

**UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK**

**In re**

**FAIRWAY GROUP HOLDINGS CORP. et al.,  
  
Debtors.**

**Chapter 11 Case No: 16- 11241 (MEW)  
  
(Jointly Administered)**

**Notice of Chapter 11 Bankruptcy Cases**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on May 2, 2016 (the “**Petition Date**”). You may be a creditor of one of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. **You are not being sued or forced into bankruptcy.** All documents filed with the Bankruptcy Court will be available for inspection at the Office of the Clerk of the Bankruptcy Court and the Court’s website, [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), as well as (A) by written request to the Debtors’ Claims and Noticing Agent, Prime Clerk LLC (“**Prime Clerk**”) at the following address: 830 3rd Avenue, 3rd Floor, New York, New York 10022; (B) by phone at 844-597-1421 (toll free) and + 1 917-258-6101 (international); or (C) by accessing its website <http://cases.primeclerk.com/fairway>. Note that you need a PACER password and login to access documents on the Bankruptcy Court’s website (a PACER password may be obtained by accessing the PACER website, <http://pacer.psc.uscourts.gov>).

NOTE: The staff of the Bankruptcy Clerk’s Office, the Office of the United States Trustee, and the Debtors’ Claims and Noticing Agent cannot give legal advice.

See Reverse Side for Important Explanations

<u>Name of Debtor</u>	<u>Case Number</u>	<u>Tax Identification Number</u>
Fairway Group Holdings Corp.	16-11241 (MEW)	20-5942788
Fairway Group Acquisition Company	16-11242 (MEW)	20-5942860
Fairway Bakery LLC	16-11243 (MEW)	27-3934129
Fairway Broadway LLC	16-11244 (MEW)	20-5948591
Fairway Chelsea LLC	16-11245 (MEW)	80-0890288
Fairway Construction Group, LLC	16-11246 (MEW)	26-0342741
Fairway Douglaston LLC	16-11247 (MEW)	80-0192650
Fairway East 86th Street LLC	16-11248 (MEW)	27-3933822
Fairway eCommerce LLC	16-11249 (MEW)	27-4563081
Fairway Georgetowne LLC	16-11250 (MEW)	36-4809609
Fairway Greenwich Street LLC	16-11251 (MEW)	90-1036422
Fairway Group Central Services LLC	16-11252 (MEW)	20-5957843
Fairway Group Plainview LLC	16-11253 (MEW)	20-5948643
Fairway Hudson Yards LLC	16-11254 (MEW)	61-1719331
Fairway Kips Bay LLC	16-11255 (MEW)	32-0360791
Fairway Nanuet LLC	16-11256 (MEW)	80-0839240
Fairway Paramus LLC	16-11257 (MEW)	26-2703338

Fairway Pelham LLC	16-11258 (MEW)	26-2173119
Fairway Pelham Wines & Spirits LLC	16-11259 (MEW)	27-2153141
Fairway Red Hook LLC	16-11260 (MEW)	20-5948813
Fairway Stamford LLC	16-11261 (MEW)	80-0300738
Fairway Stamford Wines & Spirits LLC	16-11262 (MEW)	27-2153021
Fairway Staten Island LLC	16-11263 (MEW)	36-4801732
Fairway Uptown LLC	16-11264 (MEW)	20-5948719
Fairway Westbury LLC	16-11265 (MEW)	61-1676240
Fairway Woodland Park LLC	16-11266 (MEW)	35-2429544

**OTHER NAMES USED BY THE DEBTORS IN THE PAST 8 YEARS:** Fairway; Fairway Market; Fairway- Like No Other Market; Fairway Como Ningún Otro Mercado; The World’s Greatest Food Store; The World’s Greatest Wines & Spirits Store; Fairway Café; Fairway Café & Steakhouse; Fairway Wines & Spirits; and Fairway Wines.

**Attorneys for Debtors**

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**DEADLINE TO FILE A PROOF OF CLAIM**

You are not required to file a claim at this time. If the Court sets a claims deadline, you will be notified and provided a proof of claim form by mail.

**DEADLINE TO FILE A COMPLAINT TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS**

Unless you are Unimpaired under the Prepackaged Plan, confirmation of the Prepackaged Plan may result in a discharge of debts, which may include all or part of your debt. Any objections to discharge must be filed by no later than 5:00 p.m. (Prevailing Eastern Time) on **May 31, 2016** in accordance with the procedures set forth in the section below entitled “Hearing on Adequacy of the Disclosure Statement, Solicitation Procedure and Confirmation of the Prepackaged Plan.”

**CREDITORS MAY NOT TAKE CERTAIN ACTIONS**

IN MOST INSTANCES, THE FILING OF THE BANKRUPTCY CASE AUTOMATICALLY STAYS CERTAIN COLLECTION AND OTHER ACTIONS AGAINST THE DEBTORS AND THE DEBTORS’ PROPERTY. UNDER CERTAIN CIRCUMSTANCES, THE STAY MAY BE LIMITED TO 30 DAYS OR NOT EXIST AT ALL, ALTHOUGH THE DEBTORS CAN REQUEST THE COURT TO EXTEND OR IMPOSE A STAY. IF YOU ATTEMPT TO COLLECT A DEBT OR TAKE OTHER ACTION IN VIOLATION OF THE BANKRUPTCY CODE, YOU MAY BE PENALIZED. COMMON EXAMPLES OF PROHIBITED ACTIONS BY CREDITORS ARE CONTACTING THE DEBTORS TO DEMAND REPAYMENT, TAKING ACTION AGAINST THE DEBTORS TO COLLECT MONEY OWED TO CREDITORS OR TO TAKE PROPERTY OF THE DEBTORS, AND STARTING OR CONTINUING COLLECTION ACTIONS, FORECLOSURE ACTIONS, OR REPOSSESSIONS. CONSULT A LAWYER TO DETERMINE YOUR RIGHTS IN THIS CASE.

Address of the Clerk of the Bankruptcy Court Clerk of the United States Bankruptcy Court, One Bowling Green, New York, New York 10004 Telephone: (212) 668-2870	For the Court: Vito Genna Clerk of the Bankruptcy Court
Hours Open: 8:30 a.m. – 5:00 p.m.	Date: May 5, 2016

**EXPLANATIONS**

Filing of Chapter 11 Bankruptcy Cases	A bankruptcy case under chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in the Bankruptcy Court by each of the Debtors named above, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. On the Commencement Date, the Debtors filed with the Bankruptcy Court the <i>Joint Prepackaged Chapter 11 Plan of Fairway Group Holdings Corp. and Its Affiliated Debtors</i> (the “ <b>Prepackaged Plan</b> ”) [Docket No. 16], and their <i>Disclosure Statement for Joint Chapter 11 Plan of Fairway Group Holdings Corp. and Its Affiliated Debtors</i> pursuant to sections 1125 and 1126(b) of the Bankruptcy Code (the “ <b>Disclosure Statement</b> ”) [Docket No. 17]. Copies of the Prepackaged Plan and the Disclosure Statement may be obtained free of charge (i) by contacting the Debtors’ voting agent, Prime Clerk by phone at 844-597-1421 (toll free) and + 1 917-258-6101 (international); (ii) by email at fairwayinfo@PrimeClerk.com including “Fairway” in the subject line of any such email; or (iii) through the Debtors’ restructuring website at <a href="http://cases.primeclerk.com/fairway">http://cases.primeclerk.com/fairway</a> . Unless a trustee is serving, the Debtors will remain in possession of the Debtors’ property and may continue to operate their businesses.
Hearing on Adequacy of the Disclosure Statement, Solicitation Procedures and Confirmation of the Prepackaged Plan	<b>The Combined Hearing to consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan, will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in court room 617 of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on June 7, 2016 at 10:00 a.m. (Prevailing Eastern Time).</b> Any objections to the approval of the Disclosure Statement, the Solicitation Procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <a href="http://nysb.uscourts.gov">http://nysb.uscourts.gov</a> ) and (ii) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable; and (f) be served in accordance with General Order M-399 <b>no later than 5:00 p.m. (Prevailing Eastern Time) on May 31, 2016</b> (the “ <b>Objection Deadline</b> ”), on the following parties: (i) the proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C., Matthew S. Barr, Esq., and Sunny Singh, Esq.); (ii) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Greg Zipes, Esq. and Andy Velez-Rivera, Esq.); and (iii) the attorneys for Credit Suisse AG, Cayman Islands Branch, as (a) administrative agent and collateral agent under that certain Credit Agreement, dated as of February 14, 2013 and amended as of May 3, 2013, and (b) agent under the Debtors’ postpetition debtor-in-possession financing facility, (1) King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036 (Attn: Michael Rupe, Esq. and Christopher G. Boies, Esq.), and (2) King & Spalding LLP, 1180 Peachtree Street, Atlanta, Georgia 30309 (Attn: W. Austin Jowers, Esq.).
Legal Advice	The staff of the bankruptcy clerk’s office or the United States Trustee’s office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in section 362 of the Bankruptcy Code. Common examples of prohibited actions include contacting the debtors by telephone, mail, or otherwise to demand repayment; taking actions to collect money or obtain property from the Debtors; repossessing the Debtors’ property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the Debtors can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “ <b>Section 341(a) Meeting</b> ”) will be deferred until confirmation of the Prepackaged Plan. <b>The Section 341(a) Meeting will not be convened if the Prepackaged Plan is confirmed within sixty (60) days after the Petition Date.</b> If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the Debtors’ restructuring website at <a href="http://cases.primeclerk.com/fairway">http://cases.primeclerk.com/fairway</a> , not less than seven (7) days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting.
Claims	You should refer to the Debtors’ Prepackaged Plan, the Disclosure Statement and the <i>Motion of Debtors for Authority to Pay Prepetition Trade Claims in the Ordinary Course of Business Pursuant to Sections 105, 362, 363, and 503 of the Bankruptcy Code</i> [Docket No. 10] for information regarding the treatment of and distributions on account of claims against the Debtors in their chapter 11 cases. You are not required to file a proof of claim. A proof of claim is a signed statement describing a creditor’s claim. If the court sets a deadline to file a proof of claim in these chapter 11 cases, you will be sent another notice. A secured creditor retains

	rights in its collateral regardless of whether that creditor files a proof of claim. <b>Filing Deadline for a Creditor with a Foreign Address:</b> If a deadline for filing claims is set in these chapter 11 cases, it will be set forth in a later court order and will apply to all creditors unless the order provides otherwise. If notice of the order setting the deadline is sent to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Unless you are Unimpaired under the Prepackaged Plan, confirmation of the Prepackaged Plan may result in a discharge of debts, which may include all or part of your debt. <i>See</i> Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the Debtors, except as provided in the Prepackaged Plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk’s office by the “Deadline to File a Complaint to Determine Dischargeability of Certain Debts” listed above. The bankruptcy clerk’s office must receive the objection by that deadline.
Bankruptcy Clerk’s Office	Any paper that you file in these bankruptcy cases should be filed on the court’s Electronic Case File System (ECF) using an attorney’s login and password issued by the court or on a diskette or compact disk (CD) in PDF format. If you are unable to file electronically or to submit a copy of your filing on diskette or compact disk (CD), you may file conventionally, provided that you submit with your filing an affidavit of your inability to comply.
Foreign Creditors	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

### Summary of Prepackaged Plan<sup>1</sup>

On the Commencement Date, the Debtors filed the Prepackaged Plan and the Disclosure Statement. The Prepackaged Plan and the Disclosure Statement may be obtained (a) at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004, where they may be reviewed from 9:00 am – 4:30 pm (Prevailing Eastern Time); (b) by accessing the Bankruptcy Court’s website, [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov); (c) by written request to the Debtors’ voting agent, Prime Clerk, 830 3rd Avenue, 3rd Floor New York, New York 10022; or (d) by accessing the case website free of charge at <http://cases.primeclerk.com/fairway>.

The Prepackaged Plan provides that holders of allowed prepetition trade and other general unsecured claims will be paid, or otherwise treated, in the ordinary course as if the Debtors had not commenced these chapter 11 cases. The Debtors’ Senior Secured Lenders shall receive their pro-rata share of:

- ninety percent (90%) of the ordinary shares of Reorganized Holdings (the “**New Common Stock**”), subject to the issuance of up to ten percent (10%) of New Common Stock by the new board of directors in its discretion to the reorganized Debtors’ management team pursuant to a post-emergence management incentive plan;
- a \$45 million last out exit term loan (the “**Last Out Exit Term Loan**”), with Reorganized Acquisition as borrower and each of the other Fairway Entities as guarantors, which shall be secured by all of the assets of the Fairway Entities; and
- a \$39 million unsecured subordinate loan (the “**Subordinated Holdco Loan**”), with Reorganized Holdings as borrower. None of the other Fairway Entities will guarantee Reorganized Holdings’ obligations under the Subordinated Holdco Loan.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Prepackaged Plan.

All existing shares of Class A Common Stock and Class B Common Stock in Fairway Group Holdings Corp. shall be cancelled under the Prepackaged Plan and holders of these interests will not receive any distributions thereunder.

On May 2, 2016, the Debtors commenced solicitation of votes to accept the Prepackaged Plan from the holders of Class 3 Claims (Secured Loan Claims) of record as of April 29, 2016. Only holders of Class 3 Claims, the Claims arising under that certain Credit Agreement, dated February 14, 2013, by and among Fairway Group Holdings Corp., as parent, Fairway Group Acquisition Company, as borrower, the lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as administrative and collateral agent, as amended, modified or supplemented from time to time (the “**Credit Agreement**”), are entitled to vote to accept or reject the Prepackaged Plan. All other classes of Claims are either deemed to accept or deemed to reject the Prepackaged Plan. **The deadline for the submission of votes to accept or reject the Prepackaged Plan is May 12, 2016 at 5:00 p.m. (Prevailing Eastern Time).**

**A. Classification and Treatment.** The following chart summarizes the classification and treatment provided under the Prepackaged Plan to each class of Claims and Interests and indicates the acceptance or rejection of the Prepackaged Plan by each class:

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Prepackaged Plan	Approx. Percentage Recovery
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Priority Non-Tax Claim, at the sole option of the Debtors or the Reorganized Debtors, (i) each such holder shall receive payment in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such holder’s Allowed Priority Non-Tax Claim shall be Reinstated, or (iii) such holder shall receive such other treatment so as to render such holder’s Allowed Priority Non-Tax Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.	Unimpaired	No (Deemed to accept)	100%

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Prepackaged Plan	Approx. Percentage Recovery
2	Other Secured Claims	Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Secured Claim, at the sole option of the Debtors or the Reorganized Debtors, (i) each such holder shall receive payment in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such holder's Allowed Other Secured Claim shall be Reinstated, or (iii) such holder shall receive such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.	Unimpaired	No (Deemed to accept)	100%
3	Secured Loan Claims	Except to the extent that a holder of an Allowed Secured Loan Claim agrees to a less favorable treatment of such Claim, each such holder shall receive, in full and final satisfaction of such Claim and in accordance with Section 5.4(b) of the Prepackaged Plan, on the Effective Date, or as soon as reasonably practicable thereafter, such holder's Pro Rata share of (i) ninety percent (90%) of the New Common Stock issued on the Effective Date, (ii) the Last Out Exit Term Loan, and (iii) the Subordinated Holdco Loan. On the Effective Date, each holder of an Allowed Secured Loan Claim that votes in favor of the Prepackaged Plan shall be deemed to have sold, assigned, or otherwise transferred all of such holder's Guarantee Claims against Lake Grove to Reorganized Fairway Acquisition.	Impaired	Yes	42.4-52%
4	General Unsecured Claims	Except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim or has been paid before the Effective Date, on and after the Effective Date, the Reorganized Debtors shall continue to pay or treat each Allowed General Unsecured Claim in the ordinary course of business as if the Chapter 11 Cases had never been commenced, subject to all defenses or disputes the Debtors and Reorganized Debtors may have with respect to such Claims, including as provided in Section 10.8 of the Prepackaged Plan.	Unimpaired	No (Deemed to accept)	100%

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Prepackaged Plan	Approx. Percentage Recovery
5	Intercompany Claims	On the Effective Date, or as soon as practicable thereafter, all Intercompany Claims shall be adjusted, reinstated, or discharged to the extent reasonably determined to be appropriate by the Debtors and the Requisite Lenders.	Unimpaired	No (Deemed to accept)	N/A
6	Existing Holdings Interests	On the Effective Date, all Existing Holdings Interests shall be deemed canceled, and the holders of Existing Holdings Interests shall not receive or retain any property under the Prepackaged Plan on account of such Interests.	Impaired	No (Deemed to Reject)	0%
7	Intercompany Interests	Except as provided in Section 5.1(a) of the Prepackaged Plan, on the Effective Date, and without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized Debtor, as applicable, all Intercompany Interests held by Holdings or a direct or indirect subsidiary of Holdings shall be unaffected by the Prepackaged Plan and continue in place following the Effective Date, solely for the administrative convenience of maintaining the existing corporate structure of the Debtors that are subsidiaries of Holdings.	Unimpaired	No (Deemed to accept)	N/A
8	Subordinated Securities Claims	The holders of Subordinated Securities Claims shall not receive or retain any property under the Prepackaged Plan on account of such Claims and the obligations of the Debtors and the Reorganized Debtors, as applicable, on account of such Subordinated Claims shall be discharged.	Impaired	No (Deemed to reject)	0%

**B. Treatment of Executory Contracts.**

As of the Effective Date and the payment of any applicable Cure amount, all executory contracts and unexpired leases to which any of the Debtors are parties, and which have not expired by their own terms on or prior to the Confirmation Date, including the Employment Agreements, shall be deemed assumed except for any executory contract or unexpired lease that (a) previously has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (b) is the subject of a separate (i) assumption motion filed by the Debtors (with the consent of the Requisite Lenders) or (ii) rejection motion filed by the Debtors (with the consent of the Requisite Lenders) under section 365 of the Bankruptcy Code before the Confirmation Date, or (c) is the subject of a pending Cure Dispute. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions provided for in the Prepackaged Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Prepackaged Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by the provision of the Prepackaged Plan, any order of

the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

**C. Discharge, Injunction, Releases, and Exculpation.** Please be advised that the Debtors are proposing the following discharge, release, injunction, and exculpation procedures, which are subject to Bankruptcy Court approval, which approval has not yet been granted.

**Section 10.3 of the Prepackaged Plan: Discharge of Claims and Termination of Interests.**

“Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise expressly provided herein, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interest, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors.”<sup>2</sup>

**Section 10.4 of the Prepackaged Plan: Term of Injunctions or Stays.**

“Unless otherwise provided herein or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay. For the avoidance of doubt, the Trading Order shall remain enforceable beyond the Effective Date with respect to Existing Holdings Interests. The Trading Order has no applicability or effect with respect to the trading of New Common Stock.”

**Section 10.5 of the Prepackaged Plan: Injunction**

**“(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.**

**(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any**

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<sup>2</sup> For the avoidance of doubt, the Prepackaged Plan provides for the Unimpaired treatment of General Unsecured Claims and payment in the ordinary course. Accordingly, such General Unsecured Claims will not be discharged by the Prepackaged Plan.



proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except as contemplated or allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.50.

(d) The injunctions in this Section 10.50 shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.”

**Section 10.6(a) of the Prepackaged Plan: Releases by the Debtors**

“As of the Effective Date, except (i) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect or become effective after the Effective Date or (ii) as otherwise provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, 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 Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, 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 before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan (including the Plan Supplement), the Restructuring Support Agreement, the Shareholders Agreement, the Amended and Restated Credit Agreement (including the Exit Facility), the DIP Loan Agreement, or related agreements, instruments, or other documents, the solicitation of votes with respect to the Plan, and upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided*, that nothing in this Section 10.6(a) shall be construed to release any party or Entity from willful misconduct or intentional fraud as determined by Final Order.”

**Section 10.6(b) of the Prepackaged Plan: Releases by Holders of Claims and Interests**

“As of the Effective Date, except (i) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect or become effective after the Effective

Date or (ii) as otherwise provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter 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 Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, 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 before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan (including the Plan Supplement), the Restructuring Support Agreement, the Shareholders Agreement, the Amended and Restated Credit Agreement (including the Exit Facility), the DIP Loan Agreement, or related agreements, instruments or other documents, the solicitation of votes with respect to the Plan, and upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided*, that nothing in this Section 10.6(b) shall be construed to release any party or Entity from willful misconduct or intentional fraud as determined by Final Order.”

“*Releasing Party*” means each of, and solely in its capacity as such, (a) the holders of Impaired Claims or Interests other than the Excluded Releasing Parties, (b) the holders of Unimpaired Claims, and (c) with respect to the foregoing Entities in clauses (a) and (b), such Entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current or former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such Entities' respective heirs, executors, estates, servants and nominees. To the extent a person or entity is an Excluded Releasing Party with respect to one or more Claims or Interests but is a Releasing Party with respect to one or more other Claims or Interests, then such person or entity shall be a Releasing Party with respect to all Claims and Interests.

“*Excluded Releasing Parties*” means the holders of Impaired Claims or Interests who (i) have been deemed to reject the Plan, (ii) abstain from voting, or (iii) voted to reject the Plan and have also checked the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan, and (iv) with respect to the foregoing Entities in clauses (i), (ii), and (iii), such Entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current or former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such Entities' respective heirs, executors, estates, servants and nominees.

#### **Section 10.7 of the Prepackaged Plan: Exculpation**

“Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, the Exculpated Parties shall neither have nor incur any liability to any holder of a Claim or Interest for any act or omission (both prior to and subsequent to the Commencement Date) in connection with, related to, or arising out of, the Chapter 11 Cases, the Plan (including,

without limitation, the Plan Supplement), the Restructuring Support Agreement, the DIP Facility, the DIP Loan Agreement, the Exit Facility, the Shareholders Agreement, any settlement or agreement in the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan and the Definitive Documents (including, but not limited to, Definitive Documents with respect to the Exit Facility), the offer, issuance, and distribution of any securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date, negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, except for actions determined by Final Order to constitute willful misconduct or intentional fraud.”

**Hearing on Adequacy of Disclosure Statement and  
Solicitation Procedures and Confirmation of Prepackaged Plan**

The Combined Hearing to consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan, will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in court room 617 of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, on June 7, 2016 at 10:00 a.m. (Prevailing Eastern Time). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the case website free of charge at <http://cases.primeclerk.com/fairway>.

Any objections to the approval of the Disclosure Statement, the Solicitation Procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; (e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (ii) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable; and (f) be served in accordance with General Order M-399 no later than 5:00 p.m. (Prevailing Eastern Time) on May 31, 2016 (the “**Objection Deadline**”), on the following parties: (i) the proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C., Matthew S. Barr, Esq., and Sunny Singh, Esq.); (ii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Greg Zipes, Esq. and Any Velez-Rivera, Esq.); and (iii) the attorneys for Credit Suisse AG, as (a) administrative agent and collateral agent under that certain Credit Agreement, dated as of February 14, 2013 and amended as of May 3, 2013, and (b) agent under the proposed postpetition financing facility, (2) King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036 (Attn: Michael Rupe, Esq. and Christopher G. Boies, Esq.), and (2) King & Spalding LLP, 1180 Peachtree Street, Atlanta, Georgia 30309 (Attn: W. Austin Jowers, Esq.).

**UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN  
ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED  
BY THE BANKRUPTCY COURT.**

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

**Section 341(a) Meeting**

The Section 341(a) Meeting of creditors (the “**Section 341(a) Meeting**”) will be deferred until confirmation of the Prepackaged Plan. **The Section 341(a) Meeting will not be convened if the Prepackaged Plan is confirmed within sixty (60) days after the Petition Date.** If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the Website at <http://cases.primeclerk.com/fairway>, not less than seven (7) days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting. The Debtors’ representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure, is required to appear at the Section 341(a) Meeting for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. The meeting may be adjourned or continued from time to time by notice at the Section 341(a) Meeting, without further notice to the creditors.

BY ORDER OF THE COURT.

WEIL, GOTSHAL & MANGES LLP  
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New York, New York 10153  
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Ray C. Schrock, P.C.  
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*Proposed Attorneys for Debtors  
and Debtors in Possession*