

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

<p>In re</p> <p>OLD FENM INC., <i>et al.</i>,<sup>1</sup></p> <p style="padding-left: 40px;">Debtors.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 13-12569 (KJC)</p> <p>(Jointly Administered)</p>
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**NOTICE OF (I) ENTRY OF ORDER  
CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF OLD FENM INC. AND OLD FEPC LLC, AS MODIFIED  
AND RESTATED; (II) OCCURRENCE OF EFFECTIVE DATE; AND (III) BAR DATES  
FOR CERTAIN ADMINISTRATIVE CLAIMS AND REJECTION DAMAGE CLAIMS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** On July 2, 2014, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [Docket No. 949] (the "Confirmation Order") confirming the Second Amended Joint Chapter 11 Plan of Reorganization of Old FENM Inc. (f/k/a Fresh & Easy Neighborhood Market Inc.) and Old FEPC LLC (f/k/a Fresh & Easy Property Company LLC), as Modified and Restated, dated July 2, 2014 (as it may be further modified, 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.

2. **Effective Date.** Pursuant to the Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms, and the Effective Date occurred, on July 23, 2014.

3. **Injunctions.**

a. Claims Enjoined. Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability that would be discharged upon Confirmation but for the provision of Section 1141(d)(3) of the Bankruptcy Code or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities,

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<sup>1</sup> The Debtors are the following two entities (the last four digits of their respective taxpayer identification numbers follow in brackets): Old FENM Inc. (f/k/a Fresh & Easy Neighborhood Market Inc.) [7028] and Old FEPC LLC (f/k/a Fresh & Easy Property Company LLC) [9636]. The address of each of the Debtors is 2120 Park Place, Suite 200, El Segundo, California 90245.

Interests or rights: (i) commencing or continuing in any manner any action or other proceeding against the Debtors or the Reorganized Debtors, other than to enforce any right to receive a distribution under the Plan; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors or the Reorganized Debtors other than as permitted pursuant to (i) above; (iii) creating, perfecting or enforcing any Lien or encumbrance against the Debtors or the Reorganized Debtors, their respective property; (iv) asserting a setoff (except as otherwise permitted under the Plan) or a right of subrogation of any kind against any debt, liability or obligation due to the Debtors or the Reorganized Debtors; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

b. Enforcement Enjoined. Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, currently hold or may hold any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that are released, waived, settled or deemed satisfied pursuant to the Plan will be permanently enjoined from taking any of the following actions against any released Entity or its property on account of such Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien or encumbrance; (iv) asserting a setoff (except as otherwise provided in Section IX.A.2 of the Plan) or a right of subrogation of any kind against any debt, liability or obligation due to any released Entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

c. Consent to Injunction. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim that receives a distribution under the Plan will be deemed to have specifically consented to the injunctions set forth in Section IX.A of the Plan.

#### 4. **Release of Claims.**

a. General Releases by the Debtors. **Without limiting any applicable provisions of, or releases contained in, the Sale Orders or the Plan, as of the Effective Date, the Debtors, on behalf of themselves, their Estates and their respective successors, assigns and any and all Entities who may purport to claim by, through, for or because of them, shall be deemed to forever release, waive and discharge all Causes of Action, including but not limited to any Chapter 5 Claims and Affiliate Causes of Action, arising prior to the Effective Date that such Entity has, had or may have against each of the Released Parties; *provided, however,* that the releases provided in this paragraph shall have no effect on: (i) the liability of any Entity that would otherwise result from the failure to perform or pay any obligation or liability under the Plan, or any contract, instrument, release or other agreement or document to be assumed, entered into or delivered in connection with the Plan; or (ii) the liability of any Entity that would otherwise result from any act, omission or occurrence since the Petition Date to the extent that such act, omission or occurrence is determined in a Final Order to have constituted gross negligence or willful misconduct.**

b. **Third Party Releases.** Without limiting any other applicable provisions of, or releases contained in, the Plan or the Bankruptcy Code, as of the Effective Date, in consideration for the consideration provided to the Debtors by the Tesco Settlement and the payment in full and unimpairment of Allowed Secured Claims, Administrative Claims, Priority Tax Claims, Priority Claims and General Unsecured Claims, each holder of a Secured Claim, Administrative Claim, Priority Tax Claim, Priority Claim, and General Unsecured Claim shall be deemed to forever release, waive and discharge all Claims and Causes of Action in any way relating to any Debtor, the Bankruptcy Case or the Plan that such Entity has, had or may have against any of the Released Parties (which release shall be in addition to the injunction of Claims provided herein and under the Confirmation Order and the Bankruptcy Code), excluding only any obligations of any of the Released Parties under the Plan.

c. **Injunction Related to Releases.** As further provided in Section IX.A of the Plan, the Confirmation Order enjoins permanently the commencement or prosecution by any Entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the Plan, including, without limitation, the Chapter 5 Claims released pursuant to Section IV.A.2.c of the Plan.

5. **Bar Dates.**

a. **General Administrative Claims Bar Date.** Except as otherwise provided in an order of the Bankruptcy Court and excluding Professional Fee Claims, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors and Tesco pursuant to the procedures specified in the Confirmation Order and the notice of occurrence of the Effective Date, no later than **30 days after the Effective Date (i.e., August 22, 2014)**. Holders of such Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the applicable Bar Date shall be forever barred from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their respective property, and such Administrative Claims shall be deemed discharged as of the Effective Date.

b. **Plan-Related Contract Rejection Damage Claims Bar Date.** Notwithstanding anything in the Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim will be forever barred and will not be enforceable against the Reorganized Debtors unless a proof of Claim is Filed and served on the Reorganized Debtors no later than **30 days after the Effective Date (i.e., August 22, 2014)**. Pursuant to Section V.A of the Plan, on the Effective Date, the Debtors rejected each Executory Contract and Unexpired Lease **not listed** on the schedule of assumed Executory Contracts and Unexpired Leases (See Ex. II to the Plan [Docket No. 910]).

c. **Ordinary Course Liabilities.** Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business prior to the Effective Date may be paid as directed by the Reorganized Debtors in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto.

d. Enforcement of the Bar Date Order. Except as specifically set forth in the Plan and the Confirmation Order, the Bar Date Order remains in full force and effect, including, without limitation, the establishment of January 22, 2014 as the Bar Date for the for the filing of General Unsecured Claims and Claims arising under Section 503(b)(9) of the Bankruptcy Code.

e. Service Upon Claims and Noticing Agent. Administrative Claims and proofs of Claim that are required to be filed in accordance with the bar dates set forth above also must be served on the Debtors' claims and noticing agent, either by (i) mailing to Prime Clerk LLC, Attn: Old FENM Inc. (13-12569) Claims Processing Center, c/o Prime Clerk LLC, 830 3rd Avenue, 9th Floor, New York, NY 10022 or (ii) delivering the original Administrative Claim or proof of Claim by hand or overnight courier to Prime Clerk LLC, Attn: Old FENM Inc. (13-12569) Claims Processing Center, 830 3rd Avenue, 9th Floor, New York, NY 10022. Proofs of Claim submitted by facsimile or electronic mail will not be accepted and will not be deemed properly filed.

6. Notice Parties' Service Addresses. Any pleading, notice or other document required by the Plan, the Confirmation Order, other order of the Bankruptcy Court or applicable Bankruptcy Rules to be served on or delivered to, as applicable, the Debtors, the Reorganized Debtors, Tesco Plc and the U.S. Trustee must be sent by overnight delivery service, facsimile transmission, courier service or messenger to: (i) counsel to the Debtors and the Reorganized Debtors, RICHARDS, LAYTON & FINGER, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins) and JONES DAY, 222 East 41st Street, New York, New York 10017 (Attn: Paul D. Leake and Lisa Laukitis); (ii) counsel to Tesco Plc, DAVIS POLK & WARDWELL, 450 Lexington Avenue, New York, New York 10017 (Attn: Donald S. Bernstein and Damon P. Meyer); and (iii) the Office of the United States Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Tiiara Patton).

7. Copies of the Plan and the Confirmation Order. Copies of the Plan and the Confirmation Order may be obtained free of charge at <http://cases.primeclerk.com/FreshandEasy>.

Dated: July 23, 2014

BY ORDER OF THE COURT

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