

EXHIBIT A

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

	X	
In re	:	Chapter 11
	:	
STONEWAY CAPITAL LTD., <i>et al.</i> ¹	:	Case No. 21-10646 (JLG)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	
	X	

**NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE DEBTORS’
SECOND AMENDED JOINT PLAN UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE AND RELATED VOTING AND OBJECTION
DEADLINES**

PLEASE TAKE NOTICE THAT, on March 21, 2022, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for their joint plan of reorganization, *Debtors’ Second Amended Joint Plan Under Chapter 11 of the Bankruptcy Code* [ECF No. 491] (as modified, amended, or supplemented from time to time, the “Plan”)²; (b) approving the *Disclosure Statement for Debtors’ Second Amended Joint Plan Under Chapter 11 of the Bankruptcy Code* [ECF No. 492] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge, telephonically, via CourtSolutions LLC (www.courtsolutions.com), on May 5, 2022, at 11:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard. Any objections to confirmation of the Plan must be served and filed on or before April 25, 2022, at 4:00 p.m. (prevailing Eastern Time). **The Confirmation Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by filing a hearing agenda or notice on the docket of the Debtors’ chapter 11 cases. Any party wishing to appear at the**

¹ The Debtors in these Chapter 11 Cases and the last four digits of their registration numbers in the jurisdiction where they operate are: Stoneway Capital Ltd. (4518) (BVI), Stoneway Capital Corporation (1512) (Canada), Stoneway Energy International LP (1029) (Canada), Stoneway Energy LP (1028) (Canada), Stoneway Group LP (0837) (Canada), Stoneway Power Generation Inc. (1748) (Canada), and GRM Energy Investment Limited (6730) (BVI).

² Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

hearing must make arrangements with Court Solutions LLC, www.court-solutions.com to sign up for an account and to register for a live line. Registration for a hearing must occur no later than 12:00 p.m. on the business day prior to the hearing date.³

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **March 24, 2022** (the “Voting Record Date”), which is the date for determining which Holders of Claims in Class 4 (Senior Notes Claims), Class 5 (Term Loan Facility Claims) and Class 8 (Promissory Note Claims) are entitled to vote on the Plan and which Holders of Claims in Class 4 (Senior Notes Claims) and Class 5 (Term Loan Facility Claims) are entitled to vote on the Arrangement Resolution in respect of the CBCA Plan of Arrangement.

Voting Deadline. The deadline for voting on the Plan and the Arrangement Resolution in respect of the CBCA Plan of Arrangement is on **April 25, 2022, at 4:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”). If you are eligible and intend to vote on the Plan and the Arrangement Resolution in respect of the CBCA Plan of Arrangement you **must**: (a) follow the instructions contained in your Solicitation Package and on your Ballot(s) carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors’ notice and claims agent, Prime Clerk LLC (the “Notice and Claims Agent”) on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Release, Injunction, and Related Provisions Contained in the Plan. Please be advised that Article IX of the Plan contains the following release, injunction, and related provisions:

RELEASES

(a) **RELEASES BY THE DEBTORS.** UPON THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THIS PLAN AND THE PLAN DOCUMENTS, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING ENTITIES, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, INCLUDING, WITHOUT LIMITATION, THE EFFORTS OF EACH RELEASED PARTY TO FACILITATE THE REORGANIZATION OF THE DEBTORS, THE IMPLEMENTATION OF THE PLAN, AND THE TRANSACTIONS CONTEMPLATED HEREIN AND HEREBY, SHALL FOREVER RELEASE, WAIVE, AND DISCHARGE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL ACTIONS, CAUSES OF

³ Instructions to register for CourtSolutions LLC are attached to General Order M-543 (which can be found at <http://www.nysb.uscourts.gov>).

ACTION, SUITS, COVENANTS, CONTRACTS, CONTROVERSIES, AGREEMENTS, PROMISES, SUMS OF MONEY, ACCOUNTS, BILLS, RECKONINGS, DAMAGES, AND ANY AND ALL OTHER CLAIMS, COUNTERCLAIMS, DEFENSES, RIGHTS OF SET-OFF, DEMANDS, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, OF EVERY NAME AND NATURE, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, AGAINST THE RELEASED PARTIES FOR, UPON, OR BY REASON OF ANY CIRCUMSTANCE, ACTION, CAUSE, OR THING WHATSOEVER, ARISING AT ANY TIME ON OR PRIOR TO THE EFFECTIVE DATE, FOR OR ON ACCOUNT OF, OR IN RELATION TO, OR IN ANY WAY IN CONNECTION WITH OR THAT OTHERWISE ARE BASED IN WHOLE OR IN PART ON ANY CIRCUMSTANCE, ACTION, ACT, OMISSION, TRANSACTION, CAUSE, EVENT, OR THING WHATSOEVER TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, AND IN ANY WAY RELATING TO OR ARISING FROM, IN WHOLE OR IN PART, (A) THE DEBTORS AND ANY AFFILIATES OR SUBSIDIARIES OF THE DEBTORS, (B) THE POST-EFFECTIVE DATE DEBTORS, (C) THE ESTATES, (D) MSU, THE BUYER AND THE MANAGEMENT SERVICES PROVIDER AND ANY AFFILIATES OR SUBSIDIARIES OF MSU, THE BUYER, AND THE MANAGEMENT SERVICES PROVIDER, (E) THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE NEW SECURED NOTES OR THE NEW PREFERRED STOCK, (F) THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, (G) THE CHAPTER 11 CASES, (H) THE SALE TRANSACTIONS, (I) THE PLAN, INCLUDING THE SOLICITATION OF VOTES ON THE PLAN, (J) THE DISCLOSURE STATEMENT, (K) THE NEW SECURED NOTES INDENTURE, (L) THE TERM LOAN CREDIT AGREEMENT, (M) THE SENIOR NOTES INDENTURE, (N) THE CBCA PROCEEDINGS, (O) THE CBCA PLAN OF ARRANGEMENT, INCLUDING THE SOLICITATION OF VOTES ON THE CBCA PLAN OF ARRANGEMENT, (P) THE CCAA APPLICATION; (Q) THE 2020 CBCA PROCEEDINGS, (R) THE PROMISSORY NOTES, (S) THE MANAGEMENT SERVICES AGREEMENT, AND (T) THE NEGOTIATION, FORMULATION OR PREPARATION OF THE FOREGOING AGREEMENTS AND TRANSACTIONS DESCRIBED IN THIS PARAGRAPH (THE FOREGOING, THE “DEBTOR RELEASED CLAIMS”); *PROVIDED, HOWEVER*, THAT (I) NO RELEASED PARTY SHALL BE RELEASED HEREUNDER FROM ANY DEBTOR RELEASED CLAIM, EITHER IN LAW OR IN EQUITY, THAT AROSE AS A RESULT OF ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE BY A RELEASED PARTY, WHICH HAS BEEN FOUND BY ANY COURT OR TRIBUNAL BY A FINAL, NON-APPEALABLE ORDER TO CONSTITUTE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (II) THE FOREGOING RELEASE SHALL NOT APPLY TO ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OWED TO THE POST-EFFECTIVE DATE DEBTORS OR THE BUYER, OR ANY RIGHT OR OBLIGATION ARISING UNDER OR THAT IS PART OF THE PLAN, A PLAN DOCUMENT, OR ANY OTHER

AGREEMENT ENTERED INTO PURSUANT TO OR IN CONNECTION WITH, OR CONTEMPLATED BY, THE PLAN, AND (III) NO MEMBER OF THE NORES GROUP SHALL BE RELEASED FROM ANY DEBTOR RELEASED CLAIM, WHETHER IN LAW OR IN EQUITY, ARISING IN RELATION TO AMOUNTS (AND PAYMENTS THEREOF) THAT HAVE BEEN TRANSFERRED TO OR FOR THE BENEFIT OF ANY MEMBER OF THE NORES GROUP IN EXCESS OF \$13.755 MILLION IN THE AGGREGATE.

(b) **RELEASES BY HOLDERS OF CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPON THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, INCLUDING, WITHOUT LIMITATION, THE EFFORTS OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE PLAN AND THE TRANSACTIONS, CONTRACTS, AND INSTRUMENTS CONTEMPLATED HEREIN AND HEREBY, EACH OF THE RELEASING PARTIES AGREES TO THE RELEASE PROVISIONS IN THIS PLAN AND SHALL FOREVER RELEASE, WAIVE, AND DISCHARGE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL ACTIONS, CAUSES OF ACTION, SUITS, COVENANTS, CONTRACTS, CONTROVERSIES, AGREEMENTS, PROMISES, SUMS OF MONEY, ACCOUNTS, BILLS, RECKONINGS, DAMAGES, AND ANY AND ALL OTHER CLAIMS, COUNTERCLAIMS, DEFENSES, RIGHTS OF SET-OFF, DEMANDS, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THE BUYER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, OF EVERY NAME AND NATURE, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, AGAINST THE RELEASED PARTIES FOR, UPON, OR BY REASON OF ANY CIRCUMSTANCE, ACTION, CAUSE, OR THING WHATSOEVER, ARISING AT ANY TIME ON OR PRIOR TO THE EFFECTIVE DATE, FOR OR ON ACCOUNT OF, OR IN RELATION TO, OR IN ANY WAY IN CONNECTION WITH OR THAT OTHERWISE ARE BASED IN WHOLE OR IN PART ON ANY CIRCUMSTANCE, ACTION, ACT, OMISSION, TRANSACTION, CAUSE, EVENT, OR THING WHATSOEVER TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE AND IN ANY WAY RELATING TO OR ARISING FROM, IN WHOLE OR IN PART, (A) THE DEBTORS AND ANY AFFILIATES OR SUBSIDIARIES OF THE DEBTORS, (B) THE POST-EFFECTIVE DATE DEBTORS, (C) THE ESTATES, (D) MSU, THE BUYER AND THE MANAGEMENT SERVICES PROVIDER AND ANY AFFILIATES OR SUBSIDIARIES OF THE BUYER, MSU, AND THE MANAGEMENT SERVICES PROVIDER, (E) THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE NEW SECURED NOTES, OR THE NEW PREFERRED STOCK, (F) THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, (G) THE CHAPTER 11 CASES, (H) THE SALE TRANSACTIONS, (I) THE PLAN, INCLUDING THE SOLICITATION OF VOTES ON THE PLAN, (J) THE DISCLOSURE STATEMENT, (K) THE NEW SECURED NOTES INDENTURE, (L) THE TERM LOAN CREDIT AGREEMENT, (M) THE SENIOR

NOTES INDENTURE, (N) THE CBCA PROCEEDINGS, (O) THE CBCA PLAN OF ARRANGEMENT, INCLUDING THE SOLICITATION OF VOTES ON THE CBCA PLAN OF ARRANGEMENT, (P) THE CCAA APPLICATION, (Q) THE 2020 CBCA PROCEEDINGS, (R) THE PROMISSORY NOTES, (S) THE MANAGEMENT SERVICES AGREEMENT, AND (T) THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE FOREGOING AGREEMENTS AND TRANSACTIONS DESCRIBED IN THIS PARAGRAPH (THE FOREGOING, THE “RELEASING PARTY RELEASED CLAIMS”); *PROVIDED, HOWEVER*, THAT (I) NO RELEASED PARTY SHALL BE RELEASED HEREUNDER FROM ANY RELEASING PARTY RELEASED CLAIM, EITHER IN LAW OR IN EQUITY, THAT AROSE AS A RESULT OF ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE BY A RELEASED PARTY, WHICH HAS BEEN FOUND BY ANY COURT OR TRIBUNAL BY A FINAL, NON-APPEALABLE ORDER TO CONSTITUTE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (II) THE FOREGOING RELEASE SHALL NOT APPLY TO OR RELEASE ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OR ANY RIGHT OR OBLIGATION ARISING UNDER OR THAT IS PART OF THE PLAN, A PLAN DOCUMENT, OR ANY OTHER AGREEMENT ENTERED INTO PURSUANT TO OR IN CONNECTION WITH, OR CONTEMPLATED BY, THE PLAN, AND (III) NO MEMBER OF THE NORES GROUP SHALL BE RELEASED FROM ANY RELEASING PARTY RELEASED CLAIM, WHETHER IN LAW OR IN EQUITY, ARISING IN RELATION TO AMOUNTS (AND PAYMENTS THEREOF) THAT HAVE BEEN TRANSFERRED TO OR FOR THE BENEFIT OF ANY MEMBER OF THE NORES GROUP IN EXCESS OF \$13.755 MILLION IN THE AGGREGATE.

(c) ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES DESCRIBED IN THIS SECTION 9.3, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THIS PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT’S FINDING THAT EACH RELEASE DESCRIBED IN THIS SECTION 9.3 IS: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (II) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF SUCH CAUSES OF ACTION; (III) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (IV) FAIR, EQUITABLE, AND REASONABLE; (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (VI) A SOUND EXERCISE OF THE DEBTORS’ BUSINESS JUDGMENT; AND (VII) A BAR TO ANY OF THE RELEASING PARTIES OR THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR RESPECTIVE ESTATES, ASSERTING ANY CAUSE OF ACTION RELATED THERETO, OF ANY KIND, AGAINST ANY OF THE RELEASED PARTIES OR THEIR PROPERTY.

(d) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN THIS PLAN OR IN THE CONFIRMATION ORDER SHALL ALTER, AMEND OR MODIFY THE TERMS OF ANY INDEMNIFICATION PROVIDED TO AN “INDEMNIFIED PERSON” (AS DEFINED IN THE ENFORCEMENT ACTION REQUESTS) UNDER ANY EXISTING OR FUTURE ENFORCEMENT ACTION

REQUEST ENTERED INTO AMONG UMB BANK, N.A., IN ITS CAPACITIES AS THE SENIOR NOTES INDENTURE TRUSTEE, SUCCESSOR U.S. COLLATERAL AGENT, SUCCESSOR DEPOSITARY BANK, SUCCESSOR REGISTRAR, SUCCESSOR NOTE CUSTODIAN, SUCCESSOR TRANSFER AGENT AND/OR SUCCESSOR PAYING AGENT UNDER THE SENIOR NOTES INDENTURE OR UNDER ANY OTHER “FINANCING DOCUMENTS” (AS DEFINED IN THE SENIOR NOTES INDENTURE), AND THE “INSTRUCTING HOLDERS” (AS DEFINED IN THE ENFORCEMENT ACTION REQUESTS) OR RELEASE ANY CLAIM HELD BY AN INDEMNIFIED PERSON AGAINST THE INSTRUCTING HOLDERS ARISING FROM OR RELATED TO SUCH ENFORCEMENT ACTION REQUEST.

(e) EACH PERSON PROVIDING RELEASES UNDER THE PLAN, INCLUDING THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE RELEASING PARTIES, SHALL HAVE GRANTED THE RELEASES SET FORTH HEREIN, NOTWITHSTANDING THAT SUCH PERSON MAY HEREAFTER DISCOVER FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE WHICH IT NOW KNOWS OR BELIEVES TO BE TRUE, AND WITHOUT REGARD TO THE SUBSEQUENT DISCOVERY OR EXISTENCE OF SUCH DIFFERENT OR ADDITIONAL FACTS, AND SUCH PERSON EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE UNDER ANY STATUTE OR COMMON LAW PRINCIPLE WHICH WOULD LIMIT THE EFFECT OF SUCH RELEASES TO THOSE CLAIMS OR CAUSES OF ACTION ACTUALLY KNOWN OR SUSPECTED TO EXIST AT THE TIME OF EXECUTION OF SUCH RELEASE.

EXCULPATION AND LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT AFFECTING OR LIMITING EITHER THE DEBTOR RELEASE OR THE THIRD-PARTY RELEASE, EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY PLAN DOCUMENTS, UPON THE EFFECTIVE DATE, NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY SHALL BE RELEASED AND EXCULPATED FROM, ANY CLAIM OR CAUSE OF ACTION, LOSS, REMEDY, OR LIABILITY FOR ANY ACT OR OMISSION IN CONNECTION WITH OR ARISING OUT OF (A) THE ADMINISTRATION OF THE CHAPTER 11 CASES OR THE CBCA PROCEEDINGS; (B) THE FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, OR TERMINATION OF THE DIP FACILITY, THE CBCA PLAN OF ARRANGEMENT, THE NEW SECURED NOTES INDENTURE, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, AND THIS PLAN (INCLUDING THE PLAN DOCUMENTS), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THIS PLAN, OR THE SOLICITATION OF VOTES FOR THE CBCA PLAN OF ARRANGEMENT; (C) ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENTS (INCLUDING PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN, OR THE RELIANCE BY ANY EXCULPATED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN

LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT OR THE PLAN; (D) THE FILING OF THE CHAPTER 11 CASES OR THE CBCA PROCEEDINGS; (E) THE FUNDING OF THIS PLAN; (F) THE OCCURRENCE OF THE EFFECTIVE DATE; (G) THE ADMINISTRATION OF THIS PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THIS PLAN; (H) THE DISTRIBUTION OR ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THIS PLAN; OR (I) THE SALE TRANSACTIONS OR OTHER TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING (THE FOREGOING, THE “EXCULPATED CLAIMS”); *PROVIDED, HOWEVER*, THAT NO EXCULPATED PARTY SHALL BE RELEASED HEREUNDER FROM ANY EXCULPATED CLAIM, EITHER IN LAW OR IN EQUITY, THAT AROSE AS A RESULT OF ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE BY AN EXCULPATED PARTY, WHICH HAS BEEN FOUND BY ANY COURT OR TRIBUNAL BY A FINAL, NON-APPEALABLE ORDER TO CONSTITUTE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

INJUNCTION.

(a) **GENERAL.** ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS (OTHER THAN THE CLAIMS REINSTATED UNDER THIS PLAN) AND ALL OTHER PARTIES IN INTEREST IN THE CHAPTER 11 CASES, ALONG WITH THEIR RESPECTIVE CURRENT AND FORMER EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, PRINCIPALS, AND AFFILIATES, PERMANENTLY ARE ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS OF ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, OR (IV) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, OR AGAINST THE PROPERTY OR INTERESTS IN PROPERTY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE BUYER, ON ACCOUNT OF SUCH CLAIMS OR INTERESTS; *PROVIDED, HOWEVER*, THAT NOTHING CONTAINED HEREIN SHALL PRECLUDE SUCH ENTITIES FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS HEREOF AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS AND DOCUMENTS DELIVERED OR ASSUMED UNDER OR IN CONNECTION WITH THE PLAN THAT SURVIVE THE OCCURRENCE OF THE EFFECTIVE DATE.

(b) **INJUNCTION AGAINST INTERFERENCE WITH PLAN.** UPON ENTRY OF THE CONFIRMATION ORDER, ALL HOLDERS OF CLAIMS AND INTERESTS AND THEIR RESPECTIVE CURRENT AND FORMER EMPLOYEES, AGENTS,

OFFICERS, DIRECTORS, PRINCIPALS, AND AFFILIATES SHALL BE ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN AND THE SALE TRANSACTIONS.

Plan Objection Deadline. The deadline for filing objections to the Plan (a “Plan Objection”) is **April 25, 2022, at 4:00 p.m. (prevailing Eastern Time)** (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules for the Bankruptcy Court, and any orders of the Bankruptcy Court; (c) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following notice parties so as to be **actually received** on or before **April 25, 2022, at 4:00 p.m. (prevailing Eastern Time)**: (i) counsel for the Debtors, Shearman & Sterling LLP, 599 Lexington Ave., New York, New York, 10022, Attn: Fredric Sosnick and Jordan A. Wishnew; (ii) counsel to the Debtors’ prepetition term lenders and postpetition lenders, Dechert LLP, 1095 Sixth Avenue, New York, New York, 10036, Attn: Solomon Noh and Stephen M. Wolpert; (iii) counsel to the Ad Hoc Steering Committee, Cleary Gottlieb Steen Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Richard J. Cooper, Luke A. Barefoot, and Kristin Corbett; and (iv) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian S. Masumoto, Esq. and Shara Cornell, Esq.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, however, please feel free to Prime Clerk LLC, the Notice and Claims Agent retained in these chapter 11 cases, by: (a) calling the Notice and Claims Agent at (877) 720-6615 (U.S. toll-free) or (646) 979-4415 (international toll/local); (b) writing to stonewayinfo@primeclerk.com; or (c) writing to Stoneway Ballot Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors’ restructuring website, <https://cases.primeclerk.com/StonewayCapital/Home-Index>, or for a fee via PACER at <https://www.pacer.gov/>.

Filing the Plan Supplement. The Debtors will file the Plan Supplement on or before **April 18, 2022** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASE, OR FAILED TO VOTE TO

ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Dated: March 22, 2022
New York, New York

SHEARMAN & STERLING LLP

/s/ Fredric Sosnick

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