlinrecano.com](mailto:DRCVote@donlinrecano.com), (iii) writing to the Solicitation Agent at Donlin, Recano & Company, Inc., Attention: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701, or (iv) calling the Solicitation Agent at (212) 771-1128; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

vote on the Plan and (b) in the case of non-voting Classes, for the purposes of determining the Holders of Claims and Interests to receive the Solicitation Package.

3. **Voting Deadline.** If you held a Claim against one of the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the appropriate voting instructions, complete all required information on the Ballot, and execute and return the completed Ballot so that it is **actually received** in accordance with the voting instructions by September 14, 2015, at 5:00 p.m. (prevailing Eastern Time) (the “**Voting Deadline**”). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.
  
4. **Objections to the Plan.** The Court has established September 14, 2015, at 4:00 p.m. (prevailing Eastern Time), as the deadline for filing and serving objections to the Confirmation of the Plan (the “**Plan Objection Deadline**”). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state the name, address, phone number, and email address of the objecting party and the amount and nature of the Claim or Interest of such entity, if any; (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed, contemporaneously with a proof of service, with the Court and served so that it is actually received by each of the following notice parties by the Plan Objection Deadline:

<i>Counsel to the Debtors</i>	
<b>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</b> Robert S. Brady (No. 2847) Edmon L. Morton (No. 3856) Sean M. Beach (No. 4070) Margaret Whiteman Greecher (No. 4652) Ryan M. Bartley (No. 4985) Rodney Square 1000 North King Street Wilmington, Delaware 19801	<b>DEBEVOISE &amp; PLIMPTON LLP</b> My Chi To Nick S. Kaluk III Patricia Teixeira Alexander Bondarenko 919 Third Avenue, New York, NY 10022
<i>Counsel to the Committee</i>	
<b>BROWN RUDNICK LLP</b> Steven D. Pohl Sunni P Beville One Financial Center Boston, MA 02111	<b>MORRIS NICHOLS ARSHT &amp; TUNNELL LLP</b> Derek C. Abbott (No. 3376) Curtis S. Miller (No. 4583) Matthew R. Koch (No. 6048) 1201 North Market Street, Suite 1600 Wilmington, DE 19801

<i>Counsel to Wells Fargo Capital Finance, LLC</i>	
<b>GOLDBERG KOHN LTD.</b> Jeremy M. Downs Prisca M. Kim 55 East Monroe, Suite 3300 Chicago, IL 60603	<b>WOMBLE CARLYLE SANDRIDGE &amp; RICE, LLP</b> Francis A. Monaco, Jr. Thomas M. Horan 222 Delaware Avenue, Suite 1501 Wilmington, DE 19801
<i>Counsel to Cortland Capital Market Services</i>	
<b>KING &amp; SPALDING LLP</b> Michael C. Rupe Christopher G. Boies 1185 Avenue of the Americas New York, New York 10036-4003  <b>KING &amp; SPALDING LLP</b> W. Austin Jowers 1180 Peachtree Street, NE Atlanta, Georgia 30309	<b>CHIPMAN BROWN CICERO &amp; COLE, LLP</b> William E. Chipman, Jr. 1007 North Orange Street, Suite 1110 Wilmington, Delaware 19801
<i>U.S. Trustee</i>	
Office of the United States Trustee The District of Delaware 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Benjamin A. Hackman	

5. **Confirmation Hearing.** A hearing to confirm the Plan (the “**Confirmation Hearing**”) will commence on **September 21, 2015 at 10:30 a.m. (prevailing Eastern Time)** before the Honorable Judge Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware. Please be advised that the Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Court or any other Entity.
6. **Solicitation Packages.** The Solicitation Package (except the Ballots) may be obtained at no charge from the Solicitation Agent by (a) visiting the Debtors’ restructuring website at <http://www.donlinrecano.com/bt>; (b) writing Donlin, Recano & Company, Inc., Attention: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (c) calling (212) 771-1128. The Solicitation Agent will answer questions regarding the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, provide additional copies of all materials (except the Ballots), and oversee the voting tabulation.

7. **The Plan Supplement.** At least ten (10) days before the Confirmation Hearing, the Debtors intend to file the Plan Supplement. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website. The Debtors will not serve the Plan Supplement. However, parties may obtain a copy of the Plan Supplement at no charge from the Solicitation Agent by: (a) visiting the Debtors' restructuring website at <http://www.donlinrecano.com/bt>; (b) writing Donlin, Recano & Company, Inc., Attention: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (c) calling (212) 771-1128.
8. **Release, Injunction, and Related Provisions Contained in the Plan.** Please be advised that Article VIII of the Plan contains the following release, injunction, and related provisions:

**Releases by the Debtors.** Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including: (1) the settlement, release, and compromise of debt, Causes of Action, Claims, and Interests, (2) the services of the Debtors' present and former officers, directors, managers, and advisors in facilitating the implementation of the restructuring contemplated in the Plan, and (3) the good faith negotiation of, and participation in, the restructuring contemplated in the Plan, each of the Debtors, the Reorganized Debtors, the GUC Trust, the GUC Trustee, and the Estates conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release and shall be deemed to have provided a full discharge and release to each Released Party (and each such Released Party so released shall be deemed fully released and discharged by the Debtors, the Reorganized Debtors, the GUC Trust, the GUC Trustee, and the Estates) and their respective property from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of the Debtors and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the GUC Trust, the GUC Trustee, the Estates, or their Affiliates 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 Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Management Agreement, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however*, that the foregoing "Debtor Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages remedies, Causes of Action, and liabilities in respect of any Released Party solely to the extent arising under the Plan Support Agreement, the Plan, or any agreements entered into pursuant to the Plan.<sup>3</sup>

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<sup>3</sup> For the avoidance of doubt, the "Debtor Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages remedies, Causes of Action, and liabilities in respect of Gregg Eisenberg to the

**Releases by Holders of Claims and Interests.** Notwithstanding anything contained in the Plan to the contrary (except as set forth in Section 8.8 of the Plan), on the Confirmation Date and effective as of immediately following the occurrence of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however*, that the foregoing “Third-Party Release” shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages, remedies, Causes of Action, and liabilities in respect of any Released Party, solely to the extent (1) arising under any agreements entered into pursuant to the Plan, (2) with respect to Claims by Professionals related to Professionals’ final fee applications or accrued Professional compensation claims in the Chapter 11 Cases, or (3) arising under (i) any Indemnification Provision or (ii) any indemnification provision contained in the Management Agreement.

**Exculpation.** Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Plan Support Agreement, the Disclosure Statement, the Plan Supplement, the New Holdco Governance Documents, the New Opco Governance Documents, the Exit Term Facility Documents, the Exit ABL Facility Documents, the Subordinated Notes Facility Documents, the Transaction, the issuance, distribution, and/or sale of any shares of New Holdco Common Stock, the New Opco Common Units, or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided, however*, that 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 or any other related document, instrument, or agreement; *provided, further*, that the foregoing “Exculpation” shall have no effect on the liability of any Entity solely to the extent resulting from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct;

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extent arising under that certain Amended Promissory Note, dated as of July 1, 2014, issued by Gregg Eisenberg to Boomerang.

*provided, further*, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for acts or omissions occurring after the Confirmation Date.

**Injunction.** Except as otherwise provided in the Plan or for obligations issued pursuant to the Plan, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.2 of the Plan or Section 8.3 of the Plan, discharged pursuant to Section 8.1 of the Plan, or are subject to exculpation pursuant to Section 8.4 of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the GUC Trust, the GUC Trustee, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff (except where timely preserved under Section 6.5 of the Plan) or subrogation of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

9. **Due Diligence Process.** The Debtors will consider alternatives to the Transaction set forth in the Plan which maximize the value available for distribution to the Debtors’ stakeholders. The Debtors have proposed, and the Court has approved, the following Due Diligence Process, which is defined in and more fully described in the Disclosure Statement. For more information on the Due Diligence Process, you should consult the Disclosure Statement. If the Due Diligence Process yields a proposal to consummate an Alternative Transaction that the Debtors determine, in their business judgment, in the exercise of their fiduciary duties, and in consultation with the Creditors Committee, is superior to the Plan and complies with the applicable provisions of the Bankruptcy Code, the Debtors, in consultation with the Creditors Committee, will withdraw the Plan and file a new Plan of Reorganization or Liquidation and/or file other appropriate pleadings and documents (as applicable) that reflect the terms of the Alternative Transaction (it being understood that if the Due Diligence Process yields more than one Alternative Transaction that is superior to the Plan, the Debtors will determine, in their business judgment, in the exercise of their fiduciary duties, and in consultation with the Creditors Committee, which Alternative Transaction maximizes the value of the Debtors’ estates for their stakeholders and the Debtors may, in consultation with the Creditors Committee, seek to conduct an auction among those parties submitting Alternative Transactions to make that determination). If no Qualified Proposal (as defined in the Disclosure Statement) is timely received by the Proposal Deadline (as defined in the Disclosure Statement), the Due Diligence Process will terminate and the Debtors will seek to confirm the Plan as proposed. **Any party interested in proposing an Alternative Transaction should contact the Debtors immediately.**

The Debtors may (a) determine which Qualified Bid, if any, maximizes the value of the Debtors’ estates for their stakeholders and otherwise constitutes a superior Alternative Transaction, (b) at any time before entry of orders by the Bankruptcy Court approving

a Qualified Proposal, reject any Alternative Proposal that is inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code or the Due Diligence Process or contrary to the best interests of the Debtors, their estates and creditors, and (c) impose such other terms and conditions as the Debtors may determine to be in the best interests of their estates and creditors and other stakeholders and are not inconsistent with the Bankruptcy Court's order approving the Due Diligence Process or the Bankruptcy Code, all in consultation with the Creditors Committee.

**YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

Dated: August 17, 2015  
Wilmington, Delaware

*/s/ Ryan M. Bartley*

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