

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
AMICUS WIND DOWN CORPORATION, <i>et al.</i> ,)	
)	Case No. 11-13167 (KG)
Debtors.)	
)	Jointly Administered
)	
In re:)	Chapter 11
)	
FREEZE, LLC, <i>et al.</i> ,)	Case No. 11-13303 (KG)
)	
Debtors. ¹)	Jointly Administered
)	

**DISCLOSURE STATEMENT FOR THE DEBTORS' PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: March 16, 2012

**THIS DISCLOSURE STATEMENT IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND IS NOT
SUBMITTED IN SOLICITATION OF VOTES IN FAVOR OF THE DEBTORS' CHAPTER 11 PLAN.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS [], 2012, AT 4:00 P.M.,
PREVAILING EASTERN TIME. THE NOTICE AND CLAIMS AGENT MUST ACTUALLY RECEIVE
YOUR BALLOT BEFORE THE VOTING DEADLINE.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Amicus Wind Down Corporation, f/k/a Friendly Ice Cream Corporation (3130); Amicus Restaurants Franchise Wind Down, LLC, f/k/a Friendly's Restaurants Franchise, LLC (3693); Amicus Realty I Wind Down, LLC, f/k/a Friendly's Realty I, LLC (2580); Amicus Realty II Wind Down, LLC, f/k/a Friendly's Realty II, LLC (2581); Amicus Realty III Wind Down, LLC, f/k/a Friendly's Realty III, LLC (2583); Freeze, LLC (9643); Freeze Group Holding Corp. (3232); Freeze Holdings, LP (3099); and Freeze Operations Holding Corp. (5239). The location of the Debtors' corporate headquarters is 1855 Boston Road, Wilbraham, Massachusetts 01095. The Debtors' services addresses are: 1855 Boston Road, Wilbraham, Massachusetts 01095 and 5200 Town Center Circle, Suite 600, Boca Raton, Florida 33486.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE DEBTORS' PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE TO HOLDERS OF CLAIMS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(B) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY.

THIS DISCLOSURE STATEMENT MAY CONTAIN "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "ANTICIPATE," "CONTINUE," "ESTIMATE," "EXPECT," "MAY" OR "PROJECT," OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. YOU ARE CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THAT THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE INFORMATION CONTAINED HEREIN AND ATTACHED HERETO IS AN ESTIMATE ONLY, BASED UPON INFORMATION CURRENTLY AVAILABLE TO THE DEBTORS.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. PARTIES MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS INFORMATION, THE INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS AND EQUITY INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN ARTICLE VI BELOW, "RISK FACTORS."

I. INTRODUCTION

A. PURPOSE OF THE DISCLOSURE STATEMENT

On October 5, 2011 and October 14, 2011, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code² in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On October 6, 2011, the Bankruptcy Court entered an order jointly administering the Chapter 11 Cases of Friendly Ice Cream Corporation; Friendly’s Restaurants Franchise, LLC; Friendly’s Realty I, LLC; Friendly’s Realty II, LLC; and Friendly’s Realty III, LLC pursuant to Bankruptcy Rule 1015(b) under the lead case: *Friendly Ice Cream Corporation*; Case No. 11-13167 (KG).³ The Debtors are winding down their businesses and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On October 12, 2011, the United States Trustee for the District of Delaware (the “United States Trustee”) appointed an official committee of unsecured creditors (the “Committee”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 117].⁴ On October 24, 2011, the Bankruptcy Court entered an order jointly administering the Chapter 11 Cases of Freeze, LLC; Freeze Group Holding Corporation; Freeze Holdings, LP; and Freeze Operations Holding Corporation pursuant to Bankruptcy Rule 1015(b) under the lead case: *Freeze, LLC*, Case No. 11-13303 (KG). The Freeze entities are winding down their business and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee of unsecured creditors has been appointed in the *Freeze* cases.

The Debtors submit this disclosure statement (as amended, modified or supplemented, the “Disclosure Statement”) pursuant to section 1125 of the Bankruptcy Code for purposes of soliciting votes to accept or reject the Plan, a copy of which is attached to this Disclosure Statement as Exhibit A. The Plan has been filed with the Bankruptcy Court and the summaries of the Plan contained herein shall not be relied upon for any purpose other than to make a judgment with respect to, and determine how to vote on, the Plan.

Notice of this Disclosure Statement is being provided by the Debtors to the Office of the United States Trustee, the Securities and Exchange Commission and to all of the Debtors’ known creditors and stockholders. By Order dated [____], 2012 [Docket No. ____], the Disclosure Statement was approved by the Bankruptcy Court as containing “adequate information” under section 1125 of the Bankruptcy Code (the “Disclosure Statement Order”). The deadline to object to Plan Confirmation is [____], 2012 at 4:00 p.m., prevailing Eastern Time.

B. CONFIRMATION OF THE PLAN

1. Requirements

The requirements for Confirmation of the Plan are set forth in section 1129 of the Bankruptcy Code. The requirements for the Disclosure Statement are set forth in section 1125 of the Bankruptcy Code.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the *Debtors’ Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”).

³ Pursuant to the terms of the Asset Purchase Agreement, the Friendly’s Debtors have changed their names to Amicus Wind Down Corporation, Amicus Restaurants Franchise Wind Down, LLC, Amicus Realty I Wind Down, LLC, Amicus Realty II Wind Down, LLC and Amicus Realty III Wind Down, LLC to avoid confusion with the going concern the Purchaser continues to operate under the Friendly’s name.

⁴ Unless otherwise noted, docket references correspond to the docket of the Amicus Debtors’ chapter 11 cases, jointly administered by the Bankruptcy Court under Case No. 11-13167 (KG).

2. Confirmation Hearing

To confirm the Plan, the Bankruptcy Court must hold the Confirmation Hearing to determine whether the Plan meets the requirements of section 1129 of the Bankruptcy Code. The Confirmation Hearing will take place in the Bankruptcy Court on [____], 2012 at [____], prevailing Eastern Time.

3. Deadline to Object to Confirmation of the Plan

Any party in interest may object to the Confirmation of the Plan and appear at the Confirmation Hearing to pursue such objection. The Court has set [____], 2012 at 4:00 p.m., prevailing Eastern Time, as the deadline for filing and serving objections to the Confirmation of the Plan. Objections to the Confirmation of the Plan must be electronically filed with the Bankruptcy Court and served on counsel to the Debtors, the U.S. Trustee, and counsel to the Committee.

4. Effect of Confirmation

Except as otherwise provided in the Plan or in the Confirmation Order, confirmation will effect the distribution of the Debtors' remaining assets and the dissolution of the Debtors. Confirmation serves to make the Plan binding upon the Debtors, all creditors, Equity Interest Holders and other parties in interest, regardless of whether they cast a Ballot to accept or reject the Plan.

5. Effect of Failure to Confirm the Plan

If the Plan is not confirmed by the requisite majorities in number and amount required by section 1126 of the Bankruptcy Code or if any other requirements for confirmation under the Bankruptcy Code are not met, the Debtors may seek to pursue another strategy to wind-down the Estates. Other options that the Debtors may consider in the event that the Plan is not confirmed include an alternative chapter 11 plan, a dismissal of the Chapter 11 Cases and out-of-court dissolution, an assignment for the benefit of creditors, conversion to a chapter 7 cases, or other strategies.

C. VOTING ON THE PLAN

1. Impaired Claims or Interests

Pursuant to section 1126 of the Bankruptcy Code, only the Holders of Claims in Classes Impaired by the Plan and receiving a payment or distribution under the Plan may vote on the Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Plan alters the legal, equitable or contractual rights of the Holders of such Claims or Equity Interests treated in such Class. The Holders of Claims not Impaired by the Plan (Class 1—Other Priority Claims; Class 2—Other Secured Claims; Class 3—Secured Credit Agreement Claims; and Unclassified Claims—Assumed Administrative Claims, Remaining Administrative Claims, Professional Compensation Claims, DIP Claims, and Priority Tax Claims) are deemed to accept the Plan and do not have the right to vote on the Plan. The Holders of Claims or Equity Interests in any Class which will not receive any payment or distribution or retain any property pursuant to the Plan (Class 4—Secured Promissory Note Claims; Class 6—General Unsecured Claims against the Freeze Debtors; Class 8—Section 510(b) Claims; Class 9—Intercompany Claims; and Class 10—Equity Interests) are deemed to reject the Plan and do not have the right to vote.

2. Eligibility to Vote on the Plan

Unless otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Class 5—General Unsecured Claims against the Amicus Debtors—and Holders of Allowed Claims in Class 7—PBGC General Unsecured Claims may vote on the Plan.

3. Voting Procedure and Voting Deadline

If you are entitled to vote on the Plan, in order to ensure that your vote is counted you must: (i) complete the Ballot; (ii) indicate your decision either to accept or reject the Plan in the space so indicated on the Ballot; and (iii) sign and return the Ballot to the address set forth on the Ballot. **BALLOTS SENT BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED AND WILL NOT BE COUNTED.** Pursuant to Bankruptcy Rule 3017, the Bankruptcy Court has ordered that original Ballots for the acceptance or rejection of the Plan must be received by the Notice and Claims Agent on or before [____], 2012 at 4:00 p.m., prevailing Eastern Time. Please refer to the website of the Debtors' Notice and Claims Agent—available at <http://dm.epiq11.com/Friendlys>—for further voting procedures and rules.

4. Acceptance of the Plan

In order for the Plan to be accepted by an Impaired Class of Claims, Holders of at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders must vote to accept the Plan, or the Plan must meet the requirements under section 1129(b) of the Bankruptcy Code for cramdown of any non-accepting Class of Claims. In any case, at least one Impaired Class of Claims, excluding the vote of insiders, must actually vote to accept the Plan. **YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT ATTACHED TO THE NOTICE. PLEASE BE SURE TO COMPLETE THE BALLOT PROMPTLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.**

II. THE DEBTORS

A. DEBTORS' FORMER BUSINESS

Prior to the sale of substantially all of their assets, the operating Amicus Debtors owned and operated a leading full-service, family-oriented restaurant chain and manufactured premium ice cream products. Prior to the Petition Date, the Amicus Debtors operated or had franchised approximately 490 restaurants, primarily concentrated in the Northeast United States. In addition, the Amicus Debtors manufactured and distributed their own brand of "Friendly's" packaged ice cream and dessert products to their restaurants and more than 7,000 supermarkets and other third-party retail locations in 48 states. As of the Petition Date, the Amicus Debtors employed more than 10,000 workers nationwide.

The Freeze Debtors are non-operating entities that own, directly or indirectly, all or the substantial majority of the equity of Amicus Wind Down Corporation (f/k/a Friendly Ice Cream Corporation) and its subsidiaries, the other Amicus Debtors.

Prior to the Petition Date, the Debtors had outstanding debt obligations in the aggregate principal amount of approximately \$297.0 million (excluding approximately \$14.9 million in issued and unfunded letters of credit), plus accrued interest thereon, consisting primarily of approximately (1) \$21.5 million in secured debt under the Secured Credit Agreement; (2) \$267.7 million under the Secured Promissory Note; and (3) \$7.8 million in principal under the 8.375% Senior Subordinated Notes. Wells Fargo Capital Finance, Inc. served as the Administrative Agent for the Secured Credit Agreement, Sundae Group Holdings I, LLC was the holder of the Secured Promissory Note, and The Bank of New York served as the 8.375% Senior Subordinated Notes Indenture Trustee.

A further description of the Debtors' corporate history, former business, and prepetition capital structure can be found in the *Declaration of Steven C. Sanchioni of Friendly Ice Cream Corporation in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Amicus Debtors Docket No. 3] and the *Declaration of Steven C. Sanchioni in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Freeze Debtors Docket No. 4].

B. DEBTORS' FIRST DAY MOTIONS AND DIP CREDIT FACILITY

On the Petition Date, the operating Debtors filed certain motions requesting authority to pay certain prepetition obligations, including: (1) insurance obligations [Docket No. 6]; (2) customer program obligations [Docket No. 8]; (3) employee wages and workers' compensation obligations [Docket No. 10]; (4) tax obligations [Docket No. 11]; (5) media and advertising expenses [Docket No. 12]; and (6) obligations to certain shippers and lienholders [Docket No. 13]. On October 6, 2011, the Bankruptcy Court granted the relief sought in these motions. The Bankruptcy Court also granted the Debtors' motion to continue using their cash management system and bank accounts [Docket No. 50].

The Debtors also successfully obtained postpetition financing on a secured superpriority basis under the DIP Credit Agreement. After substantial negotiations with the Committee regarding the terms of the proposed postpetition financing under the DIP Credit Agreement, on November 2, 2011, the Bankruptcy Court entered the DIP Order approving the postpetition financing as revised to address the Committee's concerns [Docket No. 282].

C. SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS

After careful review, the Debtors, in consultation with their advisors, determined that a chapter 11 filing, combined with an expedited operational restructuring and an efficient sale of the Debtors' assets, was the best and most efficient way to maximize a return for the Debtors, their Estates, and all parties in interest. Prior to the Petition Date, the Debtors secured a stalking-horse bidder and negotiated a purchase agreement for the sale of substantially all of their assets. In addition, the Debtors negotiated the debtor-in-possession financing mentioned above to fund their chapter 11 cases and the Sale process.

On the Petition Date, the Debtors filed a motion seeking approval of (1) certain bidding procedures; (2) the Asset Purchase Agreement; and (iii) the sale of substantially all of the Debtors' assets (the "Sale Motion") [Docket No. 15] to Friendly's Ice Cream, LLC (f/k/a Sundae Group Holdings II, LLC) (the "Purchaser")—an indirect affiliate of Sun Capital—or to another Successful Bidder (as defined in the Sale Motion) following an auction. On October 28, 2012, the Committee filed an objection to, *inter alia*, the bidding procedures. Among other things, the Committee objected to the Purchaser's ability to credit bid an alleged subordinated note claim as part of the consideration for the sale. Also in its objection, the Committee filed an objection to the alleged note claim seeking to recharacterize such claim as equity. As a result of the Committee's objection, the Debtors and the Purchaser amended the bidding procedures and the Asset Purchase Agreement to address the Committee's concerns. On November 3, 2011, the Bankruptcy Court approved the bidding procedures as revised [Docket No. 289].

Pursuant to the terms of the Sale Motion, the Debtors engaged in a marketing process to solicit additional bidders for the Debtors' assets. The Debtors received no bids for their assets and business other than that of the Purchaser. Following further negotiations with the Committee regarding the terms of the sale and upon reaching a settlement (discussed further below) regarding several issues germane to the sale, including a resolution of the Committee's objection to the credit bid and the recharacterization of the alleged subordinated note claim, on December 29, 2011, the Bankruptcy Court entered the Sale Order [Docket No. 592] approving (i) the Asset Purchase Agreement; (ii) the sale of substantially all of the Debtors' assets to the Purchaser; and (iii) the assumption and assignment of certain executory contracts and unexpired leases. The sale closed on January 9, 2012.

In accordance with a global settlement by and among the Debtors, the Committee, Pension Benefit Guaranty Corporation, and the Purchaser and certain of the Purchaser's affiliates, the consideration paid by Purchaser for the Sale was comprised of: (1) cash sufficient to satisfy the Debtors' outstanding obligations under the Secured Credit Agreement (to the extent not repaid pursuant to the DIP Order and DIP Credit Agreement); (2) a credit bid of the DIP Claims; (3) cash payments to fund the Debtors' wind-down and certain recoveries to unsecured creditors; and (4) assumption of the Assumed Liabilities. For additional information, including the Asset Purchase Agreement, the Sale Order, and the Settlement, please refer to the website of the Debtors' Notice and Claims Agent—available at <http://dm.epiq11.com/Friendlys>. Since the Closing Date, the Debtors have focused on winding up their affairs.

The Debtors' remaining assets consist of the Sale proceeds and certain assets (including Causes of Action) excluded from the Sale (the "Remaining Assets"). As specified in the agreed-upon Wind-Down Budget, attached as "Exhibit A" to the Sale Order [Docket No. 592], the Purchaser paid approximately \$11,257,881 in Cash to satisfy the wind-down costs of the Estates. The Debtors believe that Allowed Class 1 Claims, Allowed Class 2 Claims, Allowed Class 3 Claims and Allowed Unclassified Claims are either Assumed Liabilities, have been paid by the Debtors in the ordinary course of business, have been released pursuant to the terms of the Settlement or will be paid by the Debtors prior to the distribution to Holders of Allowed General Unsecured Claims. Accordingly, the Debtors anticipate that Remaining Assets will be available for distribution to the Record Holders of Allowed General Unsecured Claims against the Amicus Debtors and Allowed PBGC General Unsecured Claims on a Pro Rata basis in accordance with the terms and conditions governing the Liquidating Trust.

III. SUMMARY OF THE PLAN

A. PURPOSE OF THE PLAN

The Plan provides for the liquidation and distribution of the Debtors' Remaining Assets for the benefit of certain Holders of Allowed Claims. Specifically, Holders of Assumed Administrative Claims, DIP Claims, Other Priority Claims, and Secured Credit Agreement Claims generally will be paid in full in Cash. Holders of Remaining Administrative Claims and Priority Tax Claims will also be paid in full in Cash, provided that no payment or payments on account of one or more Remaining Administrative Claims or Priority Tax Claims, as applicable, taken in the aggregate with all prior or contemporaneous payments on account of Remaining Administrative Claims or Priority Tax Claims, shall exceed the amount set forth for all Remaining Administrative Claims or Priority Tax Claims in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date, or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court. Holders of Allowed Accrued Professional Compensation Claims shall be paid in full in Cash first from funds held in the Professional Fee Escrow Account and then from the Liquidating Trust Assets only if no funds remain in the Professional Fee Escrow Account.

Holders of Other Secured Claims will, at the option of the Debtors (in consultation with the Committee) before the Effective Date, or the Liquidating Trustee, after the Effective Date, be paid in full in Cash, receive the collateral securing any such Allowed Other Secured Claim or receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code (unless a Holder of such Allowed Other Secured Claim agrees to a different recovery), provided that no payment or payments on account of one or more Other Secured Claims, taken in the aggregate with all prior or contemporaneous payments on account of Other Secured Claims, shall exceed the amount set forth for all Other Secured Claims in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date, or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court. Holders of General Unsecured Claims and the PBGC General Unsecured Claims, the only voting Classes, will receive all of the Debtors' residual net distributable value. All other Classes of Claims and Equity Interests will receive no distribution on account of their respective Claims and Equity Interests.

The Debtors believe that the Plan maximizes recoveries for Holders of Allowed Claims and strongly recommend that you vote to accept the Plan (if you are entitled to vote). The Debtors believe that any alternative to Confirmation of the Plan, such as a conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or attempts by another party in interest to file a plan, would result in significant delay, litigation, additional costs and ultimately would reduce the recoveries.

B. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

All Claims and Equity Interests, except the unclassified Claims, are placed in the Classes set forth in Article II of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Assumed Administrative Claims, Remaining Administrative Claims, Professional Compensation Claims, DIP Claims, and Priority Tax Claims have not been classified. A Claim shall be classified in a particular Class only to the extent that the Claim meets the description of Claims in that Class and shall be classified in other Classes to the extent that the Claim meets the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest has not been paid, released, withdrawn, or otherwise settled before the Effective Date.

C. SUMMARY OF CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

Class	Claims	Status	Voting Rights	Expected Recoveries
1	Other Priority Claims	Unimpaired	Deemed to Accept	100%
2	Other Secured Claims	Unimpaired	Deemed to Accept	100%
3	Secured Credit Agreement Claims	Unimpaired	Deemed to Accept	100%
4	Secured Promissory Note Claims	Impaired	Deemed to Reject	0%
5	General Unsecured Claims against Amicus Debtors	Impaired	Entitled to Vote	[]%
6	General Unsecured Claims against Freeze Debtors	Impaired	Deemed to Reject	0%
7	PBGC General Unsecured Claims	Impaired	Entitled to Vote	[]%
8	Section 510(b) Claims	Impaired	Deemed to Reject	0%
9	Intercompany Claims	Impaired	Deemed to Reject	0%
10	Equity Interests	Impaired	Deemed to Reject	0%

D. MEANS FOR IMPLEMENTATION OF THE PLAN

1. Effective Date

The Plan shall become effective on the first Business Day upon which all of the conditions specified in Article VII.A of the Plan have been satisfied or waived. Upon occurrence of the Effective Date, the Debtors will file and post on the Notice and Claims Agent Website a notice of confirmation and occurrence of the Effective Date. You will not receive further notice of the occurrence of the Effective Date and should monitor the Notice and Claims Agent website—available at <http://dm.epiq11.com/Friendlys>—for such notice.

2. Means of Implementation and Execution of the Plan

Article III of the Plan sets forth the means by which the Plan shall be implemented and executed, including the distribution, the dissolution of the Debtors and objections to and allowance of Claims for purposes of the distribution.

3. Liquidating Trust

Pursuant to Article III of the Plan and the Liquidating Trust Agreement, on the Effective Date, a Liquidating Trust shall be established and a Liquidating Trustee appointed. The primary purpose of the Liquidating Trust is the administering and liquidating the Liquidating Trust Assets to Holders of Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims, with no objective to continue or engage in the conduct of a trade or business. The secondary objectives of the Liquidating Trust are: (a) resolving all Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors and Disputed Class 7 PBGC General Unsecured Claims, (b) pursuing or otherwise litigating any Causes of Action (other than those released in the Plan or pursuant to any prior settlement approved by the Bankruptcy Court), and (c) making all distributions to the Beneficiaries provided for under the Plan and pursuant to the Liquidating Trust Agreement. The Liquidating Trust Assets will automatically vest in the Liquidating Trust free and clear of all Liens, claims, encumbrances, and other interests on the Effective Date.

4. Establishment of Senior Claims Reserve for Payment of Senior Claims

Article III of the Plan provides that, on the Effective Date, the Liquidating Trust shall establish and fund the Senior Claims Reserve with Cash in an amount (a) acceptable to the Debtors and the Committee, or (b) approved by the Bankruptcy Court. The Senior Claims Reserve shall be maintained in trust for Holders of Allowed Priority Tax Claims, Allowed Class 1 Other Priority Tax Claims, and Allowed Class 1 Other Secured Claims not yet Allowed as of the Effective Date or as part of the distributions provided for in Article IV.A of the Plan. Each such Claim shall be paid in full in Cash from funds held in the Senior Claims Reserve as soon as practicable after the date on which such Claim becomes an Allowed Claims. Such Claims shall be paid first from amounts in the Senior Claims Reserve and then from the other Liquidating Trust Assets only if no funds remain in the Senior Claims Reserve. When all such Claims have been paid in full, amounts remaining in the Senior Claims Reserve, if any, shall return to the other Liquidating Trust Assets and may be used by the Liquidating Trustee for the benefit of Holders of Allowed Class 5 General Unsecured Claims against the Amicus Debtors and Allowed Class 7 PBGC General Unsecured Claims, in accordance with the Liquidating Trust Agreement.

5. Cancellation of Securities and Agreements

Under Article III of the Plan, on the Effective Date, except as otherwise specifically provided for in the Plan: (1) the remaining obligations of the Debtors, if any, under the 8.375% Note Indenture, and any other certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Debtors shall not have any continuing obligations thereunder and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of the 8.375% Senior Subordinated Notes Claims to receive distributions under the Plan as provided in the Plan, (b) allowing the 8.375% Note Indenture Trustee, to make distributions under the Plan as provided in the Plan, or any other distribution under the 8.375% Note Indenture, and in accordance with any payment priorities established under the 8.375% Note Indenture and to deduct therefrom such unpaid compensation, reasonable fees, and expenses due thereunder or incurred in making such distributions and (c) allowing the 8.375% Note Indenture Trustee to seek compensation and/or reimbursement of reasonable fees and expenses in accordance with the terms of the 8.375% Note Indenture and the Plan, including, without limitation, through the exercise of its charging lien; provided further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Debtors, except to the extent set forth in or provided for under the Plan. On and after the Effective Date, all duties and responsibilities of the 8.375% Note Indenture Trustee under the 8.375% Note Indenture shall be discharged except to the extent required in order to effectuate the Plan.

6. Limited Substantive Consolidation

Pursuant to Article III of the Plan, the Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating all of the Estates into a single consolidated Estate for all purposes associated with Confirmation and Consummation. If such limited substantive consolidation is ordered, then on and after the Effective Date all assets of liabilities of the Debtors shall be treated as though they were merged into a single consolidated Estate for all purposes associated with Confirmation and Consummation, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guaranty thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be treated as one collective obligation of the Debtors. If the Bankruptcy Court does not order limited substantive consolidation of the Debtors, nothing in the Plan or Disclosure Statement shall be deemed an admission that one of the Debtors is subject to or liable for any Claim against any other Debtor, and Article III specifies those rights reserved by the Debtors to administer their Estate separately.

7. Dismissal of Freeze Debtors

Article III of the Plan provides that the Plan shall serve as a motion by the Debtors seeking, in the alternative to Confirmation and Consummation of the Plan with respect to the Freeze Debtors, entry of an order dismissing one or more of the Chapter 11 Cases of the Freeze Debtors. To the extent that Confirmation or Consummation does not occur with respect to the Chapter 11 Cases of any of the Freeze Debtors, on the Effective Date, the Chapter 11 Cases of such Freeze Debtors shall be dismissed without prejudice. Such dismissal shall have no effect on the force and effect of the Plan in the Chapter 11 Cases of any of the other Debtors.

8. Administrative Claims Bar Date

Article III of the Plan provides that, unless previously filed, requests for payment of Administrative Claims must be filed and served pursuant to the procedures specified in the Confirmation Order and prior to the Administrative Claims Bar Date. Holders of Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Remaining Administrative Claims against the Debtors, their Estates, the Purchaser, the Liquidating Trust and the Liquidating Trust Assets, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be filed by the Debtors and served on the requesting party by the later of (x) 180 days after the Effective Date and (y) 180 days after the filing of the applicable request for payment of such Administrative Claims.

9. Executory Contracts and Unexpired Leases

Article III of the Plan specifies that, subject to the provisions of the Plan, each of the Debtors' Executory Contracts or Unexpired Leases shall be deemed automatically rejected in accordance with sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (a) has previously been assumed by the Debtors by Final Order of the Bankruptcy Court; (b) is a Designated Contract; or (c) is the subject of a motion to assume or reject pending as of the Effective Date.

Unless otherwise provided by an order of the Bankruptcy Court, and notwithstanding anything to the contrary provided in the Plan, all Proofs of Claim arising from the rejection of any of the Debtors' Executory Contracts or Unexpired Leases must be filed by Holders of such Claims with the Notice and Claims Agent by the later of: (a) 30 days after the entry of an order of the Bankruptcy Court approving any such rejection; (b) 30 days after the Effective Date; and (c) the Claims Bar Date applicable to such Claim. Any Holder of a Claim arising from the rejection of an Executory Contract or Unexpired Lease that does not timely file such Proof of Claim will be forever barred, estopped, and enjoined from asserting such Claim against the Debtors, their Estates and property or the Liquidating Trust, unless otherwise ordered by the Bankruptcy Court and may not participate in any distribution in the Chapter 11 Cases on account of such Claim, and such Claim will be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article VI.E of the Plan.

E. PROVISIONS GOVERNING DISTRIBUTIONS

1. Powers of and Distributions by Debtors

Pursuant to Article IV.A of the Plan, on the Effective Date or as soon thereafter as reasonably practicable, the Debtors shall make those distributions provided for under the Plan (except those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement). The Debtors shall be empowered to, as applicable: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform their duties under the Plan; (b) make all distributions contemplated under the Plan (except those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement); (c) establish and maintain an escrow or reserve, in each case in an amount reasonably acceptable to the Committee or as ordered by the Bankruptcy Court, to satisfy such distributions; (d) employ one or more agents or personnel, on terms and conditions reasonably acceptable to the Committee, to assist with respect to such distributions without further order from the Bankruptcy Court; and (e) take such other actions as may be deemed by the Debtors, in consultation with the Committee, to be necessary and proper to implement the provisions of the Plan., including, but not limited to litigating, settling and otherwise pursuing Causes of Action (solely as provided for in Article III.D of the Plan) and objections to Claims (except Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims).

2. Powers of and Distributions by Liquidating Trustee

Pursuant to Article IV.B of the Plan, all distributions to Holders of Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims under the Plan and all distributions to Holders of any Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, and Disputed Class 2 Other Secured Claims shall be made by the Liquidating Trustee. The Liquidating Trustee shall be empowered to, as applicable: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated under the Plan; (c) employ professionals or personnel to assist it with respect to such distributions without further order from the Bankruptcy Court and (d) exercise such other powers as may be vested in the Liquidating Trustee by order of the Bankruptcy Court, pursuant to the Plan or Liquidating Trust Agreement, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions of the Plan, including, but not limited to litigating, settling and otherwise pursuing Causes of Action and objections to Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims.

3. Minimum Distributions

Under Article IV of the Plan, neither the Debtors nor the Liquidating Trust, as applicable, shall be required to make distributions or payments of less than \$25.00.

4. Additional Provisions Governing Distributions

Article IV of the Plan also contains provisions governing: (a) distributions on account of Claims Allowed after the Effective Date; (b) delivery of distributions and undeliverable or unclaimed distributions; (c) compliance with tax requirements and allocations; (d) Claims paid or payable by third persons; and (e) allocation between principal and accrued interest.

F. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

1. Distribution Process

Article V of the Plan specifies that the Liquidating Trustee: (i) will make no distributions on account of any Disputed Claim until such Claim becomes Allowed; (ii) may, in its reasonable business judgment, object to Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims and prosecute, settle, compromise, withdraw, or resolve such objections; (iii) may settle or compromise any Disputed Priority Tax Claim, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claim against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claim without further notice to or action, order, or approval of the Bankruptcy Court; and (iv) may request that the Bankruptcy Court estimate any Disputed Claim pursuant to applicable law. Article V of the Plan also provides that, until the Effective Date, the Debtors may object to Claims (except Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims) and prosecute, settle, compromise, withdraw, or resolve such objections (subject to consultation with the Committee or the Liquidating Trustee, as applicable, as provided in Articles II.A.2, II.A.5, II.B.1, and II.B.2 of the Plan) without any further notice to or action, order, or approval of the Bankruptcy Court or any other party (subject to consultation with the Committee or the Liquidating Trustee, as applicable, provided in Articles II.A.2, II.A.5, II.B.1, and II.B.2 of the Plan). Pursuant to Article V of the Plan, any Claim that has been paid, satisfied or superseded may be expunged from the Claims Register by the Notice and Claims Agent, Debtors or the Liquidating Trustee, and any Claim that has been amended may be adjusted on the Claims Register by the Notice and Claims Agent, Debtors or the Liquidating Trustee.

2. Deadlines

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date, which shall be 180 days after the Effective Date or such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court or the relevant parties for objecting to such Claims or as extended by appropriate further order of the Bankruptcy Court.

3. Disallowance of Claims

Except as otherwise agreed by the Debtors, with the consent of the Committee (which consent shall not be unreasonably withheld), or the Liquidating Trustee, as applicable, any and all Proofs of Claim filed after the applicable Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim is deemed timely Filed by a Final Order of the Bankruptcy Court.

4. Amendments to Claims

On or after the Effective Date, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, with the consent of the Committee (which consent shall not be unreasonably withheld), or the Liquidating Trustee, and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

G. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

ARTICLE VI OF THE PLAN GOVERNS: (I) THE COMPROMISE AND SETTLEMENT OF CLAIMS, EQUITY INTERESTS, AND CONTROVERSIES; (II) THE RELEASE AND LIMITATION OF LIABILITY OF THE DEBTORS AND CERTAIN THIRD PARTIES; AND (III) THE EXCULPATION OF CERTAIN PARTIES. ARTICLE VI ALSO PROVIDES FOR A PERMANENT INJUNCTION REGARDING THESE PROVISIONS. PLEASE REVIEW ARTICLE VI AND THE PROVISIONS THEREIN CAREFULLY.

H. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Article VII of the Plan sets forth the conditions that must occur prior to the Confirmation of the Plan and the occurrence of the Effective Date. This Article also describes the ability to waive such conditions, as well as the effect of non-occurrence of the conditions to the Effective Date. If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or this Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

I. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

Article VIII of the Plan provides that after the entry of the Confirmation Order but prior to the Effective Date, the Debtors may, upon order of the Bankruptcy Court, amend or modify the Plan in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or modify any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided that the Debtors will so amend and modify the Plan or remedy any defect or omission or reconcile any inconsistency in the Plan only with either (1) the reasonable consent of the Committee or (2) in the event of a dispute between the Debtors and the Committee, an order of the Bankruptcy Court overruling any objection of the Committee to such amendment, modification, remedy or reconciliation.

Article VIII of the Plan further provides that, after the Effective Date, the Liquidating Trustee may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. Finally, Article VIII provides that the Debtors reserve the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to File subsequent chapter 11 plans.

J. RETENTION OF JURISDICTION

Article IX of the Plan specifies that, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of or related to the Chapter 11 Cases and the Plan.

K. MISCELLANEOUS PROVISIONS

Article X of the Plan contains several miscellaneous provisions, including that (i) the Plan will be immediately binding upon the occurrence of the Effective Date; (ii) the Debtors' will pay statutory fees pursuant to 28 U.S.C. § 1930 (including, without limitation, the U.S. Trustee Fees); (iii) the Committee will be dissolved; (iv) the fees and expenses of the Committee and the 8.375% Senior Subordinated Notes Indenture Trustee will be paid as set forth in the Plan; (v) certain parties' rights will be reserved; (vi) the Plan or the Confirmation Order shall be binding on any successors or assigns; and (vii) all injunctions and stays shall remain in full force and effect until the Effective Date.

IV. FEASIBILITY

The Bankruptcy Code requires that, in order to confirm a plan, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor(s) unless contemplated by the plan. The Plan provides for the liquidation and distribution of the Debtors' assets. Accordingly, the Debtors believe that all Plan obligations will be satisfied without the need for further reorganization of the Debtors.

V. BEST INTERESTS OF CREDITORS AND PLAN ALTERNATIVES

A. CHAPTER 7 LIQUIDATION

Notwithstanding acceptance of the Plan by a voting Impaired Class, in order to confirm the Plan, the Bankruptcy Court must still independently determine that the Plan is in the best interests of each Holder of a Claim or Equity Interest in any such Impaired Class which has not voted to accept the Plan, meaning that the Plan provides each such Holder with a recovery that has a value at least equal to the value of the recovery that each such Holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Accordingly, if an Impaired Class does not vote unanimously to accept the Plan, the best interests test requires the Bankruptcy Court to find that the Plan provides to each member of such Impaired Class a recovery on account of the Class member's Claim or Equity Interest that has a value, as of the Effective Date, at least equal to the value of the recovery that each such Class member would receive if the Debtors were liquidated under chapter 7.

The Debtors believe that the Plan satisfies the best interests test because, among other things, the recoveries expected to be available to Holders of Allowed Claims under the Plan will be greater than the recoveries expected to be available in a chapter 7 liquidation.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets and to make distributions to creditors in accordance with the priorities established in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of their collateral. If any assets remain in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses are next to be paid. Unsecured creditors are paid from any remaining sale proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, equity interest holders receive the balance that remains, if any, after all creditors are paid.

Substantially all of the Debtors' assets have already been liquidated through the Sale consummated by the Debtors pursuant to the Sale Order. Although the Plan effects a liquidation of the Debtors' Remaining Assets and a chapter 7 liquidation would achieve the same goal, the Debtors believe that the Plan provides a greater recovery to Holders of Allowed Unsecured Claims than would a chapter 7 liquidation. Liquidating the Debtors' Estates under the Plan likely provides Holders of Allowed Unsecured Claims with a more timely, larger recovery because of the fees and expenses which would be incurred in a chapter 7 liquidation, including the potential added time and expense incurred by the trustee and any retained professionals in familiarizing themselves with the Cases.

Accordingly, the Debtors believe that the Plan is in the best interests of creditors.

B. CONTINUATION OF THE BANKRUPTCY CASE

The Debtors are not a going concern and thus there is no benefit to the Cases remaining in chapter 11.

C. ALTERNATIVE PLAN(S)

The Debtors do not believe that there are any alternative plans for the reorganization or liquidation of the Debtors' Estates. The Debtors believe that the Plan, as described herein, enables Holders of Claims and Equity Interests to realize the greatest possible value under the circumstances and that, compared to any alternative plan, the Plan has the greatest chance to be confirmed and consummated.

VI. RISK FACTORS

THE IMPLEMENTATION OF THE PLAN IS SUBJECT TO A NUMBER OF RISKS, INCLUDING THOSE ENUMERATED BELOW. PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS THAT ARE IMPAIRED AND ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT AND OTHER DOCUMENTS DELIVERED TOGETHER HERewith AND/OR INCORPORATED BY REFERENCE HEREIN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION, OR ALTERNATIVES TO THE PLAN.

A. CERTAIN BANKRUPTCY CONSIDERATIONS

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of votes of Holders of Claims in such Impaired Classes.

1. Failure to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to pursue another strategy to wind-down the Estates, such as an alternative chapter 11 plan, a dismissal of the Chapter 11 Cases and out-of-court dissolution, an assignment for the benefit of creditors, a conversion to a chapter 7 plan or other strategies. There can be no assurance that the terms of any such alternative strategies would be similar or as favorable as those proposed in the Plan.

2. Parties in Interest May Object to the Debtors' Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification scheme under the Plan complies with the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. Debtors May Not Be Able to Secure Confirmation of the Plan, or Confirmation May Be Delayed

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that that Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures and the voting results are appropriate, the Bankruptcy Court can still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Article VII of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims will receive with respect to their Allowed Claims.

4. Nonconsensual Confirmation—Cramdown

In the event that any impaired class of claims or equity interests does not accept (by voting to reject or being deemed to reject) a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class has accepted the plan (without including the votes of insiders), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Although the Debtors believe that the Plan will meet such tests, the Debtors cannot be certain that the Bankruptcy Court would reach the same conclusion.

5. Parties May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan and DIP Credit Agreement, parties reserve the right to object to the amount or classification of any Claim under the Plan. The estimates contained in the Plan and this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection or is not yet Allowed. Any Holder of a Claim that is subject to an objection may not receive its expected share of the estimated distributions described in the Plan and this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

7. Risk Affecting Potential Recoveries of Holders of Claims in the Voting Class

The Debtors cannot state with any degree of certainty what recovery will be available to Holders of Claims in the voting Classes. Three unknown factors make certainty impossible. First, the Debtors cannot know, at this time, how much money will remain after paying all Allowed Claims which are senior to the Claims of Holders in the voting Classes. Second, the Debtors cannot know with any certainty, at this time, the number or size of Claims in the voting Classes which will ultimately be Allowed. Third, the Debtors cannot know with certainty, at this time, the number or size of Claims in Classes senior to the voting Classes, or Claims that are unclassified, which will ultimately be Allowed.

B. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT

1. The financial information contained in this Disclosure Statement has not been audited.

In preparing this Disclosure Statement, the Debtors and their advisors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant that the financial information contained herein is without inaccuracies.

2. Information Contained Herein is for Soliciting Votes

The information contained in this Disclosure Statement is for the purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. This Disclosure Statement Was Not Reviewed or Approved by the United States Securities and Exchange Commission

This Disclosure Statement was not filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 and Securities and Exchange Commission Rules or applicable state securities laws. Neither the Securities and Exchange Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

4. This Disclosure Statement May Contain Forward Looking Statements

This Disclosure Statement may contain “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as “anticipate,” “continue,” “estimate,” “expect,” “may” or “project,” or the negative thereof or other variations thereon or comparable terminology. You are cautioned that all forward looking statements are necessarily speculative and that there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The information contained herein is an estimate only, based upon information currently available to the debtors.

5. No Legal or Tax Advice is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. No Admissions Made

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Equity Interests or any other parties in interest.

7. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Liquidating Trustee may seek to investigate, file and prosecute Claims and Equity Interests and may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies such Claims or objections to such Claims.

8. No Waiver of Right to Object or Right to Recovery Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Liquidating Trust (or any party in interest, as the case may be) to object to that Holder's Allowed Claim or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified herein.

9. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Professionals

The Professionals retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although Professionals retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained herein.

10. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure that accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Outside this Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, the counsel to the Committee and the U.S. Trustee.

C. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If the Plan is not confirmed, the alternatives include (i) continuation of the Chapter 11 Cases and formulation of an alternative chapter 11 plan or plans or (ii) liquidation of the Debtors under chapter 7 of the Bankruptcy Code. A discussion of these alternatives is set forth in Article V herein, "Best Interests of creditors and Plan Alternatives."

VII. TAX CONSEQUENCES OF THE PLAN

THE DEBTORS HAVE NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE OR AN OPINION OF COUNSEL WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE TAX CONSEQUENCES OF THE PLAN. EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS URGED TO CONSULT ITS OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

VIII. CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all Holders of Claims and urge all Holders of Claims entitled to vote to accept the Plan and to evidence such acceptance by returning their Ballots so they will be received by the Notice and Claims Agent no later than [____], 2012 at 4:00 p.m., prevailing Eastern Time.

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Dated: March 16, 2012

Respectfully submitted,

AMICUS WIND DOWN CORPORATION

By: _____

Name:

Title:

FREEZE, LLC

By: _____

Name:

Title:

EXHIBIT A

**Debtors' Plan of Liquidation Pursuant to
Chapter 11 of the Bankruptcy Code**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
AMICUS WIND DOWN CORPORATION, <i>et al.</i> ,)	
)	Case No. 11-13167 (KG)
Debtors.)	
)	Jointly Administered
In re:)	Chapter 11
)	
FREEZE, LLC, <i>et al.</i> , ¹)	Case No. 11-13303 (KG)
)	
Debtors.)	Jointly Administered
)	

DEBTORS' PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

James A. Stempel (admitted *pro hac vice*)
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Dated: March 16, 2012

**THIS CHAPTER 11 PLAN IS BEING SUBMITTED FOR APPROVAL BY THE BANKRUPTCY COURT.
THIS CHAPTER 11 PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.
ACCORDINGLY, THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE
CHAPTER 11 PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A
DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Amicus Wind Down Corporation, f/k/a Friendly Ice Cream Corporation (3130); Amicus Restaurants Franchise Wind Down, LLC, f/k/a Friendly's Restaurants Franchise, LLC (3693); Amicus Realty I Wind Down, LLC, f/k/a Friendly's Realty I, LLC (2580); Amicus Realty II Wind Down, LLC, f/k/a Friendly's Realty II, LLC (2581); Amicus Realty III Wind Down, LLC, f/k/a Friendly's Realty III, LLC (2583); Freeze, LLC (9643); Freeze Group Holding Corp. (3232); Freeze Holdings, LP (3099); and Freeze Operations Holding Corp. (5239). The location of the Debtors' corporate headquarters is 1855 Boston Road, Wilbraham, Massachusetts 01095. The Debtors' services addresses are: 1855 Boston Road, Wilbraham, Massachusetts 01095 and 5200 Town Center Circle, Suite 600, Boca Raton, Florida 33486.

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**ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME, AND GOVERNING LAW**

A. Defined Terms

As used in this Plan, capitalized terms have the meanings set forth below.

1. “8.375% Senior Subordinated Notes” means the 8.375% Senior Subordinated Notes due June 15, 2012, issued by Friendly Ice Cream Corporation and guaranteed by Friendly’s Restaurants Franchise, LLC pursuant to the 8.375% Note Indenture.

2. “8.375% Senior Subordinated Notes Claim” means any Claim derived from or based upon the 8.375% Note Indenture; provided that 8.375% Senior Subordinated Notes Claims shall not include Section 510(b) Claims.

3. “8.375% Note Indenture” means that certain indenture, dated as of March 8, 2004 (as supplemented by the First Supplemental Indenture, dated August 8, 2007), among Friendly Ice Cream Corporation, as issuer, Friendly’s Restaurants Franchise, LLC, as guarantor, and The Bank of New York, as indenture trustee, as the same may have been amended from time to time.

4. “8.375% Senior Subordinated Notes Indenture Trustee” means The Bank of New York, in its capacity as indenture trustee for the 8.375% Senior Subordinated Notes.

5. “Accrued Professional Compensation Claims” means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional through and including the Effective Date, to the extent such fees and expenses have not been previously paid pursuant to the Interim Compensation Order or any other order of the Bankruptcy Court and regardless of whether a fee application has been Filed for such fees and expenses. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

6. “Administrative Claim” means a Claim for costs and expenses of administration of the Debtors’ Estates pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the applicable Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, including but not limited to the U.S. Trustee Fees; (d) all Allowed reimbursable expenses of Committee Members; (e) Allowed Claims under section 503(b)(9) of the Bankruptcy Code; and (f) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

7. “Administrative Claims Bar Date” means February 13, 2012, at 5:00 p.m., prevailing Eastern Time, for all Administrative Claims arising on or before December 31, 2011, and 45 days after the Effective Date for all Administrative Claims arising after December 31, 2011.

8. “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

9. “Allowed” means with respect to Claims: (a) any Claim proof of which is timely Filed by the Claims Bar Date (or for which Claim under this Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court a Proof of Claim is or shall not be required to be Filed); (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim allowed pursuant to a Final Order of the Bankruptcy Court; provided that, with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance of such Claim has been interposed or such an objection is so interposed and the Claim

shall have been Allowed for voting purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

10. “*Amicus Debtors*” means, collectively: Amicus Wind Down Corporation, f/k/a Friendly Ice Cream Corporation; Amicus Restaurants Franchise Wind Down, LLC, f/k/a Friendly’s Restaurants Franchise, LLC; Amicus Realty I Wind Down, LLC, f/k/a Friendly’s Realty I, LLC; Amicus Realty II Wind Down, LLC, f/k/a Friendly’s Realty II, LLC; Amicus Realty III Wind Down, LLC, f/k/a Friendly’s Realty III, LLC.

11. “*Asset Purchase Agreement*” means that certain Second Amended and Restated Asset Purchase Agreement, dated as of December 28, 2011, by and among Sundae Group Holdings II, LLC, Friendly Ice Cream Corporation, and each of its subsidiaries.

12. “*Assigned Contracts*” means those Executory Contracts and Unexpired Leases assumed by the Debtors and assigned to the Purchaser pursuant to the Asset Purchase Agreement.

13. “*Assumed Administrative Claims*” means those Administrative Claims payable by the Purchaser pursuant to the Asset Purchase Agreement as Assumed Liabilities.

14. “*Assumed Liabilities*” has the meaning set forth in the Asset Purchase Agreement.

15. “*Ballot*” means the form distributed to Holders of Impaired Claims entitled to vote on this Plan on which such Holders may indicate the acceptance or rejection of this Plan.

16. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. § § 101–1532, as may be amended from time to time.

17. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to § 151 of title 28 of the United States Code, the United States District Court for the District of Delaware.

18. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court.

19. “*Beneficiaries*” means the Holders of: (a) all Allowed Class 5 General Unsecured Claims against the Amicus Debtors and Allowed Class 7 PBGC General Unsecured Claims; and (b) all Allowed Priority Tax Claims, Allowed Class 1 Other Priority Claims, and Allowed Class 2 Other Secured Claims not yet Allowed as of the Effective Date and not paid prior to the Effective Date or as part of the distributions provided for in Article IV.A hereof.

20. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

21. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

22. “*Causes of Action*” means any Claim, cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, which was not

conveyed to the Purchaser in connection with the Sale and which was property of the Debtors or in which the Debtors held rights as of the Effective Date.

23. “*Chapter 11 Cases*” means, with respect to the Amicus Debtors, the jointly administered chapter 11 cases before the Bankruptcy Court styled, *In re Amicus Wind Down Corporation*, No. 11-13167 (KG) and, with respect to the Freeze Debtors, the jointly administered chapter 11 cases styled, *In re Freeze, LLC*, No. 11-13303 (KG).

24. “*Claim*” has the meaning set forth in section 101(5) of the Bankruptcy Code.

25. “*Claims Bar Date*” means, as applicable, (a) the General Claims Bar Date, (b) the Government Claims Bar Date, (c) the Administrative Claims Bar Date; or (d) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for filing such Claims.

26. “*Claims Objection Bar Date*” means 180 days after the Effective Date or such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court or the relevant parties for objecting to such Claims or as extended by appropriate further order of the Bankruptcy Court.

27. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

28. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article II.B hereof pursuant to section 1122(a) of the Bankruptcy Code.

29. “*Committee*” means the official committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Cases on October 12, 2011, pursuant to section 1102 of the Bankruptcy Code.

30. “*Committee Members*” means the members of the Committee, namely: (a) FM Facility Maintenance; (b) the 8.375% Senior Subordinated Notes Indenture Trustee; (c) Pension Benefit Guarantee Corporation; (d) GGP Limited Partnership; (e) KSL Media, Inc.; (f) The Coca-Cola Company; and (g) Realty Income Corporation.

31. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

33. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code.

34. “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

35. “*Consummation*” means the occurrence of the Effective Date.

36. “*Debtor Release*” means the release provisions in Article VI.B hereof.

37. “*Debtor Releasee*” means, collectively, (a) all current and former officers, directors, employees, and shareholders of the Debtors, as well as their subsidiaries and affiliates, including Sun Capital; (b) the Committee; (c) all Committee Members; (d) the Purchaser; (e) the DIP Agent, the DIP Lenders and all participants in the DIP Claims and the DIP Credit Agreement, and (f) all attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, and affiliates of the Debtors (including, without limitation, Sun Capital), the Committee, all Committee Members, the Purchaser and their respective subsidiaries, and each of their respective predecessors and successors in interest, and all of their respective current and former members (including *ex officio* members), officers, directors, employees, partners, attorneys, financial advisors, accountants,

managed funds, investment bankers, investment advisors, actuaries, professionals and affiliates, each in their respective capacities as such.

38. “*Debtors*” means, collectively, the Amicus Debtors and the Freeze Debtors.
39. “*Designated Contract*” means an Executory Contract or Unexpired Lease listed as a “Designation Rights Contract” (as defined in the Asset Purchase Agreement) pursuant to the Sale Order.
40. “*DIP Claims*” means any Claim arising under or related to the DIP Credit Agreement.
41. “*DIP Credit Agreement*” means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated October 6, 2011, by and among Debtors, the lenders from time to time party thereto, and Purchaser, as amended, modified or restated.
42. “*DIP Order*” means the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, and (IV) Granting Liens and Superpriority Claims on a Permanent Basis Pursuant to Bankruptcy Rules 4001(B) and 4001(C)* [Docket No. 282], entered by the Bankruptcy Court on November 2, 2011.
43. “*Disclosure Statement*” means the disclosure statement for this Plan, as may be amended, modified, or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to this Plan, prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules, and any other applicable law.
44. “*Disputed*” means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not Allowed.
45. “*Effective Date*” means the first Business Day upon which all of the conditions specified in Article VII.A hereof have been satisfied or waived. “Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.
46. “*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.
47. “*Equity Interest*” means any equity interest in any of the Debtors that existed immediately prior to the Petition Date.
48. “*Estate*” means, as to each Debtor, the estate created for the Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.
49. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Debtor Releasees; (c) the Secured Credit Agreement Agent; (d) the Secured Promissory Noteholder; (e) the 8.375% Senior Subordinated Notes Indenture Trustee; and (f) all of the current and former members (including *ex officio* members), officers, directors, employees, partners, attorneys, financial advisors, accountants, managed funds, investment bankers, investment advisors, actuaries, professionals, agents, affiliates and representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such).
50. “*Exculpation*” means the exculpation provision set forth in Article VI.D hereof.
51. “*Executory Contract*” means a contract entered into prior to the Petition Date to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

52. “File,” “Filed,” or “Filing” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or proof of Equity Interest, the Notice and Claims Agent.

53. “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

54. “Freeze Debtors” means, collectively: Freeze, LLC; Freeze Group Holding Corp.; Freeze Holdings, LP; and Freeze Operations Holding Corp.

55. “General Claims Bar Date” means February 13, 2012, at 5:00 p.m., prevailing Eastern Time.

56. “General Unsecured Claim” means any unsecured Claim against any Debtor that is not a Priority Tax Claim, Administrative Claim, Accrued Professional Compensation Claim, Other Priority Claim, PBGC General Unsecured Claim, Section 510(b) Claim, or Intercompany Claim.

57. “Government Claims Bar Date” means April 2, 2012, at 5:00 p.m., prevailing Eastern Time.

58. “Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

59. “Holder” means any Entity holding a Claim or an Equity Interest.

60. “Impaired” means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is not Unimpaired.

61. “Intercompany Claim” means any Claim held by a Debtor against another Debtor.

62. “Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members* [Docket No. 212].

63. “Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

64. “Liquidating Trust” means that certain trust established pursuant to the Liquidating Trust Agreement, as described in Article III.B, that will succeed to all of the assets of the Debtors’ Estates, subject to the terms of this Plan, as of the Effective Date.

65. “Liquidating Trust Agreement” means that certain agreement, in form and substance acceptable to the Debtors and Committee, setting forth the terms and conditions governing the Liquidating Trust, which shall be filed with the Bankruptcy Court no later than ten (10) days prior to the deadline to file objections to this Plan.

66. “Liquidating Trust Assets” means, on the Effective Date, all assets of the Estates vested in the Liquidating Trust and, thereafter, all assets held from time to time by the Liquidating Trust, including, without limitation, the \$2.75 million in Cash paid by the Secured Promissory Noteholder to the Estates in connection with the Settlement or any balance or residue thereof, taking into account distributions or reserves provided for under this Plan (except those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement), as the case may be. For the avoidance of doubt, the Liquidating Trust Assets shall include the Senior Claims Reserve.

67. “*Liquidating Trustee*” means the person appointed by the Committee, with the consent of the Debtors, which consent shall not be unreasonably withheld, to administer the Liquidating Trust, as may be succeeded from time to time in accordance with the Liquidating Trust Agreement. For the avoidance of doubt, all costs, liabilities, and expenses reasonably incurred by the Liquidating Trustee, and any personnel employed by the Liquidating Trustee in the performance of the Liquidating Trustee’s duties, shall be paid by the Liquidating Trust.

68. “*Notice and Claims Agent*” means Epiq Systems, Inc., in its capacity as notice and claims agent for the Debtors.

69. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

70. “*Other Secured Claim*” means any secured Claim, other than (a) a DIP Claim; (b) a Secured Credit Agreement Claim; or (c) Secured Promissory Note Claim.

71. “*PBGC*” means the Pension Benefit Guaranty Corporation.

72. “*PBGC General Unsecured Claim*” means any Claim by the PBGC against any Debtor (regardless of whether such Claim is held by the PBGC or is transferred to any third party), on account of or related to the Debtors’ defined-benefit pension plan (including termination thereof) or otherwise.

73. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

74. “*Petition Date*” means, with respect to the Amicus Debtors, October 5, 2011, and with respect to the Freeze Debtors, October 14, 2011, in both cases, the respective date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

75. “*Plan*” means this *Debtors’ Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, including all exhibits hereto, as may be amended, modified, or supplemented from time to time, in consultation with the Committee.

76. “*Priority Tax Claim*” means the Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

77. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under this Plan.

78. “*Professional*” means an Entity: (a) retained in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code; excluding those Entities entitled to compensation for services rendered after the Petition Date in the ordinary course of business pursuant to a Final Order granting such relief.

79. “*Professional Fee Escrow Account*” means an interest-bearing account to hold and maintain an amount of Cash equal to the amount designated to pay Professional fees and expenses provided by the Wind-Down Budget funded by the Debtors or the Purchaser on the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

80. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

81. “Purchaser” means Friendly’s Ice Cream, LLC (f/k/a Sundae Group Holdings II, LLC) and any subsidiary designated by Friendly’s Ice Cream, LLC in accordance with the Asset Purchase Agreement.

82. “Releasing Parties” means, collectively, the Purchaser, the DIP Agent, the DIP Lenders, the Secured Credit Agreement Agent, the Secured Credit Agreement Lenders, the Secured Promissory Noteholder, the 8.375% Senior Subordinated Notes Indenture Trustee, the Committee, the Committee Members (in their respective capacities as such), and all Holders of Claims or Equity Interests, except Holders of any Claims or Equity Interests (a) who vote to reject this Plan or (b) who are in a Class that is deemed to reject this Plan; provided, however that the Secured Promissory Noteholder shall be deemed to be a Releasing Party despite being deemed to reject this Plan.

83. “Remaining Administrative Claim” means any Administrative Claim that is not an Assumed Administrative Claim, which shall consist solely of Accrued Professional Compensation Claims.

84. “Sale” means the sale of substantially all of the Debtors’ assets pursuant to the Sale Order.

85. “Sale Order” means the Order (I) Approving The Asset Purchase Agreement; (II) Authorizing the Sale of All or Substantially All of the Assets of the Debtors Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Relating Thereto; and (IV) Granting Related Relief [Docket No. 592], entered by the Bankruptcy Court on December 29, 2011.

86. “Sale Proceeds” means all Cash proceeds from the Sale.

87. “Schedules” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

88. “Section 510(b) Claims” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

89. “Secured” means when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to this Plan as a Secured Claim.

90. “Secured Credit Agreement” means that certain Second Amended and Restated Credit Agreement dated as of June 5, 2008, by and between Friendly Ice Cream Corporation, as borrower; certain Affiliates, as guarantors; Wells Fargo Capital Finance, Inc., as Agent; and the lenders party thereto, and as may have been amended from time to time.

91. “Secured Credit Agreement Agent” means Wells Fargo Capital Finance, Inc. (f/k/a Wells Fargo Foothill, Inc.), in its capacity as agent under the Secured Credit Agreement.

92. “Secured Credit Agreement Claim” means any Claim derived from or based upon the Secured Credit Agreement.

93. “Secured Credit Agreement Lenders” means those lenders party to the Secured Credit Agreement from time to time.

94. *"Secured Credit Agreement Proceeds"* means Sale Proceeds equal to the total amount of all Secured Credit Agreement Claims.

95. *"Secured Promissory Note"* means that certain Subordinated Secured Promissory Note, dated as of January 11, 2008 (as amended, supplemented, or otherwise modified from time to time) made by Friendly Ice Cream Corporation in favor of Sundae Group Holdings I, LLC.

96. *"Secured Promissory Note Claim"* means any Claim derived from or based upon the Secured Promissory Note.

97. *"Secured Promissory Noteholder"* means Sundae Group Holdings I, LLC and any permitted successors or assigns.

98. *"Secured Tax Claims"* means any Secured Claim against any Debtor that, absent its Secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

99. *"Senior Claims Reserve"* means an interest-bearing account, held and maintained by the Liquidating Trust, containing Cash in an amount (a) acceptable to the Debtors and the Committee, or (b) approved by the Bankruptcy Court, solely for the purpose of paying all Allowed Priority Tax Claims, Allowed Class 1 Other Priority Claims, and Allowed Class 2 Other Secured Claims not yet Allowed as of the Effective Date and not paid prior to the Effective Date or as part of the distributions provided for in Article IV.A hereof.

100. *"Settlement"* means that settlement by and among the Debtors, the Committee, Pension Benefit Guaranty Corporation, Sundae Group Holdings I, LLC, Sundae Group Holdings II, LLC, and certain other affiliates of Sun Capital, as evidenced by "Exhibit D" to the Sale Order.

101. *"Sun Capital"* means Sun Capital Partners, Inc., and any Entities affiliated with Sun Capital Partners, Inc.

102. *"Third Party Release"* means the release provisions set forth in Article VI.C hereof.

103. *"Third Party Releasees"* means, collectively, the DIP Agent, the DIP Lenders and all participants in the DIP Claims and the DIP Credit Agreement, Sun Capital, the Secured Credit Agreement Agent, the Secured Credit Agreement Lenders, the Secured Promissory Noteholder, the Committee Members, and the 8.375% Senior Subordinated Notes Indenture Trustee, each in their capacities as such; provided, however, that any Holder of a Claim who votes to reject this Plan shall not be a Third Party Releasee.

104. *"U.S. Trustee"* means the United States Trustee for the District of Delaware.

105. *"U.S. Trustee Fees"* means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

106. *"Unexpired Lease"* means a lease entered into prior to the Petition Date to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

107. *"Unimpaired"* means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

108. *"Wind-Down Budget"* means the budget attached as "Exhibit A" to the Sale Order.

B. Rules of Interpretation

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter

gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented; (4) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (5) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (6) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (7) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (8) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate or limited liability company governance matters.

E. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document

In the event of an inconsistency between this Plan, the Disclosure Statement, or the Liquidating Trust Agreement, the terms of this Plan shall control in all respects.

**ARTICLE II.
TREATMENT OF CLAIMS AND INTERESTS**

A. Unclassified Claims

1. Assumed Administrative Claims

Holders of Assumed Administrative Claims are not required to file or serve any request for payment of such Administrative Claims. Subject to sections 328, 330(a), and 331 of the Bankruptcy Code, each Holder of an Allowed Assumed Administrative Claim will be paid the full unpaid amount of such Claim in Cash by the Purchaser in the ordinary course of business, and in accordance with the terms and conditions of the applicable contract or agreement governing such Assumed Administrative Claim, if any.

2. Remaining Administrative Claims

Subject to sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed Remaining Administrative Claims and the Debtors agree to less favorable treatment to such Holder, each Holder of an Allowed Remaining Administrative Claim will be paid the full amount of such Allowed Claim in Cash

(a) on or as soon as reasonably practicable after the Effective Date; (b) if such Claim is Allowed after the Effective Date, on or as soon as practicable after the date such Claim is Allowed; (c) upon such other terms as may be agreed upon by such Holder and the Debtors, as applicable; or (d) as otherwise ordered by the Bankruptcy Court; provided that no payment or payments on account of one or more Remaining Administrative Claims, taken in the aggregate with all prior or contemporaneous payments on account of Remaining Administrative Claims, shall exceed the amount set forth for all Remaining Administrative Claims in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court.

3. Professional Compensation Claims

Final applications of Professionals for services rendered prior to the Effective Date shall be filed no later than 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court.

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Liquidating Trustee may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash in the amount designated for Professional fees and expenses under the Wind-Down Budget. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be Liquidating Trust Assets or property of the Estates. All such Allowed Accrued Professional Compensation Claims shall be paid in full in Cash from funds held in the Professional Fee Escrow Account as soon as practicable after the date on which an order of the Bankruptcy Court allowing such Accrued Professional Compensation Claim becomes a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first from amounts in the Professional Fee Escrow Account and then from the Liquidating Trust Assets only if no funds remain in the Professional Fee Escrow Account. When all Accrued Professional Compensation Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall be returned to the Purchaser.

4. DIP Claims

As provided in the Asset Purchase Agreement and the Sale Order, and in accordance with the Settlement, all DIP Claims were credit bid in connection with the Sale and will receive no distribution under this Plan or otherwise.

5. Priority Tax Claims

Except to the extent that the Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment or has been paid by the Debtors or the Purchaser prior to the Effective Date, in full and final satisfaction of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or the Purchaser, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors or the Purchaser, as applicable, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided further that no payment or payments on account of one or more Priority Tax Claims, taken in the aggregate with all prior or contemporaneous payments on account of Priority Tax Claims, shall exceed the amount set forth for all Priority Tax Claims in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court.

B. Classified Claims

All Claims and Equity Interests, other than Assumed Administrative Claims, Remaining Administrative Claims (including Professional Compensation Claims), DIP Claims, and Priority Tax Claims, are classified in the Classes set forth below for all purposes, including voting, Confirmation, and distributions pursuant hereto. A Claim shall be classified in a particular Class only to the extent that the Claim meets the description of Claims in that Class and shall be classified in other Classes to the extent that the Claim meets the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Interest has not been paid, released, withdrawn, or otherwise settled before the Effective Date.

The classification of Claims and Equity Interests against the Debtors pursuant to this Plan is as follows:

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Credit Agreement Claims	Unimpaired	Deemed to Accept
4	Secured Promissory Note Claims	Impaired	Deemed to Reject
5	General Unsecured Claims against Amicus Debtors	Impaired	Entitled to Vote
6	General Unsecured Claims against Freeze Debtors	Impaired	Deemed to Reject
7	PBGC General Unsecured Claims	Impaired	Entitled to Vote
8	Section 510(b) Claims	Impaired	Deemed to Reject
9	Intercompany Claims	Impaired	Deemed to Reject
10	Equity Interests	Impaired	Deemed to Reject

1. **Class 1 – Other Priority Claims**

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Other Priority Claim, each Holder of such Allowed Other Priority Claim shall be paid in full in Cash on the later of the Effective Date and the date on which such Claim becomes an Allowed Other Priority Claim or as soon as reasonably practicable thereafter; provided that no payment or payments on account of one or more Other Priority Claims that constitute Assumed Liabilities, taken in the aggregate with all prior or contemporaneous payments on account of Other Priority Claims that constitute Assumed Liabilities, shall exceed the amount set forth for all Other Priority Claims that constitute Assumed Liabilities in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court.
- (c) *Voting:* Class 1 is Unimpaired, and Holders of Allowed Class 1 Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Secured Claims

- (a) *Classification:* Class 2 consists of all Other Secured Claims, including all Secured Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall, at the option of the Debtors (in consultation with the Committee before the Effective Date or the Liquidating Trustee, after the Effective Date), either (i) receive the collateral securing any such Allowed Other Secured Claim; or (ii) receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, in each case on the later of the Effective Date and the date such Claim becomes an Allowed Other Secured Claim, or as soon as reasonably practicable thereafter; provided that no payment or payments on account of one or more Other Secured Claims, taken in the aggregate with all prior or contemporaneous payments on account of Other Secured Claims, shall exceed the amount set forth for all Other Secured Claims in the Wind-Down Budget without either (i) the consent of the Committee, before the Effective Date or the Liquidating Trustee, after the Effective Date (which consent shall not be unreasonably withheld) or (ii) the approval of the Bankruptcy Court.
- (c) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – Secured Credit Agreement Claims

- (a) *Classification:* Class 3 consists of all Secured Credit Agreement Claims.
- (b) *Treatment:* To the extent any Secured Credit Agreement Claims have not been repaid pursuant to the DIP Order and DIP Credit Agreement or otherwise paid in full as of the Effective Date and except to the extent that a Holder of an Allowed Secured Credit Agreement Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Secured Credit Agreement Claim, each Holder of such Allowed Secured Credit Agreement Claim shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter, in each case by the Purchaser, or otherwise receive such treatment as to render such Holder Unimpaired.
- (c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Secured Credit Agreement Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims are not entitled to vote to accept or reject this Plan

4. Class 4 – Secured Promissory Note Claims

- (a) *Classification:* Class 4 consists of all Secured Promissory Note Claims.
- (b) *Treatment:* In accordance with the Settlement, Holders of Secured Promissory Note Claims will not receive any distribution on account of such Claims, and Secured Promissory Note Claims shall be subordinated to the Allowed Claims in Class 5.

- (c) *Voting:* Class 4 is Impaired, and Holders of Class 4 Secured Promissory Note Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 4 Claims are not entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims Against Amicus Debtors

- (a) *Classification:* Class 5 consists of all General Unsecured Claims against the Amicus Debtors; provided that Class 5 shall not include any PBGC General Unsecured Claim.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim against the Amicus Debtors agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed General Unsecured Claim against the Amicus Debtors, each Holder of such Allowed General Unsecured Claim against the Amicus Debtors shall receive its Pro Rata share of the proceeds of the Liquidating Trust Assets, distributed in accordance with the Liquidating Trust Agreement.
- (c) *Voting:* Class 5 is Impaired, and Holders of Class 5 General Unsecured Claims against the Amicus Debtors are entitled to vote to accept or reject this Plan.

6. Class 6 – General Unsecured Claims Against Freeze Debtors

- (a) *Classification:* Class 6 consists of all General Unsecured Claims against the Freeze Debtors; provided that Class 6 shall not include any PBGC General Unsecured Claim.
- (b) *Treatment:* Holders of General Unsecured Claims against the Freeze Debtors shall not receive any distribution on account of such Claims, and all such General Unsecured Claims against the Freeze Debtors shall be cancelled, released, and extinguished as of the Effective Date.
- (c) *Voting:* Class 6 is Impaired, and Holders of Class 6 General Unsecured Claims against the Freeze Debtors are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 – PBGC General Unsecured Claims

- (a) *Classification:* Class 7 consists of all PBGC General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed PBGC General Unsecured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed PBGC General Unsecured Claim, each Holder of such Allowed PBGC General Unsecured Claim shall receive its Pro Rata share of the Liquidating Trust Assets, distributed in accordance with the Liquidating Trust Agreement.
- (c) *Voting:* Class 7 is Impaired, and Holders of Class 7 PBGC General Unsecured Claims are entitled to vote to accept or reject this Plan.

8. Class 8 – Section 510(b) Claims

- (a) *Classification:* Class 8 consists of all Section 510(b) Claims.
- (b) *Treatment:* Holders of Section 510(b) Claims shall not receive any distribution on account of such Claims, and all such Section 510(b) Claims shall be cancelled, released, and extinguished as of the Effective Date.
- (c) *Voting:* Class 8 is Impaired, and Holders of Class 8 Section 510(b) Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 8 Claims are not entitled to vote to accept or reject this Plan.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of all Intercompany Claims.
- (b) *Treatment:* Holders of Intercompany Claims shall not receive any distribution on account of such Claims, and all such Intercompany Claims shall be cancelled, released, and extinguished as of the Effective Date.
- (c) *Voting:* Class 9 is Impaired, and Holders of Class 9 Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 9 Claims are not entitled to vote to accept or reject this Plan.

10. Class 10 – Equity Interests

- (a) *Classification:* Class 10 consists of all Equity Interests.
- (b) *Treatment:* Holders of Equity Interests shall not receive any distributions on account of such Interests, and all such Equity Interests shall be cancelled, released, and extinguished as of the Effective Date.
- (c) *Voting:* Class 10 is Impaired, and Holders of Class 10 Equity Interests are conclusively presumed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 10 Equity Interests are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors, the Purchaser, or the Liquidating Trustee, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs, recoupments, or counterclaims against, any such Unimpaired Claims.

D. *Class Acceptance Requirement*

A Class of Claims shall have accepted this Plan if it is accepted by at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders of such Claims that have voted on this Plan.

E. *Confirmation Pursuant to sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests. The Debtors

reserve the right to modify this Plan in accordance with Article VIII hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification; provided that the Debtors will so modify this Plan only with either (1) the reasonable consent of the Committee or (2) in the event of a dispute between the Debtors and the Committee, an order of the Bankruptcy Court overruling any objection of the Committee to such modification.

F. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

G. Return of Unused Wind-Down Budget to Purchaser

Notwithstanding anything herein to the contrary, after giving effect to the payment of all Allowed Administrative Claims and Allowed Priority Tax Claims with the proceeds of the Wind-Down Budget, any excess monies in the Wind-Down Budget shall promptly be returned to the Purchaser.

**ARTICLE III.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan and the Settlement, on the Effective Date, the provisions of this Plan shall constitute a good-faith compromise and settlement of all Claims, Equity Interests, and controversies resolved pursuant to this Plan and the Settlement.

B. The Liquidating Trust

1. Liquidating Trustee

On the Effective Date, the Liquidating Trustee shall be appointed in accordance with the Liquidating Trust Agreement and shall have all the rights and powers set forth in the Liquidating Trust Agreement. The duties, responsibilities, and powers of the Liquidating Trustee shall terminate in accordance with the terms of the Liquidating Trust Agreement.

2. Liquidating Trust

On the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the primary purpose of administering and liquidating the Liquidating Trust Assets, with no objective to continue or engage in the conduct of a trade or business, and the secondary purposes of (a) resolving all Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims, (b) pursuing or otherwise litigating any Causes of Action (other than those released herein or pursuant to any prior settlement approved by the Bankruptcy Court), and (c) making all distributions to the Beneficiaries provided for under this Plan and pursuant to the Liquidating Trust Agreement. The Liquidating Trust may withhold from amounts distributable to any Entity any and all amounts, determined in the Liquidating Trustee's sole discretion, upon the advice of the Liquidating Trust's Professionals, required by this Plan, or applicable law, regulation, rule, ruling, directive, or other governmental requirement. Except as otherwise ordered by the Bankruptcy Court, the costs and expenses of the Liquidating Trust incurred on or after the Effective Date shall be paid in accordance with the Liquidating Trust Agreement without further order of the Bankruptcy Court. The Liquidating Trustee, the Liquidating Trust, and their representatives shall be exculpated and indemnified pursuant to the terms of the Liquidating Trust Agreement. The Liquidating Trust will terminate in accordance with the terms of the Liquidating Trust Agreement.

3. Funding of the Liquidating Trust

On the Effective Date, the Liquidating Trust Assets shall vest automatically in the Liquidating Trust free and clear of all Liens, claims, encumbrances, and other interests. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the Liquidating Trust Assets to the Liquidating Trust shall be made for the benefit and on behalf of the Beneficiaries. The Liquidating Trust shall not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein or in the Liquidating Trust Agreement. The Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust.

In connection with the transfer of the Liquidating Trust Assets, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust will vest in the Liquidating Trust and its representatives, and the Debtors and the Liquidating Trust are authorized to take all necessary actions to effectuate the transfer of such privileges.

4. Establishment of Senior Claims Reserve for Payment of Senior Claims

On the Effective Date, the Liquidating Trust shall establish and fund the Senior Claims Reserve with Cash in an amount (a) acceptable to the Debtors and the Committee, or (b) approved by the Bankruptcy Court. The Senior Claims Reserve shall be maintained in trust for Holders of Allowed Priority Tax Claims, Allowed Class 1 Other Priority Claims, and Allowed Class 2 Other Secured Claims not yet Allowed as of the Effective Date and not paid prior to the Effective Date or as part of the distributions provided for in Article IV.A hereof. Each such Claim shall be paid in full in Cash from funds held in the Senior Claims Reserve as soon as practicable after the date on which such Claim becomes an Allowed Claim. Such Claims shall be paid first from amounts in the Senior Claims Reserve and then from the other Liquidating Trust Assets only if no funds remain in the Senior Claims Reserve. When all such Claims have been paid in full, amounts remaining in the Senior Claims Reserve, if any, shall return to the other Liquidating Trust Assets and may be used by the Liquidating Trustee for the benefit of Holders of Allowed Class 5 General Unsecured Claims against the Amicus Debtors and Allowed Class 7 PBGC General Unsecured Claims, in accordance with the Liquidating Trust Agreement.

C. *Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

D. *Preservation of Causes of Action*

Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall convey to the Liquidating Trust all rights to commence, prosecute or settle, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, which shall vest in the Liquidating Trust pursuant to the terms of this Plan and the Liquidating Trust Agreement. The Liquidating Trustee may enforce all rights to commence, prosecute, or settle, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trustee may, in its reasonable business judgment, pursue such Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Causes of Action to the extent the Liquidating Trustee deems appropriate, including on a contingency fee basis. No Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Liquidating Trustee will not pursue any and all available Causes of Action against them. The Debtors and the Liquidating Trustee expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan; provided that the Debtors, in consultation with the Committee before the Effective Date or the Liquidating Trustee after the Effective Date, may prosecute any such Cause of Action against any party only in

connection with their objection to and resolution of any Claim asserted by such party. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order, the Liquidating Trustee expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Liquidating Trustee reserves and shall retain the foregoing Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. The Liquidating Trustee shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

E. Corporate Action

Upon the Effective Date or as soon thereafter as reasonably practicable, after (a) making distributions provided for under this Plan (except those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement) and (b) the vesting of the Liquidating Trust Assets in the Liquidating Trust, the Debtors shall be deemed to have been dissolved and terminated.

Upon the Effective Date, the terms of all directors and officers of all Debtors shall be deemed to have expired, all such directors and officers shall be released of their duties, and all actions in furtherance of this Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by the Debtors, Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, or any other Entity or Person, including the transfer of assets of the Debtors to the Liquidating Trust and the dissolution or winding up of the Debtors. The directors and officers of the Debtors and the Liquidating Trustee, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, release, and other agreements or documents and take such other actions as they may deem in their sole discretion necessary or appropriate to effectuate and implement the provisions of this Plan. The authorizations and approvals contemplated by this Article III.E shall be effective notwithstanding any requirements under non-bankruptcy law.

F. Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for herein: (1) the remaining obligations of the Debtors, if any, under the 8.375% Note Indenture, and any other certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Debtors shall not have any continuing obligations thereunder and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of the 8.375% Senior Subordinated Notes Claims to receive distributions under the Plan as provided herein, (b) allowing the 8.375% Note Indenture Trustee, to make distributions under the Plan as provided herein, or any other distribution under the 8.375% Note Indenture, and in accordance with any payment priorities established under the 8.375% Note Indenture and to deduct therefrom such unpaid compensation, reasonable fees, and expenses due thereunder or incurred in making such distributions and (c) allowing the 8.375% Note Indenture Trustee to seek compensation and/or reimbursement of reasonable fees and expenses in accordance with the terms of the 8.375% Note Indenture and this Plan, including, without limitation, through the exercise of its charging lien; provided further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Debtors, except to the extent set forth in or provided for under this Plan. On and after the Effective Date, all duties and responsibilities of the 8.375% Note Indenture Trustee under the 8.375% Note Indenture shall be discharged except to the extent required in order to effectuate the Plan.

G. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

H. Limited Substantive Consolidation

This Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating all of the Estates into a single consolidated Estate solely for the purposes associated with Confirmation and Consummation.

If such limited substantive consolidation of all of the Estates is ordered, then on and after the Effective Date, all assets and liabilities of the Debtors shall be treated as though they were merged into the a single consolidated Estate for all purposes associated with Confirmation and Consummation, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be treated as one collective obligation of the Debtors.

In the event that the Bankruptcy Court does not order limited substantive consolidation of the Debtors, then except as specifically set forth in this Plan: (1) nothing in this Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that one of the Debtors is subject to or liable for any Claim against any other Debtor; (2) Claims against multiple Debtors shall be treated as separate Claims with respect to each Debtor's Estate for all purposes (including distributions and voting), and such Claims shall be administered as provided in this Plan; (3) the Debtors shall not, nor shall they be required to, re-solicit votes with respect to this Plan, nor will the failure of the Bankruptcy Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in this Plan; and (4) the Debtors, in consultation with the Committee, may File subplans with terms substantially consistent in all applicable respects with the terms of this Plan, and the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each subplan; provided that a Holder's (a) vote to accept or reject this Plan; (b) presumed acceptance of this Plan pursuant to section 1126(f) of the Bankruptcy Code; or (c) deemed rejection of this Plan pursuant to section 1126(g) may be deemed a vote to accept or reject an applicable subplan (as the case may be) to the extent that such subplan does not provide such Holder with less favorable treatment than such Holder would have received if the Bankruptcy Court had ordered limited substantive consolidation as set forth herein. The Debtors' inability to confirm any subplan or the Debtors' election to withdraw any subplan shall not impair the confirmation of any other subplan or the consummation of any such subplan.

I. Dismissal of Freeze Debtors Chapter 11 Cases

Notwithstanding anything to the contrary herein, this Plan shall serve as a motion by the Debtors seeking, in the alternative to Confirmation and Consummation of this Plan with respect to the Freeze Debtors, entry of an order dismissing one or more of the Chapter 11 Cases of the Freeze Debtors.

To the extent that Confirmation or Consummation does not occur with respect to the Chapter 11 Cases of any of the Freeze Debtors, on the Effective Date, the Chapter 11 Cases of such Freeze Debtors shall be dismissed without prejudice. Such dismissal shall have no effect on the force and effect of this Plan in the Chapter 11 Cases of any of the other Debtors.

J. Administrative Claims Bar Date

Except as otherwise provided in Article II.A hereof, unless previously filed, requests for payment of Administrative Claims must be filed and served pursuant to the procedures specified in the Confirmation Order and prior to the Administrative Claims Bar Date. Holders of Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such

Remaining Administrative Claims against the Debtors, their Estates, the Purchaser, the Liquidating Trust and the Liquidating Trust Assets, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed by the Debtors and served on the requesting party by the later of (x) 180 days after the Effective Date and (y) 180 days after the filing of the applicable request for payment of such Administrative Claims.

K. *Treatment of Executory Contracts and Unexpired Leases*

1. Rejection of Executory Contracts and Unexpired Leases

Subject to the provisions herein, each of the Debtors' Executory Contracts or Unexpired Leases shall be deemed automatically rejected in accordance with the provisions of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has previously been assumed by the Debtors by Final Order of the Bankruptcy Court;
- (b) is a Designated Contract; or
- (c) is the subject of a motion to assume or reject pending as of the Effective Date.

2. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by an order of the Bankruptcy Court, and notwithstanding anything to the contrary provided herein, all Proofs of Claim arising from the rejection of any of the Debtors' Executory Contracts or Unexpired Leases must be filed by Holders of such Claims with the Notice and Claims Agent by the later of: (a) 30 days after the entry of an order of the Bankruptcy Court approving any such rejection; (b) 30 days after the Effective Date; and (c) the Claims Bar Date applicable to such Claim. Any Holder of a Claim arising from the rejection of an Executory Contract or Unexpired Lease that does not timely file such Proof of Claim will be forever barred, estopped, and enjoined from asserting such Claim against the Debtors, their Estates and property or the Liquidating Trust, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein and may not participate in any distribution in the Chapter 11 Cases on account of such Claim, and such Claim will be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article VI.E.

3. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases as modified, amended, supplemented, or restated. In particular, notwithstanding any non-bankruptcy law to the contrary, the Liquidating Trust expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

**ARTICLE IV.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Powers of and Distributions by Debtors*

On the Effective Date or as soon thereafter as reasonably practicable, the Debtors shall make those distributions provided for under this Plan (except those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement). The Debtors shall be empowered to, as applicable: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform their duties under this Plan; (b) make all distributions contemplated under this Plan (except

those distributions to the Beneficiaries, which distributions will be made by the Liquidating Trust in accordance with the Liquidating Trust Agreement); (c) establish and maintain an escrow or reserve, in each case in an amount reasonably acceptable to the Committee or approved by the Bankruptcy Court, to satisfy such distributions; (d) employ one or more agents or personnel, on terms and conditions reasonably acceptable to the Committee, to assist with respect to such distributions without further order from the Bankruptcy Court; and (e) take such other actions as may be deemed by the Debtors, in consultation with the Committee, to be necessary and proper to implement the provisions hereof, including but not limited to litigating, settling, and otherwise pursuing Causes of Action (solely as provided in Article III.D hereof) and objections to Claims (except Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims).

B. Powers of and Distributions by Liquidating Trustee

All distributions to Holders of Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims under this Plan and all distributions to Holders of any Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, and Disputed Class 2 Other Secured Claims shall be made by the Liquidating Trustee. The Liquidating Trustee shall be empowered to, as applicable: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated under this Plan; (c) employ professionals or personnel to assist it with respect to such distributions without further order from the Bankruptcy Court and (d) exercise such other powers as may be vested in the Liquidating Trustee by order of the Bankruptcy Court, pursuant to this Plan or Liquidating Trust Agreement, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions hereof, including but not limited to litigating, settling, and otherwise pursuing Causes of Actions and objections to Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims.

C. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in this Plan and except as may be agreed to by the Debtors or the Liquidating Trustee, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or Liquidating Trustee, as applicable, shall make distributions to Holders of Allowed Claims at the address set forth in any Proof of Claim Filed by that Holder; provided that the manner of such distributions shall be determined at the discretion of the Debtors or Liquidating Trustee, as applicable.

Except as otherwise provided in the Plan, all distributions to holders of 8.375% Senior Subordinated Notes Claims shall be governed by the 8.375% Senior Subordinated Notes and the 8.375% Note Indenture and shall be subject to the 8.375% Note Indenture Trustee's right to exercise its charging lien for any unpaid fees and expenses. The 8.375% Note Indenture Trustee shall serve as the disbursing agent for distributions on account of the 8.375% Senior Subordinated Notes Claims under the 8.375% Note Indenture. All distributions on account of the 8.375%

Senior Subordinated Notes Claims shall be made (a) to the 8.375% Note Indenture Trustee; or (b) with the prior written consent of the 8.375% Note Indenture Trustee, through the facilities of the Depository Trust Company. Distributions made by the 8.375% Note Indenture Trustee to the record holders of 8.375% Senior Subordinated Notes, and in turn by the record holders of 8.375% Senior Subordinated Notes to the beneficial holders thereof, shall be made (as it relates to the identity of recipients) in accordance with the 8.375% Note Indenture and the policies and procedures of the Depository Trust Company. Distributions made by the 8.375% Note Indenture Trustee directly to the beneficial holders of the 8.375% Senior Subordinated Notes shall only be made to such holders after the surrender by each such holder of the note certificates representing such 8.375% Senior Subordinated Notes Claims. Upon surrender of such note certificates, the 8.375% Note Indenture Trustee shall cancel and destroy such 8.375% Senior Subordinated Notes. As soon as practicable after surrender of note certificates evidencing Allowed 8.375% Senior Subordinated Notes Claims, the 8.375% Note Indenture Trustee shall distribute to the holder thereof such holder's Pro Rata share of the distributions pursuant to this Plan, but subject to the rights of the 8.375% Note Indenture Trustee to assert its charging lien against such distribution.

2. Minimum Distributions

Notwithstanding anything herein to the contrary, neither the Debtors nor the Liquidating Trust, as applicable, shall be required to make distributions or payments of less than \$25.00.

3. Undeliverable Distributions and Unclaimed Property

In the event that any notice or distribution to any Holder is returned as undeliverable, no such notice of distribution to such Holder shall be made unless and until the Liquidating Trustee has determined the then current address of such Holder, at which time such notice or distribution shall be made to such Holder without interest; provided that such notice or distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Liquidating Trust for the benefit of other Allowed Claims in accordance with the terms of this Plan, and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred.

E. *Compliance with Tax Requirements/Allocations*

In connection with this Plan, to the extent applicable, the Liquidating Trustee shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Liquidating Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

F. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors on or prior to the Effective Date or the Liquidating Trustee after the Effective Date, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidating Trustee (or such other entity designated by the Liquidating Trustee) on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the Liquidating Trustee (or such other entity designated by the Liquidating Trustee) to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the Allowed amount of such Claim as of the date of any such distribution under this Plan.

2. Applicability of Insurance Policies

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Liquidating Trustee, or any other Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

G. *Allocation Between Principal and Accrued Interest*

Except as otherwise provided in this Plan, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to this Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, accrued through the Effective Date.

**ARTICLE V.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *Resolution of Disputed Claims*

1. No Distribution Pending Allowance

Notwithstanding any other provision of this Plan, the Liquidating Trustee shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed.

2. Prosecution of Objections to Claims

From and after the Effective Date, the Liquidating Trustee, in its reasonable business judgment, may object to Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims and prosecute, settle, compromise, withdraw, or resolve such objections. The Liquidating Trustee may settle or compromise any Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors, and Disputed Class 7 PBGC General Unsecured Claims without any further notice to or action, order, or approval of the Bankruptcy Court or any other party. From and after the Effective Date, the Liquidating Trustee shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court.

Until the Effective Date, the Debtors may object to Claims (except Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims) and prosecute, settle, compromise, withdraw, or resolve such objections (subject to consultation with the Committee or the Liquidating Trustee, as applicable, as provided in Articles II.A.2, II.A.5, II.B.1 and II.B.2 hereof). The Debtors may settle or compromise any Claims without any further notice to or action, order, or approval of the Bankruptcy Court or any other party (subject to consultation with the Committee or the Liquidating Trustee, as applicable, as provided in Articles II.A.2, II.A.5, II.B.1 and II.B.2 hereof).

Notwithstanding any other provision in this Plan, the Purchaser shall have the sole authority to prosecute, settle, or compromise any Disputed Claim comprising an Assumed Liability.

3. Claims Estimation

Prior to and on the Effective Date, the Debtors, in consultation with the Committee, and after the Effective Date, the Liquidating Trustee, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including,

without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under this Plan, including for purposes of distributions, and the Debtors, in consultation with the Committee, or the Liquidating Trustee, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors, in consultation with the Committee, or the Liquidating Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied, or superseded may be expunged from the Claims Register by the Notice and Claims Agent, Debtors or the Liquidating Trustee, as applicable, and any Claim that has been amended may be adjusted thereon by the Notice and Claims Agent, Debtors or the Liquidating Trustee, in each case without a Claim objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Claims Objection Bar Date

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

EXCEPT AS OTHERWISE AGREED BY THE DEBTORS, WITH THE CONSENT OF THE COMMITTEE (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD) OR THE LIQUIDATING TRUSTEE, AS APPLICABLE, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, with the consent of the Committee (which consent shall not be unreasonably withheld), or the Liquidating Trustee, and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VI.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. *Compromise and Settlement of Claims, Equity Interests, and Controversies*

Notwithstanding anything contained herein to the contrary, the allowance, classification, and treatment of all Allowed Claims and their respective distributions and treatments hereunder takes into account and conforms to the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all such rights described in the preceding sentence are settled, compromised, and released pursuant hereto. The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in this Plan are: (1) in the best interests of the Debtors, their estates, and all Holders of Claims; (2) fair, equitable, and reasonable; (3) made in good faith; and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. In addition, the allowance, classification, and treatment of Allowed Claims take into account any Causes of Action, whether under the Bankruptcy Code or otherwise under applicable non-bankruptcy law, that may exist: (1) between the Debtors, on the one hand, and the Debtor Releasees and the Third Party Releasees, on the other hand; and (2) between the Releasing Parties, on the one hand, and the Debtor Releasees and the Third Party Releasees, on the other hand (to the extent set forth in the Third Party Release); and, as of the Effective Date, any and all such Causes of Action are settled, compromised, and released pursuant hereto. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal, and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date (1) the Liquidating Trust may, in its sole and absolute discretion, compromise, and settle Claims against the Debtors and (2) the Liquidating Trust may, in its respective sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. *Debtor Release*

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ON THE EFFECTIVE DATE AND EFFECTIVE AS OF THE EFFECTIVE DATE AND IMMEDIATELY PRIOR TO THE DEBTORS' TRANSFER OF ASSETS TO THE LIQUIDATING TRUST (SUCH THAT THE LIQUIDATING TRUST WILL NOT RECEIVE ANY CLAIM OR CAUSE OF ACTION RELEASED HEREUNDER), FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE DEBTOR RELEASEES AND THE THIRD PARTY RELEASEES, INCLUDING: (1) THE DISCHARGE OF DEBT AND ALL OTHER GOOD AND VALUABLE CONSIDERATION PAID PURSUANT HERETO; AND (2) THE SERVICES OF THE DEBTORS' PRESENT AND FORMER OFFICERS, DIRECTORS AND ADVISORS IN FACILITATING THE EXPEDITIOUS IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED HEREBY, EACH OF THE DEBTORS DISCHARGE AND RELEASE AND SHALL BE DEEMED TO HAVE PROVIDED A FULL DISCHARGE AND RELEASE TO EACH DEBTOR RELEASEE AND TO EACH THIRD PARTY RELEASEE (AND EACH SUCH DEBTOR RELEASEE AND THIRD PARTY RELEASEE SO RELEASED SHALL BE DEEMED FULLY RELEASED AND DISCHARGED BY THE DEBTORS) AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR NON CONTINGENT, EXISTING AS OF THE EFFECTIVE DATE IN LAW, AT EQUITY, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, INCLUDING THOSE THAT ANY OF THE DEBTORS OR THE LIQUIDATING TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR AN EQUITY INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT ON BEHALF OF ANY OF THE DEBTORS OR ANY OF THEIR ESTATES, INCLUDING CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE; PROVIDED, HOWEVER, THAT THE FOREGOING "DEBTOR RELEASE" SHALL NOT OPERATE TO

WAIVE OR RELEASE ANY CAUSES OF ACTION OF ANY DEBTOR: (1) AGAINST A DEBTOR RELEASEE OR A THIRD PARTY RELEASEE (OTHER THAN THE PREPETITION CREDIT FACILITY AGENT, THE DIP ADMINISTRATIVE AGENT, THE DIP LENDERS, SUN CAPITAL, THE SECURED PROMISSORY NOTEHOLDER, AND THE PREPETITION CREDIT FACILITY LENDERS IN THEIR CAPACITIES AS SUCH) ARISING FROM ANY CONTRACTUAL OBLIGATIONS OWED TO THE DEBTORS; OR (2) EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN OR RELATED DOCUMENTS.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE DEBTOR RELEASEES AND THE THIRD PARTY RELEASEES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS; (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 LIQUIDATING TRUST ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PLAN DOES NOT RELEASE ANY CLAIMS OR CAUSES OF ACTION THAT THE DEBTORS OR THE LIQUIDATING TRUST MAY HAVE NOW OR IN THE FUTURE AGAINST THE PURCHASER SOLELY WITH RESPECT TO THE PURCHASER'S OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT, THE SALE ORDER, THIS PLAN OR ANY RELATED DOCUMENTS OR ORDERS OF THE BANKRUPTCY COURT.

C. Third Party Release

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ON THE EFFECTIVE DATE AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE RELEASING PARTIES (REGARDLESS OF WHETHER A RELEASING PARTY IS A THIRD PARTY RELEASEE) SHALL BE DEEMED TO HAVE PROVIDED A FULL DISCHARGE AND RELEASE (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) TO THE THIRD PARTY RELEASEES AND THE DEBTOR RELEASEES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR NON-CONTINGENT, EXISTING AS OF THE EFFECTIVE DATE IN LAW, AT EQUITY, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, INCLUDING THOSE IN ANY WAY RELATED TO THE CHAPTER 11 CASES OR THIS PLAN; PROVIDED, HOWEVER, THAT THE FOREGOING "THIRD PARTY RELEASE" SHALL NOT OPERATE TO WAIVE OR RELEASE ANY CAUSES OF ACTION OF ANY RELEASING PARTY: (1) AGAINST A DEBTOR RELEASEE OR A THIRD PARTY RELEASEE ARISING FROM ANY CONTRACTUAL OBLIGATIONS OWED TO THE RELEASING PARTY; OR (2) EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN OR RELATED DOCUMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PLAN DOES NOT RELEASE ANY CLAIMS OR CAUSES OF ACTION THAT THE RELEASING PARTIES, THE DEBTORS OR THE LIQUIDATING TRUST MAY HAVE NOW OR IN THE FUTURE AGAINST THE PURCHASER SOLELY WITH RESPECT TO THE PURCHASER'S OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT, THE SALE ORDER, THE PLAN OR ANY RELATED DOCUMENTS OR ORDERS OF THE BANKRUPTCY COURT.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD

AND VALUABLE CONSIDERATION PROVIDED BY THE DEBTOR RELEASEES AND THE THIRD PARTY RELEASEES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS; (4) FAIR, EQUITABLE AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

D. Exculpation

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, preparing, disseminating, implementing, administering, confirming or effecting the Consummation of this Plan, the Disclosure Statement, the Liquidating Trust Agreement, or any contract, instrument, release or other agreement or document created or entered into in connection with this 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 the foregoing "Exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; provided, further, 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, this Plan.; provided, further that, the Purchaser shall not be exculpated from the Purchaser's obligations under the Asset Purchase Agreement, the Sale Order, this Plan or any related documents or orders of the Bankruptcy Court.

E. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE VI.B OR ARTICLE VI.C HEREOF OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VI.D HEREOF (BUT ONLY TO THE EXTENT OF THE EXCULPATION PROVIDED IN ARTICLE VI.D) ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED (INCLUDING THE LIQUIDATING TRUST) (OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, DISCHARGED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED (INCLUDING THE LIQUIDATING TRUST) (OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, DISCHARGED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (3) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE OF ANY KIND AGAINST ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED (INCLUDING THE LIQUIDATING TRUST) (OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, DISCHARGED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED (INCLUDING THE LIQUIDATING TRUST) (OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, DISCHARGED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE CONFIRMATION DATE, AND NOTWITHSTANDING ANY INDICATION IN A

PROOF OF CLAIM OR EQUITY INTEREST OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO SECTION 553 OF THE BANKRUPTCY CODE OR OTHERWISE; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED (INCLUDING THE LIQUIDATING TRUST) (OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, DISCHARGED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED OR SETTLED PURSUANT TO THIS PLAN.

F. Special Provision Governing Accrued Professional Compensation Claims and Final Fee Applications

For the avoidance of doubt, the foregoing Debtor Release and Third Party Release shall not waive, affect, limit, restrict, or otherwise modify the right of any party in interest to object to any Accrued Professional Compensation Claim or final fee application Filed by any Professional in these Chapter 11 Cases.

**ARTICLE VII.
CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date

It shall be a condition to Consummation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VII.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the Committee (provided that if the Committee objects to the form or substance of the Confirmation Order, this condition may be satisfied by an order of the Bankruptcy Court overruling any such objection), and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. All documents and agreements necessary to implement this Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements;

3. The Liquidating Trustee shall have been appointed, and the Debtors and the Liquidating Trustee shall have executed and delivered the Liquidating Trust Agreement, in form and substance acceptable to the Debtors and the Committee; and

4. The Debtors or the Purchaser shall have funded the Professional Fee Escrow Account, as determined in the discretion of the Debtors in an amount reasonably acceptable to the Committee or approved by the Bankruptcy Court.

5. The amount of Cash in the Senior Claims Reserve shall have been determined and shall be in an amount (a) acceptable to the Debtors and the Committee, or (b) approved by the Bankruptcy Court.

B. Waiver of Conditions

The conditions to Confirmation of this Plan and to the Effective Date of this Plan set forth in this Article VII may be waived by consent of the Debtors, in consultation with the Committee.

C. Effect of Non-Occurrence of Conditions to the Effective Date

If the Effective Date does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE VIII.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification of Plan

After the entry of the Confirmation Order but prior to the Effective Date, the Debtors may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan; provided that the Debtors will so amend or modify this Plan or remedy any defect or omission or reconcile any inconsistency in this Plan only with either (1) the reasonable consent of the Committee or (2) in the event of a dispute between the Debtors and the Committee, an order of the Bankruptcy Court overruling any objection of the Committee to such amendment, modification, remedy, or reconciliation.

After the Effective Date, the Liquidating Trustee may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Revocation of Plan

The Debtors reserve the right, in consultation with the Committee, to revoke or withdraw this Plan prior to the entry of the Confirmation Order and to file subsequent chapter 11 plans. If the Debtors, in consultation with the Committee, revoke or withdraw this Plan or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

**ARTICLE IX.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and this Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

3. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan or the Disclosure Statement;
4. resolve any matters related to the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner;
5. decide and resolve any and all matters that may arise in connection with or relate to the Liquidating Trust Agreement;
6. ensure that distributions to Holders of Allowed Claims and Equity Interests are accomplished pursuant to the provisions of this Plan;
7. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving or commenced by a Debtor, the Estates or the Liquidating Trustee that may be pending on or after the Effective Date;
8. adjudicate, decide, or resolve any and all matters related to Causes of Action;
9. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with this Plan or the Disclosure Statement;
10. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
11. resolve any cases, controversies, suits, disputes, or causes of action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan, including obligations of the Liquidating Trust and Liquidating Trustee;
12. resolve any cases, controversies, suits, disputes, or causes of action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VI hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
13. resolve any cases, controversies, suits, disputes, or causes of action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Equity Interest for amounts not timely repaid pursuant to Article IV.F.1 hereof;
14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
15. adjudicate any and all disputes arising from or relating to distributions under this Plan or any transactions contemplated therein;
16. hear and determine disputes arising in connection with the interpretation, implementation, modification, or enforcement of this Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
17. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
18. hear and determine disputes arising in connection with the interpretation, implementation, modification, or enforcement of the Sale Order or the Settlement;

19. enforce all orders previously entered by the Bankruptcy Court;
20. hear any other matter not inconsistent with the Bankruptcy Code;
21. enter an order concluding or closing the Chapter 11 Cases; and
22. enforce the injunction, release, and exculpation provisions set forth in Article VI hereof.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article VII.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, and any and all Holders of Claims or Equity Interests (regardless of whether such Claims or Equity Interests are deemed to have accepted or rejected this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in this Plan, each Entity acquiring property under this Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or debt has voted on this Plan.

B. Payment of Statutory Fees

Fees payable pursuant to section 1930 of title 28 of the United States Code (including, without limitation, the U.S. Trustee Fees) shall be paid on the earlier of the date such fees are due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Debtors and the Liquidating Trust shall be jointly liable for and shall pay the fees assessed against the Estates under 28 U.S.C. section 1930 until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first. In addition, the Debtors and/or the Liquidating Trustee shall file any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing, in conformity with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

C. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and all members, employees or agents thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11, except the Committee will remain intact with respect to any pending litigation or contested matter to which the Committee is a party, any appeals filed regarding Confirmation, the resolution of any substantial contribution applications, and the resolution of applications for Accrued Professional Compensation. On the Effective Date, subject to the proviso above, the members of the Committee shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Liquidating Trustee shall continue to compensate the Committee's Professionals for reasonable services provided in connection with any of the foregoing post-Effective Date activities.

D. Payment of Fees and Expenses of the Committee/8.375% Senior Subordinated Notes Indenture Trustee

Notwithstanding any provision in the Plan to the contrary, the Debtors or Liquidating Trustee shall promptly pay in Cash (1) in full, the reasonable, documented and necessary out-of-pocket fees and expenses incurred by the members of the Committee and (2) up to \$120,000 of the reasonable, documented, and necessary out-of-pocket fees and expenses incurred by the 8.375% Senior Subordinated Notes Indenture Trustee (including unpaid trustee fees under the 8.375% Senior Subordinated Notes Indenture) without the need of such parties to file fee applications with the Bankruptcy Court; provided that each party and its counsel shall provide the Debtors or the Liquidating Trustee, as applicable, and Committee counsel with the invoices (or such other documentation as the Debtors or the Liquidating Trustee, as applicable, or another of such parties may reasonably request) for which it

seeks payment on or before the Effective Date and provided that the Debtors or the Liquidating Trustee, as applicable, and the other parties have no objection to such fees, such fees shall be paid within five business days of the Effective Date. To the extent that the Debtors or the Liquidating Trustee, as applicable, or any of the other parties object to any of the fees and expenses of the members of the Committee or the 8.375% Senior Subordinated Notes Indenture Trustee, the Debtors or the Liquidating Trustee, as applicable, shall not be required to pay any disputed portion of such fees until a resolution of such objection is agreed to by the Debtors or the Liquidating Trustee, as applicable, and such party or a further order of the Bankruptcy Court upon a motion by such party.

E. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order and the Effective Date shall have occurred. Neither this Plan, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Disclosure Statement, or the Confirmation Order shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in this Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents

Any pleading, notice, or other document required by this Plan to be served on or delivered to the Debtors shall be served on:

Amicus Wind Down Corporation
1855 Boston Road
Wilbraham, Massachusetts 01095
Attn: Legal Department

with copies to:

Kirkland & Ellis LLP
300 North LaSalle Drive
Chicago, Illinois 60654
Attn.: Ross M. Kwasteniet

and

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)
Attn.: Laura Davis Jones

Any pleading, notice or other document required by this Plan to be served on or delivered to the Committee shall be sent by overnight mail to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Philip C. Dublin and Ashleigh L. Blaylock

and

Blank Rome LLP
1201 Market Street, Suite 800
Wilmington, Delaware 19804-4226
Attn: David W. Carickhoff and Stanley B. Tarr

Any pleading, notice or other document required by this Plan to be served on or delivered to the Liquidating Trust or the Liquidating Trustee shall be sent by overnight mail to the persons or entities designated in the Liquidating Trust Agreement.

H. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date.

I. Entire Agreement

Except as otherwise indicated, this Plan and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Non-Severability of Plan Provisions

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent, upon consultation with the Committee; and (3) non-severable and mutually dependent.

Dated: March 16, 2012

Respectfully submitted,

AMICUS WIND DOWN CORPORATION

By: _____

Name: _____

Title: _____

FREEZE, LLC

By: _____

Name: _____

Title: _____