

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BANKRUPTCY COURT ORDER RELEASING ALL LIENS, CLAIMS, INTERESTS, CHARGES, LIABILITIES AND OTHER ENCUMBRANCES OR SECURITY INTERESTS OF ANY KIND OR NATURE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		12/14/2015	National Association: UNITED STATES
Wells-Fargo, National Association		12/14/2015	National Association: UNITED STATES
U.S. Bank National Association		12/14/2015	National Association: MINNESOTA
Fortress Credit Corp.		12/14/2015	Collateral Agent and Administrative Agent: UNITED STATES
The Chase Manhattan Bank		12/14/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Pathmark Stores, Inc.
Street Address:	2 Paragon Drive
City:	Montvale
State/Country:	NEW JERSEY
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE
Name:	The Great Atlantic & Pacific Tea Company, Inc.
Street Address:	2 Paragon Drive
City:	Montvale
State/Country:	NEW JERSEY
Postal Code:	10179
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0854358	PATHMARK
Registration Number:	0919137	PATHMARK
Registration Number:	1034492	PATHMARK
Registration Number:	3789447	PATHMARK GOSPEL CHOIR COMPETITION
Registration Number:	3691490	CHEFMARK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1922594	BIG DEALS
Registration Number:	1412706	SAV-A-CENTER

CORRESPONDENCE DATA

Fax Number: 3026568920
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 302-622-4226
Email: dmcgregor@foxrothschild.com
Correspondent Name: Deanna M. McGregor
Address Line 1: Fox Rothschild LLP
Address Line 2: 2000 Market Street, 20th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	011976.00018
NAME OF SUBMITTER:	Deanna M. McGregor
SIGNATURE:	/-d-/
DATE SIGNED:	01/05/2016

Total Attachments: 134
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11**
 :
THE GREAT ATLANTIC & PACIFIC TEA : **Case No. 15-23007 (RDD)**
COMPANY, INC., et al., :
 : **(Jointly Administered)**
Debtors.¹ :
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**AMENDED FINAL ORDER PURSUANT TO 11 U.S.C.
 §§ 105, 363, 365 AND 554 APPROVING (I) GLOBAL
 PROCEDURES FOR (A) STORE CLOSINGS, (B) THE EXPEDITED
 SALE, TRANSFER, OR ABANDONMENT OF DE MINIMIS ASSETS,
 AND (C) REJECTING UNEXPIRED NONRESIDENTIAL REAL PROPERTY
 LEASES, AND (II) ENTRY INTO A LIQUIDATION CONSULTING AGREEMENT**

Upon the motion (the “**Motion**”)² of The Great Atlantic & Pacific Tea Company, Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 363, 365, and 541 of title 11 of the United States Code (the “**Bankruptcy Code**”), for an order authorizing the Debtors to (i) implement the Store Closing Procedures, (ii) sell, transfer or abandon De Minimis Assets pursuant to the De Minimis Asset Procedures, (iii) enter into a Liquidation Consulting Agreement, (iv) implement the Lease Rejection Procedures, and (v) reject the Initial Closing Stores’ Leases identified on Exhibit 1 attached hereto, all as more fully set forth in the Motion;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corporation (7132); APW Supermarkets, Inc. (9509); Borman’s, Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (6664); Montvale-Para Holdings, Inc. (2947); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge LLC (5965); Shopwell, Inc. (3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport, Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

² Capitalized terms not otherwise herein defined shall have the meanings ascribed to such terms in the Motion or McGarry Declaration, as applicable.

and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.), consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b), and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given to the Notice Parties as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held by the Court on July 27, 2015 to consider the interim relief requested in the Motion (the “**Interim Hearing**”), and the Court having entered an order granting the relief requested in the Motion on an interim basis (ECF No. 204); and a hearing having been held on August 10, 2015, to consider the relief requested in the Motion on a final basis (the “**Final Hearing**”); and upon the Declaration of Christopher W. McGarry Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**McGarry Declaration**”), filed contemporaneously with the Motion, the record of the Interim Hearing, the Final Hearing, and all of the proceedings had before the Court; and there being no objections to the Motion that have not been withdrawn or resolved by the terms of this Final Order; and the Court having found and determined that the relief sought in the Motion is a prudent exercise of business judgment, is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, the Court entered an order granting the Motion on a final basis; and the Debtors having sought the entry of this Amended Order to include two additional decretal paragraphs to memorialize agreements between the Debtors and parties in interest with respect to

the Motion; and good and sufficient cause appearing to grant such relief under Fed. R. Bankr. P. 9023, it is hereby

ORDERED that the Court's prior order granting the Motion on a final basis is amended and superseded by this Amended Order; and it is further

ORDERED that the Motion is granted to the extent set forth herein; and it is further

ORDERED that any objection to the relief sought in the Motion that has not been previously withdrawn, waived, settled or resolved is hereby denied and overruled on the merits with prejudice; and it is further

ORDERED that the Debtors are authorized, but not directed, pursuant to section 105(a), 363(b) and (f), 365 and 554 of the Bankruptcy Code, to conduct Store Closing Sales pursuant to the following store closing procedures (the "**Store Closing Procedures**"):

1. The Store Closing Sales will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease, and the Debtors will abide by any applicable shopping center guidelines regarding maintenance, security, and trash removal.
2. The Store Closing Sales will be conducted in accordance with applicable state and local "Blue Laws," and thus, where such a law is applicable, no Store Closing Sales will be conducted on Sunday unless the Debtors have been operating such stores on Sundays.
3. All display and hanging signs used by the Debtors in connection with the Store Closing Sales will be professionally lettered and all hanging signs will be hung in a professional manner. No additional restrictions will be imposed on the Debtors that are not contained in the applicable lease. In addition, the Debtors will be permitted to utilize exterior banners and sign-walkers.
4. If Store Closing Sales are to be considered "final," conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."
5. The Debtors will not make any alterations to interior or exterior store lighting, and will not use any type of amplified sound to advertise the Store Closing Sales or solicit customers.

6. No alterations will be made to the stores closed pursuant to the Store Closing Procedures (including the Initial Closing Stores, the “**Closing Stores**”), except as authorized pursuant to the applicable lease. The hanging of exterior banners or other signage will not constitute an alteration to a store.
7. No property of any landlord will be removed or sold during the Store Closing Sales.
8. The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.
9. The Liquidation Consultant, at the Debtors direction, will negotiate any particular modifications to the Store Closing Procedures with any landlord in regards to number and placement of signs or banners.
10. The Debtors do not have to comply with lease provisions or covenants that are inconsistent with these procedures.
11. The Debtors do not have to comply with the Liquidation Laws (as defined below).
12. Pharmaceutical Assets will be sold or transferred in accordance with applicable state law.
13. The Liquidation Consultant, on behalf and at the direction of the Debtors, may abandon De Minimis Assets in accordance with the De Minimis Asset Procedures.
14. An unexpired nonresidential real property lease will be deemed rejected only in accordance with the Lease Rejection Procedures and will not be treated as De Minimis Assets.

provided that the Debtors and landlords of any Closing Store are authorized to enter into agreements modifying the Store Closing Procedures (each a “**Landlord Agreement**”) without further order of the Court; provided further that such agreements do not have a material adverse effect on the Debtors or their estates; and it is further

ORDERED that the Debtors are authorized to sell or otherwise dispose of the Pharmaceutical Assets to the highest or best bidder(s) as identified by the Debtors in their business judgment and subject to applicable federal and state law, including, without limitation,

public health, safety and privacy requirements imposed by applicable non-bankruptcy law. To the extent applicable, the Debtors shall comply with the De Minimis Asset Sale Procedures, as approved by this Court with respect to the Pharmaceutical Assets; and it is further

ORDERED that, pursuant to section 363(f) of the Bankruptcy Code, the Store Closing Assets being sold shall be sold free and clear of any and all mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, liens (including, without limitation, all consensual, judicial and statutory liens), judgments, encumbrances or claims of any kind or nature (including, without limitation, any and all “claims” as defined in section 101(5) of the Bankruptcy Code), including, without limitation, the liens and security interests of the Proposed DIP Lenders (collectively, the “**Liens and Claims**”), with such Liens and Claims, if any, to attach to the proceeds of such assets with the same validity and enforceability, to the same extent, subject to the same defenses, and with the same amount and priority as they attached to such assets immediately prior to the closing of the applicable sale; and it is further

ORDERED that no entity, including, without limitation, utilities, landlords, creditors and all persons acting for or on their behalf (but not Governmental Units, as defined in section 101(27)) shall interfere with or otherwise impede the conduct of the Store Closing Sales, or institute any action against the Debtors or landlords in any court (other than in this Court) or before any administrative body which in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closing Sales; and it is further

ORDERED that any restrictions in any lease agreement, restrictive covenant, or similar documents purporting to limit, condition, or impair the Debtors’ ability to conduct the Store Closing Sales shall not be enforceable, nor shall any breach of such provisions in these

chapter 11 cases constitute a default under a lease or provide a basis to terminate the lease; provided, the Store Closing Sales are conducted in accordance with the terms of this Final Order, the Store Closing Procedures and any Landlord Agreement; and it is further

ORDERED that the Closing Stores may “go-dark” during the Store Closing Sales and remain “dark” despite any lease restriction, real estate local act, local law, or ordinance to the contrary, and any “continuous operation” or similar clause in any of the leases (or any lease provision that purports to increase the rent or impose any penalty for “going dark”) may not be enforced to hinder or interrupt the Store Closing Sales (and the “going dark” under such leases shall not be a basis to cancel or terminate the leases); and it is further

ORDERED that, subject to applicable federal, state and local public health and safety laws (the “**Safety Laws**”), and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, the “**General Laws**”), but excluding licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including (but not limited to) state and local laws, statutes, rules, regulations, and ordinances (the “**Liquidation Sale Laws**”), the Debtors are authorized to take such actions as necessary and appropriate to conduct the Store Closing Sales without the necessity of a further order of this Court, including, but not limited to, advertising the Store Closing Sales; and it is further

ORDERED that, provided the Store Closing Sales are conducted in accordance with the terms of this Final Order, the Store Closing Procedures and any applicable Landlord Agreement, and in light of the provisions in the laws of many local and state laws that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance or otherwise excused from compliance with any Liquidation Sale Laws, and are authorized to

conduct the Store Closing Sales in accordance with the terms of this Final Order without the necessity of compliance with any such Liquidation Sale Laws; and it is further

ORDERED that the Debtors shall be entitled to use sign walkers, hang signs, and/or interior or exterior banners advertising the Store Closing Sales in accordance with the Store Closing Procedures and any applicable Landlord Agreement, including, without limitation, advertising the Store Closing Sales as “store closing,” “sale on everything,” or similar themed sales and by means of media advertising, A-frames, banners, and similar signage, without further consent of any person and without compliance with the Liquidation Sale Laws. Provided that the use of banners and sign walkers is done in a safe and responsible manner, such sign walkers and banners, in and of themselves, shall not be deemed to be in violation of Safety Laws and/or General Laws; and it is further

ORDERED that each and every federal, state, or local agency, departmental or governmental unit with regulatory authority over the Store Closing Sales and all newspapers and other advertising media in which the Store Closing Sales are advertised shall consider this Final Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Store Closing Sales; and it is further

ORDERED that state and/or local authorities shall not fine, assess, or otherwise penalize the Debtors or any of the landlords of the Closing Stores for conducting or advertising the Store Closing Sales in a manner inconsistent with state or local law; provided, that the Store Closing Sales are conducted and advertised in a manner contemplated by this Final Order; and it is further

ORDERED that the Debtors may not transfer any Inventory or FF&E located at a Tier I Store or Tier II Store to any Initial Closing Store; and it is further

ORDERED that the Debtors shall reasonably consult with the Creditors' Committee and the DIP Agent (including providing information requested by the Creditors' Committee and/or the DIP Agent) in connection with (a) Store Closing Sales, (b) sales of Pharmaceutical Assets, and (c) any modification of the Store Closing Procedures; and it is further

ORDERED that the Debtors may conduct additional Store Closing Sales in accordance with the terms of this Final Order at locations other than the Initial Closing Stores by filing and serving the Notice Parties (as defined below) and any landlord at an affected location with (i) notice of intent to conduct a Store Closing Sale pursuant to this Final Order, and (ii) a copy of this Final Order. The Notice Parties and affected landlord(s) will have 10 calendar days from the filing and service of the notice of intent to conduct additional Store Closing Sales to object to the terms of the Store Closing Procedures and request a hearing on the objection. If no objection is filed, the Debtors may conduct Store Closing Sales at such locations in accordance with the terms of this Final Order; and it is further

De Minimis Asset Procedures

ORDERED that the Debtors are authorized, but not directed, to sell or transfer De Minimis Assets under the following procedures (the "**De Minimis Asset Sale Procedures**"):

- (a) For sales or transfers of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a sale price, as measured by the amount of cash and other consideration to be received by the Debtors on account of the assets to be sold ("**Sale Price**"), less than or equal to \$250,000:
 - (i) the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business

- judgment that such sales are in the best interest of the estates, without further order of the Court or notice to any party;
- (ii) any such transactions shall be free and clear of all liens, claims and encumbrances with such liens, claims and encumbrances attaching only to the sale proceeds with the same validity, extent and priority as immediately prior to the transaction; and
 - (iii) each purchaser of a De Minimis Asset will be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.
- (b) For sales or transfers of De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with a Sale Price greater than \$250,000 and less than or equal to \$5,000,000:
- (i) the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such sales are in the best interest of the estates, without further order of the Court, subject to the procedures set forth herein;
 - (ii) any such transactions shall be free and clear of all liens, claims and encumbrances with such liens, claims and encumbrances attaching only to the sale proceeds with the same validity, extent and priority as immediately prior to the transaction;
 - (iii) each purchaser of a De Minimis Asset will be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser;
 - (iv) the Debtors shall, at least five (5) business days prior to closing such sale or effectuating such transfer, serve a written notice of such sale or transfer by e-mail, facsimile, or overnight delivery service (each notice, a “**De Minimis Asset Sale Notice**”) to (a) the U.S. Trustee; (b) proposed counsel to the Creditors’ Committee; (c) any known affected creditor(s) and their respective counsel, if known, asserting a Lien and Claim on the relevant De Minimis Assets; (d) those parties requesting notice pursuant to Bankruptcy Rule 2002; (e) counsel to the DIP Agent (as defined in the DIP Orders); (f) counsel to each agent for the Debtors’ Prepetition Secured Lenders; (g) majority holders of Senior Secured PIK Toggle Notes due 2017 issued by the Debtors; and (h) majority holders of Senior Secured Convertible Notes due 2018 (collectively, the “**Notice Parties**”);
 - (v) the content of the De Minimis Asset Sale Notice shall consist of:
 - identification of the De Minimis Assets being sold or transferred and its location;

- identification of the purchaser of the assets and any relationship such party has with the Debtors;
 - identification of any parties known to the Debtors as holding liens or encumbrances on the assets subject to the De Minimis Assets being sold and a statement indicating whether all such liens or encumbrances are capable of monetary satisfaction;
 - the purchase price; and
 - any other significant terms of the sale or transfer; and
 - date and time within which objections may be filed and served on the Debtors;
- (vi) Objections, if any, must be in writing and served on the other Notice Parties and counsel to the Debtors so as to be received by all such parties prior to 4:00 p.m. (Eastern Time) on the fifth business day after service of the De Minimis Asset Sale Notice and must state with specificity the grounds for the objection;
- (vii) if no written objections are filed by any of the Notice Parties within five (5) business days of service of such De Minimis Asset Sale Notice, the Debtors are authorized to immediately consummate such transaction; and
- (viii) if a written objection is received from a Notice Party within such five (5) business day period that cannot be resolved, the objection will be deemed a request for a hearing on the objection at the next scheduled hearing, subject to adjournment by the Debtors, and the relevant De Minimis Asset(s) shall only be sold upon withdrawal of such written objection or further order of the Court specifically approving the sale or transfer of the De Minimis Asset(s);

and it is further

ORDERED that, the De Minimis Asset Sale Procedures shall not apply to any sales or transfers of assets that involve an employee or an “insider” of the Debtors as such term is defined in section 101(31) of the Bankruptcy Code; and it is further

ORDERED that sales of De Minimis Assets that are consummated pursuant to the De Minimis Asset Sale Procedures shall be deemed arm’s-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code; and it is further

ORDERED that the De Minimis Asset Sale Procedures shall not apply to any transaction that involves the assumption and the assignment of unexpired leases of nonresidential real property or the requirements of section 365 of the Bankruptcy Code; and it is further

ORDERED that the absence of an objection to the relief requested in the Motion combined with the absence of a timely objection to the sale or transfer of the De Minimis Assets in accordance with the terms of this Final Order shall be determined to be “consent” to such sale or transfer free and clear of Liens and Claims within the meaning of section 363(f)(2); and it is further

ORDERED that, except as specifically provided in the applicable sale or transfer document, sales and transfers of De Minimis Assets shall be free and clear of all Liens and Claims, with such Liens and Claims, if any, to attach to the proceeds of such assets with the same validity and enforceability, to the same extent, subject to the same defenses, and with the same amount and priority as they attached to such assets immediately prior to the closing of the applicable sale; and it is further

ORDERED that the Debtors are authorized, but not directed, to abandon De Minimis Assets under the following procedures (the “**De Minimis Asset Abandonment Procedures**”):

- (a) For De Minimis Assets that the Debtors believe in their sound business judgment have a fair market value (“**Market Value**”), less than or equal to \$250,000:
 - (i) the Debtors are authorized to abandon such De Minimis Assets if the Debtors determine in the reasonable exercise of their business judgment that such abandonment is in the best interest of the estates, without further order of the Court or notice to any party; provided that the Debtors shall, at least five (5) business days prior to abandoning De Minimis Assets, serve notice of such abandonment by e-mail, facsimile or overnight delivery service (each notice, an “**Abandonment Notice**”) on the landlord of the premises for which the De Minimis

Assets are being abandoned and its counsel, if known.

- (b) For De Minimis Assets that the Debtors believe in their sound business judgment have a Fair Market Value greater than \$250,000 but less than or equal to \$5,000,000:
- (i) The Debtors shall, at least five (5) business days prior to abandoning De Minimis Assets, serve an Abandonment Notice on the Notice Parties;
 - (ii) the content of the Abandonment Notice shall consist of: (a) the location and identification of the De Minimis Assets being abandoned; and (b) a summary of the reasons for abandoning such De Minimis Assets;
 - (iii) if a written objection is received from a De Minimis Notice Party within such five (5) business day period that cannot be resolved, the relevant De Minimis Assets shall only be abandoned upon withdrawal of such written objection or further order of the Court.

and it is further;

ORDERED that in addition to the Debtors' obligation to reasonably consult with the Creditors' Committee and the DIP Agent, the Debtors will file a report with the Court and serve on all parties entitled to notice in the cases, within 30 days after each calendar quarter, summarizing any sales, transfers, or abandonments consummated pursuant to the De Minimis Asset Procedures; and it is further

ORDERED that any personal property of the Debtors remaining at a Closing Store after the effective date of rejection of the lease shall be deemed abandoned as of the Rejection Date; and it is further

ORDERED that with respect any De Minimis Assets abandoned under the De Minimis Asset Abandonment Procedures herein and located at one of the Debtors' leased properties, the applicable landlord or other designee shall be free to dispose of such property without liability to any party and without further notice or order of the Court; provided, that

notwithstanding anything to the contrary in this Final Order, the Debtors are not authorized hereunder to abandon, and are directed to remove, any hazardous (as such term is defined in federal, state, or local law, rule, regulation or ordinance) materials at any premises subject to a nonresidential real property lease or sublease. Landlords' rights, if any, to file claims for the costs of disposal of such property are fully reserved, as are the rights of any party in interest to object to such claims; and it is further

ORDERED that service of the De Minimis Asset Sale Notice and/or the De Minimis Asset Abandonment Notice is sufficient notice of the sale, transfer, and/or abandonment of such De Minimis Assets; and it is further

ORDERED that the Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the sale, transfer, or abandonment of De Minimis Assets, including reasonable commission fees to agents, brokers, auctioneers and liquidators, if any; and it is further

ORDERED that any payment made or to be made under this Final Order, and any authorization contained in this Final Order, shall be subject to the terms of the DIP Orders; and it is further

Lease Rejection Procedures

ORDERED that the following procedures for the Debtors' rejection of unexpired nonresidential real property leases and/or subleases pursuant to section 365 of the Bankruptcy Code (the "**Lease Rejection Procedures**") are hereby approved and established in the Debtors' chapter 11 cases:

- (a) Rejection Notice. The Debtors will file a notice (the "**Rejection Notice**") substantially in the form attached hereto as **Exhibit 2** to reject the identified unexpired lease(s) and/or sublease(s) pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the unexpired lease(s) and/or sublease(s) to be rejected; (ii) the names and addresses of the counterparties to such unexpired lease(s)

and/or sublease(s); (iii) the proposed effective date of the rejection for each such unexpired lease(s) and/or sublease(s) (“**Rejection Date**”); and (iv) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice shall include the proposed order approving rejection of the unexpired lease(s) and/or sublease(s) (the “**Rejection Order**”).

- (b) Rejection Date. The Rejection Date for any unexpired lease and/or sublease shall not be before the later of: (i) service of the Rejection Notice; or (ii) the delivery of the keys, key codes, and alarm codes to the premises to the applicable lease counterparty and (x) the Debtors’ unequivocal surrender of the leased premises in broom clean condition with all property that is not owned by the lease and sublease counterparty removed from the premises including any and all hazardous (as such term is defined in any federal, state or local law, rule, regulation or ordinance) materials, or (y) five business (5) days after the Abandonment Notice is sent to applicable third parties, without further notice, hearing or order of this Court. The Rejection Date for any unexpired lease sublet to a third party and any related sublease shall not be before ten (10) calendar days after the service of the Rejection Notice.
- (c) Service of the Rejection Notice. The Debtors will cause the Rejection Notice to be served by (i) overnight mail upon the unexpired lease or sublease counterparties, and their counsel, if known, affected by the Rejection Notice and (ii) e-mail upon the Notice Parties.
- (d) Objection Procedures. Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the Court and is actually received by the Notice Parties no later than ten (10) calendar days after the date the Debtors serve the relevant Rejection Notice (the “**Rejection Objection Deadline**”).
- (e) Event of No Objection. Absent an objection being filed by the Rejection Objection Deadline, the Debtors shall submit the proposed Rejection Order within five (5) days of the Rejection Objection Deadline, together with a statement confirming the absence of any timely objections to the relief granted by the Rejection Order. The Rejection Order shall set forth the applicable bar date for filing claims arising from the rejection of such unexpired lease(s) and/or sublease(s) and the Rejection Date.
- (f) Unresolved Objections. If an objection to the rejection of any unexpired lease(s) and/or sublease(s) is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing for the Court to consider the objection for the unexpired lease(s) and/or sublease(s) to which such objection(s) relates at the next scheduled omnibus hearing after the Rejection Objection Deadline, unless the Debtors and lease and sublease counterparties, as applicable, agree to an earlier hearing date and subject

to the Court's schedule. If such objection is overruled or withdrawn, such unexpired lease(s) and/or sublease(s) shall be deemed rejected as of the Rejection Date or such other date to which the Debtors and the counterparty to such unexpired lease(s) and/or sublease(s) have agreed or such other date as determined by the Court.

ORDERED that, pursuant to section 365 of the Bankruptcy Code, the Debtors' rejection of any unexpired nonresidential real property lease and/or sublease, in accordance with the Lease Rejection Procedures set forth in this Final Order is hereby approved; and it is further

ORDERED that the Debtors' rejection of the Initial Closing Store Leases pursuant to section 365(a) of the Bankruptcy Code is an exercise of the Debtors' sound business judgment and is in the best interest of the Debtors' estates and creditors; and it is further

ORDERED that, to the extent that the Debtors determine that property located in the Initial Closing Stores or any other premises that are the subject of any rejected unexpired nonresidential real property lease or sublease has little or no value or that the preservation thereof will be burdensome to their estates compared with the expense of removing and storing such property, the Debtors are authorized to abandon, in their sole discretion, such property as of the Rejection Date pursuant to section 554 of the Bankruptcy Code, consistent with the requirements set forth in the De Minimis Asset Abandonment Procedures; provided that the Debtors shall provide any known third party (and their counsel, if known) holding or asserting any Lien and Claim against such property, any known third party (and their counsel, if known) to a personal property lease pertaining to such property with five (5) business days prior notice of such Abandonment Notice and shall afford such third parties the opportunity to make arrangements to remove such property in a manner acceptable to the Debtors and the applicable landlords by the Rejection Date; and provided further, that the Debtors are not authorized, without further order of the Court, to abandon any hazardous (as such term is defined in any federal, state or local law, rule, regulation or ordinance) materials at any premises subject to a

unexpired lease and/or sublease and any such hazardous (as such term is defined in any federal, state or local law, rule, regulation or ordinance) materials shall be removed prior to the Rejection Date; and it is further

ORDERED that pursuant to section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the Debtors are authorized, in their sole discretion, to abandon their property located within an Initial Closing Store free and clear of any interests, effective as of the Rejection Date for such lease, and any property located on the premises of a lease that is rejected in accordance with the terms hereof shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code without further notice or order of this Court, free and clear of any interests of any other party, and any landlord or other designee shall be free to dispose of same without notice or liability to any party. Landlords' rights, if any, to file claims for the costs of disposal of such property are fully reserved, as are the rights of all parties in interest to object to such claims; and it is further

ORDERED that the counterparties to unexpired nonresidential real property leases and/or subleases that are rejected pursuant to the Lease Rejection Procedures are hereby required to file a proof of claim relating to the rejection of such unexpired nonresidential real property leases and/or subleases, if any, by the later of (a) any applicable claims bar date established in these chapter 11 cases or (b) thirty (30) days after the entry of the Rejection Order; and it is further

ORDERED that the Lease Rejection Procedures shall not invalidate or modify any right the DIP Lenders and/or the DIP Agent may have to notice of any rejection of any unexpired nonresidential real property leases and/or subleases pursuant to the DIP Order; and it is further

ORDERED that the Lease Rejection Procedures comply with the requirements of Bankruptcy Rule 6006(f); and it is further

ORDERED that the approval of the Lease Rejection Procedures and this Final Order will not prevent the Debtors from seeking to reject an unexpired lease by separate motion; and it is further

Liquidation Consulting Agreement

ORDERED that the Debtors are authorized to enter into a Liquidation Consulting Agreement with Gordon Brothers Retail Partners LLC, the Liquidation Consultant, in connection with the Initial Closing Stores; and it is further

ORDERED that the Debtors are authorized to establish a sinking fund in satisfaction of amounts due to the Liquidation Consultant under the Liquidation Consulting Agreement; and it is further

ORDERED that the Debtors are authorized, in their sole discretion and upon reasonable consultation with the DIP Agent and the Creditors' Committee, to enter into subsequent Liquidation Consulting Agreements on substantially similar or better terms with other Liquidation Consultants without further order of the Court; and it is further

ORDERED that any payment made or to be made under this Final Order, and any authorization contained in this Final Order, shall be subject to the terms of the DIP Orders; and it is further

ORDERED that notwithstanding anything herein to the contrary, (a) nothing in this Final Order shall in any way limit, subordinate, or constitute a waiver of any rights and priorities of claimants with trust rights under the Perishable Agricultural Commodities Act

(“PACA”) or the Packers and Stockyards Act (“PASA”), all such rights hereby being expressly reserved, and (b) nothing herein in any way purports to grant any liens or priorities contrary to the statutory trust protections afforded under PACA or PASA; and it is further

ORDERED that the rights and interests, if any, of Union County Realty Group LLC, solely with respect to the FF&E at the Debtors’ store located at 651 N. Stiles Street, Linden, New Jersey 07036, operating under the Pathmark banner, are preserved and at least five (5) business days’ notice shall be given to it and its counsel appearing on its behalf in these chapter 11 cases, before any sale of such FF&E; and it is further

ORDERED that nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final Order, other than as expressly provided for herein, is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; and it is further

ORDERED that notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party; and it is further

ORDERED that the requirements of Bankruptcy Rule 6004(a) are hereby waived; and it is further

ORDERED that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all action necessary to carry out this Final Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Final Order.

Dated: August 13, 2015
White Plains, New York

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Initial Closing Stores

Rejection Schedule of Initial Closing Store Leases

STORE ID NO.	COUNTERPARTY-LANDLORD	DEBTOR	PROPERTY ADDRESS	LEASE EXPIRATION DATE
70212	Riverhead Centre, LLC	A&P Real Property, LLC	1510 Old Country Rd. Riverhead, NY	Jul. 31, 2023
70213	3620 Long Beach Road LLC (as successor in interest to Nathan Serota)	A&P Real Property, LLC	3620 Long Beach Rd Oceanside, NY	June 30, 2021
70244	East Marlboro Associates	A&P Real Property, LLC	863 E. Baltimore Pike Kenneth Square, PA	Aug. 31, 2017
70314	Center Square Plaza Associates	A&P Real Property, LLC	1301 Skippack Pike Center Square, PA	May 22, 2020
70343	AVR CP-TWO, LLC	A&P Real Property, LLC	2 Westbury Avenue Carle Place, NY	Aug. 31, 2015
70562	C'PIA, LLC	A&P Real Property, LLC	Route 13 & Maple Rd (aka 2105 Philadelphia Pike) Claymont DE	Apr. 30, 2020
70597	Basser-Kaufman of Matawan, L.L.C.	A&P Real Property, LLC	325 Route 35 Cliffwood, NJ	Mar. 31, 2023
70656	Holmdel Towne Center, LLC	A&P Real Property, LLC	2101 Route 35 Holmdel, NJ	Mar. 31, 2018
70726	Delaware 1851 Associates, LP	A&P Real Property, LLC	1851 S. Christopher Columbus Blvd Philadelphia, PA	Sept. 30, 2020
72128	BOIV Belleville MCB, LLC	A&P Real Property, LLC	115 Belmont Ave Belleville, NJ	Jan. 31, 2034
72175	Cliffpass SPE Corp., successor to Cliffpass Development, Inc.	A&P Real Property, LLC	Botany Plaza 85 Ackerman Ave Clifton, NJ	Mar. 31, 2017
72185	Clifton Grocery Stores, LLC	A&P Real Property, LLC	895 Paulison Ave Clifton, NJ	Mar. 31, 2033
72512	Union County Realty Group LLC, as successor in interest to Valley Circle, Inc.	A&P Real Property, LLC	651 North Stiles St Linden, NJ	Jan. 31, 2025
72535	Wick Shopping Plaza Associates, L.L.C.	A&P Real Property, LLC	561 Route 1, Unit B Edison, NJ	Oct. 31, 2017
72538	MCB East Brunswick, LLC	A&P Real Property, LLC	50 Race Track Rd East Brunswick, NJ	Oct. 31, 2033
72564	OLP-MCB Philly- Cottman, LP, as successor in interest to 840 Cottman Associates, LLC	A&P Real Property, LLC	840 Cottman Ave. Philadelphia, PA	Sept. 30, 2021

STORE ID NO.	COUNTERPARTY-LANDLORD	DEBTOR	PROPERTY ADDRESS	LEASE EXPIRATION DATE
72567	Garnet Company	A&P Real Property, LLC	420 MacDade Blvd Folsom, PA	May 31, 2017
72581	Old Bridge Plaza Associates, LLC	A&P Real Property, LLC	1043 US Route 9 Old Bridge, NJ	Oct. 31, 2017
72582	Indian Head Plaza Associates, successor in interest to Peter L. Levine	A&P Real Property, LLC	1256 Indian Head Road Toms River, NJ	Jan. 31, 2020
72589	Realty Income Corporation as successor to Inland Diversified Wilmington Lancaster, L.L.C. as successor to WE APP Wilmington LLC	A&P Real Property, LLC	3901 Lancaster Pike Wilmington, DE	Nov. 30, 2030
72623	New York Grocery DST	A&P Real Property, LLC	1764 Grand Avenue, Baldwin NY	Nov. 30, 2030
72663	Kimco Centereach, LLC	A&P Real Property, LLC	2150 Middle Country Rd Centereach, NY	Sept. 30, 2020
76248	Echo Swedesford Associates LP as successor in interest to 400 West Swedesford Road Holdings LLC, as successor in interest to Swedesford Shopping Center Acquisition, LLC	A&P Real Property, LLC	400-450 W. Swedesford Rd Devon, PA	Apr. 30, 2021
76363	Walnutport Associates	Super Fresh Food Markets, Inc. and/or A&P Real Property, LLC as successor in interest	300 S. Best Ave & Main St Walnutport, PA	June 30, 2021
76723	US Bank National Association, as successor in interest to Liberty Plaza Limited Partnership	A&P Real Property, LLC	85 Franklin Mills Blvd Philadelphia, PA	Nov. 30, 2020

EXHIBIT 2

Form Rejection Notice

**NOTICE OF REJECTION OF CERTAIN
UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES**

PLEASE TAKE NOTICE that, on July 19, 2015 (the “**Commencement Date**”), The Great Atlantic & Pacific Tea Company, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”),¹ each commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

PLEASE TAKE FURTHER NOTICE that, on the Commencement Date, the Debtors filed the *Motion of Debtors Pursuant to 11 U.S.C. §§ 105, 363, 365 and 554 for Approval of (I) Global Procedures for (A) Store Closings, (B) the Expedited Sale, Transfer, or Abandonment of De Minimis Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases, and (II) Entry into a Liquidation Consulting Agreement* [Docket No. 20] (the “**Motion**”). The Motion was supplemented on July 26, 2015 [Docket No. 178]. On July 27, 2015 the Bankruptcy Court entered the order granting the Motion on an interim basis [Docket No. 204] and on [____], 2015, entered the order granting the Motion on a final basis [Docket No. ____] (together, the “**Order**”). A copy of the Order is attached hereto and capitalized terms used herein but not defined shall have the meanings ascribed to them in the Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corporation (7132); APW Supermarkets, Inc. (9509); Borman’s, Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (6664); Montvale-Para Holdings, Inc. (2947); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge LLC (5965); Shopwell, Inc.(3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport, Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the Debtors hereby provide notice of their intent to reject the lease(s) referenced below (the “Lease”):

1) Landlord	
2) Debtor Entity	
3) Store ID Number	
4) Real Property Lease Address	
5) Expiration Date of Lease	

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the rejection of the Lease shall become effective (the “**Rejection Date**”) as of the date that is the later of: (i) service of this “Notice of Rejection of Certain Nonresidential Real Property Leases” (the “**Rejection Notice**”); or (ii) the delivery of the keys, key codes, and alarm codes to the premises to the applicable lease counterparty and (x) the Debtors’ unequivocal surrender of the leased premises in broom clean condition with all property that is not owned by the lease and sublease counterparty removed from the premises including any and all hazardous (as such term is defined in any federal, state or local law, rule, regulation or ordinance) materials, or (y) five business (5) days after the Abandonment Notice is sent to applicable third parties, without further notice, hearing or order of this Court.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors’ rejection of the Lease, you must file and serve a written objection so that such objection is filed with the Bankruptcy Court and **actually received** no later than 10 calendar days after the date that the Debtors served this Rejection Notice on the following parties (the “**Notice Parties**”): (i) counsel for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New

York 10153, Attn.: Ray C. Schrock, P.C., Garrett A. Fail, Esq. and Sunny Singh, Esq.; (ii) counsel to the Creditors' Committee, Pachulski, Stang, Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert Feinstein, Esq.); and (iii) the Office of the United States Trustee for Region 2, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York, Attn: Brian Masumoto, Esq.

PLEASE TAKE FURTHER NOTICE that absent such an objection being filed and served in compliance with the foregoing, the rejection of the Lease shall become effective as of the Rejection Date without further notice, hearing or order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and served on the Notice Parties as specified above, the Bankruptcy Court will schedule a hearing to consider that objection. If the Bankruptcy Court upholds the objection and determines the effective date of rejection of such lease, that date shall be the rejection date. If such objection is overruled or withdrawn or the Bankruptcy Court does not determine the date of rejection, the rejection date of such lease shall be deemed to have occurred on the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a lessor as a security deposit or arrangement, such lessor or contract counterparty may not off-set or otherwise use such deposit without prior authorization from the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion is available at <https://cases.primeclerk.com/aptea>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <https://ecf.nysb.uscourts.gov>.

Dated: [____], 2015
New York, New York

Ray C. Schrock, P.C.
Garrett A. Fail
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors
and Debtors in Possession*

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

-----X
In re :
: **Chapter 11**
THE GREAT ATLANTIC & PACIFIC TEA :
COMPANY, INC., et al., : **Case No. 15-23007 (RDD)**
: **(Jointly Administered)**
Debtors.¹ :
-----X

AFFIDAVIT OF SERVICE

I, Hassan Alli-Balogun, depose and say that I am employed by Prime Clerk LLC (“**Prime Clerk**”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On August 13, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following documents to be served 1) in the manners set forth on the Master Service List attached hereto as **Exhibit A**:

- Final Order Authorizing, but not Directing, Debtors to (A) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (B) Pay and Honor Employee Medical and Other Benefits, and (C) Continue Employee Benefits Programs, and for Related Relief [Docket No. 544]
- Amended Final Order Approving (I) Global Procedures for (A) Store Closings, (B) the Expedited Sale, Transfer, or Abandonment of De Minimis Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases, and (II) Entry into a Liquidation Consulting Agreement [Docket No. 546]

[Remainder of page intentionally left blank]

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corp. (7132); APW Supermarkets, Inc. (9509); Borman’s Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (2947); Montvale-Para Holdings, Inc. (6664); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge, LLC (5965); Shopwell, Inc.(3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

On August 13, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail on the Bank Service List attached hereto as Exhibit B:

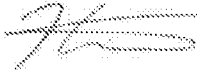
- Final Order Authorizing, but not Directing, Debtors to (A) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (B) Pay and Honor Employee Medical and Other Benefits, and (C) Continue Employee Benefits Programs, and for Related Relief [Docket No. 544]

On August 13, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served 1) via First Class Mail on the Triple Negative Landlord Service List attached hereto as Exhibit C, 2) via First Class Mail to the UCC Lien Service List attached hereto as Exhibit D and 3) via First Class Mail to the Governmental Agencies Service List attached hereto as Exhibit E:


- Amended Final Order Approving (I) Global Procedures for (A) Store Closings, (B) the Expedited Sale, Transfer, or Abandonment of *De Minimis* Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases, and (II) Entry into a Liquidation Consulting Agreement [Docket No. 546]

Dated: August 18, 2015

State of New York
County of New York


Hassan Alli-Balogun

Subscribed and sworn to (or affirmed) before me on August 18, 2015, by Hassan Alli-Balogun, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 

DAVID M. SMITH
NOTARY PUBLIC-STATE OF NEW YORK
No. 029M6300826
Qualified in New York County
My Commission Expires April 07, 2018

Exhibit A

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counselor Cross Path Realty LLC	Ademan, Lenine, Cullen, Brickman & Limmer, LLP	Attr: Brian J. Greco, Esq. 1010 Northern Boulevard Great Neck NY 11021	bgreco@ackermanliven.com	Email
Counselor Airgas USA, LLC and its related entities	Airgas, Inc.	Attr: N Van Kneken 259 Radnor-Chester Road, Suite 100 P.O. Box 6675 Radnor PA 19087-8675	kv.van.kneken@airgas.com	Email
Counselor Santander, N.A.	Akerman LLP	Attr: Susan F. Balaschak, Esq. 666 Fifth Avenue 20th Floor New York NY 10103	susan.balaschak@akerman.com	Email
Counselor Bank of America, N.A.	Akston & Bird LLP	Attr: David A. Wender 1201 West Peachtree Street Atlanta GA 30309	david.wender@akston.com	Email
Counselor Bank of America, N.A.	Akston & Bird LLP	Attr: William Hao 90 Park Ave. New York NY 10016	william.hao@akston.com	Email
Counselor Bank of America, N.A.	Akston & Bird LLP	Attr: Jay B. Feldman, Esq. 1500 Lawrence Avenue CN-7807 Ocean NJ 07712	william.hao@akston.com	Email
Counselor Dave Marron Corp.	Ansell Grimm & Aaron, PC	Attr: Darryl S. Laddin, Esq. & Frank N. White, Esq. 171 17th Street, NW Suite 2100 Atlanta GA 30363-1031	jl@ansellgrimm.com	Email
Counselor Sysco Metro New York, LLC	Arnall Golden Gregory LLP	Attr: William F. Denner Labor Division, Cadillac Place 303 W. Grand Blvd., 10-200 Detroit MI 48202	darryl.laddin@agg.com frank.white@agg.com	Email
Counselor Self Insurers' Security Fund and Funds Administration	Attorney General of the State of Michigan	Attr: S. Stewart Smith, Esq. 270 Madison Avenue New York NY 10016	dennerb@micligan.gov	Email
Counselor Allied Jackson Heights LLC	Belkin Burden Weng & Goldman, LLP	Attr: Andrew B. Eckstein & Josef W. Wirtz The Chrysler Building 405 Lexington Avenue New York NY 10174	ssmith@bwvg.com aeckstein@bankrome.com jwirtz@bankrome.com	Email
Counselor FacilitySource, LLC	Blank Rome LLP	Attr: Bernard P. Kennedy, Esq. 1010 Franklin Avenue Suite 200 Garden City, NJ 11530	bkenedy@brk.com	Email
Counselor King Killen Grocery Co., Inc.	Bond Schoenack & King, PLLC	Attr: Stephen A. Donato, Esq. One Lincoln Center 18th Floor Syracuse NY 13202	sdonato@bsk.com	Email
U.F.C.W. & Local 1500 Pension Fund	Bond Schoenack & King, PLLC	Attr: Judith P. Brogan, Esq., Amy F. Shulman, Esq. & Vincent Torreggiano, Esq. One Penn Plaza Suite 2016 New York NY 10119	jbrogan@brostul.com ashulman@brostul.com vtorreggiano@brostul.com	Email
Counselor Gotham Technology Group, LLC	Bryan Cave LLP	Attr: Michelle McMahon, Esq. 1290 Avenue of the Americas New York NY 10104	michelle.mcmahon@bryancave.com	Email
Counselor Oracle America, Inc. & Oracle Credit Corporation	Buchalter Nemer, A Professional Corporation	Attr: Shawn W. Christianson, Esq. 55 Second Street San Francisco CA 94105-3493	schristianson@buchalter.com	Email
Counselor McKesson Corporation and its corporate affiliates (collectively, "McKesson")	Buchalter Nemer, PC	Attr: Jeffrey K. Garfinkle, Esq. 18400 Von Karman Avenue Suite 800 Irvine CA 92612	jgarfinkle@buchalter.com	Email
Counselor Environmental Products Corporation	Carmody Torrance Sandak & Hennessy LLP	Attr: Marc J. Kurzman, Esq. 707 Summer Street Stamford CT 06901	mkurzman@carmodylaw.com	Email
Counselor Environmental Products Corporation	Carmody Torrance Sandak & Hennessy LLP	Attr: Thomas J. Sansone 195 Church Street P.O. Box 1950 New Haven CT 06509-1950	tsansone@carmodylaw.com	Email

TRADEMARK

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counselor ParkMed Pharmaceuticals, LLC as subsidiary of Cardinal Health, Inc.; Westchester Fire Insurance Company	Chesa Shahinian & Giannomasi PC	Attr: Michael C. Caruso, Esq. One Boland Drive West Orange NJ 07032 Attr: Scott A. Zuber, Esq. One Boland Drive West Orange NJ 07032	mcaruso@csrlaw.com zuber@csrlaw.com	Email
Counselor ParkMed Pharmaceuticals, LLC, as subsidiary of Cardinal Health, Inc.; Westchester Fire Insurance Company	Chesa Shahinian & Giannomasi PC	Attr: Kevin J. Simard, Esq., John F. Ventola, Esq. & Gregory Kopez, Esq. Two International Place Boston MA 02110 Attr: David W. Blau, Esq. & Paul S. Magy, Esq. 1515 Old Woodward Ave. Ste. 200 Birmingham MI 48009	ksimard@choate.com jventola@choate.com gkopez@choate.com dblau@clarkhill.com pmagy@clarkhill.com	Email
Counselor Cedar-Carnan's, LLC	Clark Hill PLC	Attr: David R. Hock 330 W. 42nd St. New York NY 10036 Attr: Rebecca A. Hayes 330 W. 42nd St. New York NY 10036	dhock@cvsny.com rhayes@cvsny.com	Email
Counselor for the United Food and Commercial Workers International Union	Cohen, Weiss and Simon LLP	Attr: Richard M. Seltzer 330 W. 42nd St. New York NY 10036	rseltzer@cvsny.com	Email
Counselor for the United Food and Commercial Workers International Union	Cohen, Weiss and Simon LLP	Attr: Thomas N. Cantara 330 W. 42nd St. New York NY 10036 Attr: Scott D. Rosen, Esq. 100 Pearl Street 12th Floor Hartford CT 06103	tcantara@cvsny.com srosen@chsrlaw.com	Email
Counselor for the United Food and Commercial Workers International Union	Cohen, Weiss and Simon LLP	Attr: Scott D. Rosen, Esq. 100 Pearl Street 12th Floor Hartford CT 06103	ksbaum@coleschotz.com jheinstood@coleschotz.com	Email
Counselor Kellogg Company	Cole Schotz PC	Attr: Michael D. Warner, Esq. 301 Commerce Street Suite 1700 Fort Worth TX 76102 Attr: Dennis A. Engall, Esq., John S. Groatke, Esq. & Michael D. Basso 100 Crossways Park Drive West Suite 200 Woodbury NY 11797	mwarner@coleschotz.com dae@colnlaw.com jsg@colnlaw.com mdu@colnlaw.com mrosenan@culleinanddykman.com eboulafra@culleinanddykman.com bpollack@culleinanddykman.com	Email
Counselor Kellogg Company	Cole Schotz PC	Attr: Dennis A. Engall, Esq., John S. Groatke, Esq. & Michael D. Basso 100 Crossways Park Drive West Suite 200 Woodbury NY 11797	mwarner@coleschotz.com	Email
Counselor for United Food and Commercial Workers Union, Local 1500	Colletan, O'Hara & Mills LLP	Attr: Matthew G. Roseman, Esq., Elizabeth W. Aboulafia, Esq. & Bonnie L. Pollack, Esq. 100 Quentin Roosevelt Boulevard Garden City NY 11530	mrosenan@culleinanddykman.com eboulafra@culleinanddykman.com bpollack@culleinanddykman.com	Email
Counselor for New York Community Bank	Cullen and Dykman LLP	Attr: Robert Szewajnos, Esquire 250 N. Pennsylvania Avenue Morristown PA 19067	rsz@curthhefner.com	Email
Counselor for New Hope Center, LP	Curtin & Heefner LLP	Attr: Jonathan S. Pasternak, Esq. & Julie Cvek Curley, Esq. One North Lexington Avenue 11th Floor White Plains NY 10601	jpasternak@ddw-law.com jcurley@ddw-law.com	Email
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Counselor for The Vucalpa Companies, LLC and their affiliated funds	The Vucalpa Companies, LLC	Attn: Members of the Honorable Judge Robert D. Drain 300 Quarropas Street Room 248 White Plains NY 10601	rdrain@vucalpac.com	First Class Mail
Counselor for Two Paragon Drive, LLC & A R L L C	Trenk, Dirpasquale, Della Fera & Sodoro, PC	Attn: Bankruptcy Division 86 Chambers St. 3rd Floor New York NY 10007	David.Jones@usdoj.gov Jeffrey.Ostericher@usdoj.gov Joseph.Cordera@usdoj.gov Carmia.Schoenberg@usdoj.gov	First Class Mail
U.S. Bank National Association, as trustee under that certain Indenture for Senior Secured PIK Toggle Notes due 2017 (the "Prepetition PIK Notes"), and as trustee under that certain Indenture for Senior Secured Convertible Notes due 2018 (the "Prepetition Convertible Notes")	U.S. Bank National Association	Attn: Champions of the Honorable Judge Robert D. Drain 300 Quarropas Street Room 248 White Plains NY 10601	rdrain@vucalpac.com	First Class Mail
United States Bankruptcy Court for the Southern District of New York	United States Bankruptcy Court for the Southern District of New York	Attn: Michael D. Cohen & Michael I. Rieba 1633 Broadway 47th Floor New York NY 10019	mcohen@vedderprice.com mriela@vedderprice.com	Email
United States Attorney's Office for the Southern District of New York	US Attorney for Southern District of New York	Attn: Eric H. Horn, Esq. 220 South Orange Avenue Suite 200 Livingston NJ 07039	ehorn@vogelbasdpc.com	Email
Counselor for Imperial Bag & Paper Co., LLC	Vedder Price PC	Attn: Eric H. Horn, Esq. 220 South Orange Avenue Suite 200 Livingston NJ 07039	mcohen@vedderprice.com mriela@vedderprice.com	Email
Counselor for Daily News, L.P.	Vogel Basch, PC		ehorn@vogelbasdpc.com	Email

TRADEMARK

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counselor for Daily News, L.P.	Vogel Bach, PC	1745 Broadway 17th Floor New York, NY 10019	hvogel@vogelbachpc.com	Email
Interested Party	Vornado Realty Trust	888 Seventh Avenue 43rd Floor New York, NY 10019	eburter@vno.com	Email
Counselor for P.S.K. Supermarkets, Inc. Counselor for Danpar Associates Limited Partnership; Ironbound Plaza Urban Renewal Assoc., LLC; Indian Head Plaza Associates; James R. Weill and Douglas Friedlich, Successor Co-Trustees; Under Trust Indenture dated March 24, 1969, d/b/a Maplewood Joint Venture; Union County Realty Group Limited Liability Company; 510 Valley Montclair, LLC	Wachtel Missry LLP	885 Second Avenue 47th Fl. New York, NY 10017	cohen@wrmlp.com	Email
Counselor for South White Shopping Center Associates	Weiss, Zarett, Brofman & Sonnenker, PC	110 Allen Road Suite 304 Basking Ridge, NJ 07920	sturista@wslaw.com ray.schrock@weil.com garrett.fai@weil.com sunny.singh@weil.com Adam.Lavine@weil.com Danielle.Donovan@weil.com Nelly.Almeida@weil.com Dana.Kaufman@weil.com	Email
Counselor to Debtors	Well Gotschal & Wanges LLP	767 Fifth Avenue New York, NY 10153	mbrofman@weisszarett.com	Email
Counselor for Wells Fargo Bank, National Association, in its capacity as Agent for the Lenders, pursuant to that certain Amended and Restated Senior Secured Term Credit Agreement dated September 17, 2014	Wells Fargo Bank, National Association	18th Floor Boston, MA 02108	emily.abrahamson@wellsfargo.com	First Class Mail
Wells Fargo Bank, National Association, in its capacity as Agent for the Lenders, pursuant to that certain Amended and Restated Senior Secured Revolving Credit Agreement dated September 17, 2014	Wells Fargo Bank, National Association	18th Floor Boston, MA 02108	rew@weltrusk.com mat@weltrusk.com	Email
Counselor for Universal Environmental Consulting, Inc.	Westman & Moskowitz, LLP	1201 RKR Plaza Uniondale, NY 11556	mhennessy@westernmlp.com tdraghi@westernmlp.com	Email
Counselor for CMM Associates, LLC; Vets & Spartan LLC and Rosmar Holding Company L.P.	Westerman Ball Federer Miller Zucker & Sharfstein, LLP	200 South Biscayne Blvd., Suite 4900 Miami, FL 33131	jcunningham@whitecase.com kmcgill@whitecase.com	Email
Counselor for The Stop & Shop Supermarket Company, LLC	White & Case LLP	250 W. 34th Street, Suite 4110 New York, NY 10119-4115	fortree@whiteandwilliams.com vergara@whiteandwilliams.com	Email
Counselor for Pepperidge Farm, Incorporated 34289	White and Williams LLP	The Renaissance Centre, Suite 500 405 North King Street Wilmington, DE 19801-3700	sgerald@wrplaw.com	Email
Counselor for Talles Robbins Rehoboth, L.L.C.	Whiteford Taylor & Preston, LLC	7501 Wisconsin Avenue Bethesda, MD 20814	bstrickland@wrplaw.com	Email
Counselor for Talles Robbins Rehoboth, L.L.C.	Whiteford Taylor & Preston, LLP	1515 Broadway New York, NY 10036	esnyder@wilkauslander.com	Email
Counselor for 32nd Street Southeast Company, L.P.	Wilk Auslander LLP	P.O. Box 4128 Tallahassee, FL 32315-4128	jsorenson@wgdlaw.com trahleuven@wgdlaw.com	Email
Counselor for Florida Self Insurers Guaranty Association, Inc.	Williams, Gaurter, Gwynn, DeLoach & Sorenson, PA	1133 Westchester Avenue White Plains, NY 10604	mark.ledwin@wilsonseker.com	Email
Counselor for TOMRA of North America, Inc.	Wilson, Eber, Moskowitz, Edelman & Dicker LLP			Email

TRADEMARK

Master Service List
Served as set forth below

DESCRIPTION	NAME	ADDRESS	METHOD OF SERVICE
Counsel for the State of Wisconsin Department of Workforce Development	Wisconsin Department of Justice	Attn: Brad D. Schirrel & F. Mark Bromley PO Box 7857 Madison WI 53707-7857	bromley/fm@dwi.state.wi
			First Class Mail and Email

Exhibit B

Bank Service List
Served via First Class Mail

Name	Notice Name	Address 1	Address 2	City	State	Zip
Bank of America	Margaux Newell - Director	101 S. Tyron Street		Charlotte	NC	28255
Citibank	Nadia Millwood - Chief Financial Specialist	388 Greenwich St	21st FL	New York	NY	10013
Lake Region State Bank	c/o Solutran - Laura Cedeno	3800 Holly Lane	Suite 60	Minneapolis	MN	55447
PNC Bank	Joanne Kushnerick - Assistant VP	Two Tower Center		East Brunswick	NJ	08816
Valley National Bank	Monica Dowd	1195 Hamburg Turnpike		Wayne	NJ	07470
Wells Fargo	Justin Arena - Relationship Mgr.	One South Broad Street	8th Floor	Philadelphia	PA	19107

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Exhibit C

Triple Negative Landlord Service List
Served via First Class Mail

Name	Address 1	Address 2	City	State	Zip
3620 LONG BEACH ROAD LLC	ATTN: GENERAL COUNSEL	70 EAST SUNRISE HWY, STE. 610	VALLEY STREAM	NY	11581
Alex. Brown Realty, Inc.	ATTN: DAVID W. WOLFE, GENERAL COUNSEL & MAREE TUCKER, ASSOC. GENERAL COUNSEL	300 EAST LOMBARD STREET, SUITE 1200	BALTIMORE	MD	21202
AVR-CP TWO, LLC	AVR REALTY COMPANY, LLC	ONE EXECUTIVE BOULEVARD	YONKERS	NY	10701
BASSER-KAUFMAN OF MATAWAN, L.L.C.	ATTN: GENERAL COUNSEL	151 IRVING PLACE	WOODMERE	NY	11598
BLACK OAK	ATTN: DARA HEWAT	1 WEST PENNSYLVANIA AVENUE	TOWSON	MD	21204
BOIV Belleville MCB, LLC	ATTN: GENERAL COUNSEL	115 Belmont Ave.	Belleville	NJ	07109-
CENTER SQUARE PLAZA ASSOCIATES	ATTN: GENERAL COUNSEL	BRYN MAWR SQUARE, 763 WEST LANCASTER AVENUE, SUITE 250	BRYN MAWR	PA	19010
CLIFPASS SPE CORP.	ATTN: GENERAL COUNSEL	370 SEVENTH AVENUE	NEW YORK	NY	10001
CLIFTON GROCERY STORES, LLC	ATTN: GENERAL COUNSEL	421 SEVENTH AVENUE	NEW YORK	NY	10001
CPFA, L.L.C.	ATTN: GENERAL COUNSEL	10 GILBERTON ROAD	GILBERTON	PA	17934
DELAWARE 1851 ASSOCIATES, L.P.	ATTN: GENERAL COUNSEL	44 SOUTH BAYLES AVENUE	PORT WASHINGTON	NY	11050
EAST MARLBORO ASSOCIATES	R.J. WATERS & ASSOCIATES, INC.	200 OLD FORGE LANE, SUITE 201	KENNETT SQUARE	PA	19348
ECHO SWEDSFORD ASSOCIATES, LP	ATTN: GENERAL COUNSEL	701 ALPHA DRIVE	PITTSBURGH	PA	15238
FIRST REAL ESTATE INVESTMENT TRUST OF NJ	ATTN: GENERAL COUNSEL	505 MAIN STREET	HACKENSACK	NJ	07602-0000
GARNET CO.	ATTN: GENERAL COUNSEL	123 S. BROAD STREET	PHILADELPHIA	PA	19109
GOULD INVESTORS LP	ATTN: RICHARD FIGUEROA	60 CUTTER MILL ROAD	GREATNECK	NY	11021
HOLMDEL TOWNE CENTER LLC	ATTN: GENERAL COUNSEL	P.O. BOX 5020	NEW HYDE PARK	NY	11042
INDIAN HEAD PLAZA ASSOCIATES	ATTN: GENERAL COUNSEL	80 MAIN STREET, SUITE 510	WEST ORANGE	NJ	07052-
KIMCO CENTEREACH, LLC	ATTN: GENERAL COUNSEL	3333 NEW HYDE PARK ROAD	NEW HYDE PARK	NY	11042
MCB EAST BRUNSWICK, LLC	ATTN: DAVID BRAMBLE	2701 N. CHARLES STREET, SUITE 404	BALTIMORE	MD	21218
MCB EAST BRUNSWICK, LLC	ATTN: GENERAL COUNSEL	50 Racetrack Rd.	East Brunswick	NJ	08816-
OLD BRIDGE PLAZA ASSOCIATES	ATTN: GENERAL COUNSEL	820 MORRIS TURNPIKE	SHORT HILLS	NJ	07078-
OLP-MCB PHILLY-COTTMAN, LP	AS SUCCESSOR IN INTEREST TO 840 COTTMAN ASSOCIATES, LLC	840 COTTMAN AVE.	PHILADELPHIA	PA	19111
REALTY INCOME WILMINGTON LANCASTER LLC	ATTN: GENERAL COUNSEL	11995 EL CAMINO REAL	SAN DIEGO	CA	92130
RIVERHEAD CENTRE, LLC	ATTN: GENERAL COUNSEL	TWO HOPKINS PLAZA, SUITE 804	BALTIMORE	MD	21201
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE	ATTN: GENERAL COUNSEL	5221 N. O'CONNOR BOULEVARD, SUITE 600	IRVING	TX	75039
VALLEY CIRCLE, INC.	ATTN: GENERAL COUNSEL	782 LYONS AVENUE	IRVINGTON	NJ	07111-
VENABLE LLP	ATTN: ANDREW J. CURRIE	750 EAST PRATT STREET, 9TH FLOOR	BALTIMORE	MD	21202
WALNUTPORT ASSOCIATES	ATTN: GENERAL COUNSEL	505 PARK AVENUE, SUITE 302	NEW YORK	NY	10022
WICK SHOPPING PLAZA ASSOCIATES, LLC	ATTN: GENERAL COUNSEL	100 WOODBRIDGE CENTER DRIVE	WOODBRIDGE	NJ	07095-

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Exhibit D

UCC Lien Service List
Served via First Class Mail

Name	Address 1	Address 2	Address 3	City	State	Zip
American Bank Note Company	United States Postal Services	2200 Fletcher Avenue Ste 501		Fortlee	NJ	07024-5016
American Greetings Corporation	Attn General Counsel	One American Road		Cleveland	OH	44144-2398
General Electric Company GE Light	Attn General Counsel	3135 Easton Turnpike		Fairfield	CT	06828-0001
Konica Minolta Premier Finance	Attn General Counsel	100 Williams Drive		Ramsey	NJ	07446-0000
Liberty News Distributors Inc	Attn General Counsel	460 DREW COURT		KING OF PRUSSIA	PA	19406
Pension Benefit Guaranty Corp	Joseph Krettek ESQ	1200 K St NW		Washington	DC	20005-4026
Tyco Integrated Security LLC	Attn General Counsel	Boca Corporate Center	4700 Exchange Court Suite 300	Boca Raton	FL	33431
Western Union Financial Services	Attn General Counsel	12510 Belford Avenue		Englewood	CO	80112

TRADEMARK

Exhibit E

Governmental Agencies Service List
Served via First Class Mail

Name	Notice Name	Address 1	Address 2	City	State	Zip
Borough of Freehold	Morrmouth County Department of Consumer Affairs	1 East Main Street		Freehold	NJ	07728
Borough of Media	Evelyn Yancoskie	Delaware County Office of Consumer Affairs 301 North Wood Avenue	Government Center Building, 201 West Front Street	Media	PA	19063
City of Linden	Attn: Daniel Antonelli, City Attorney	900 Clifton Ave		Linden	NJ	07036
City of Clifton	Attn: Legal Department	Bureau of Consumer Protection 725 Veterans Memorial Highway	Strawberry Square, 14th Floor	Clifton	NJ	07013
City of Harrisburg	Joseph Goldberg, Director	124 Halsey Street		Harrisburg	PA	17120
City of Huppauge	Frank Nardelli, Commissioner	One Washington Street		Huppauge	NJ	11788
City of Newark	Office of Consumer Protection	Three South Penn Square		Newark	NJ	007101
City of OceanSide	Nasrin G. Ahmad, Chief Legal Officer	Bureau of Consumer Protection 800 French St	First Floor	Hempstead	NY	11550
City of Philadelphia	Attn: Seth Williams, District Attorney		Corner of Juniper and South Penn Square	Philadelphia	PA	19107-344
City of Wilmington	Sherri G. Patchen	87 Reads Way	21 South 12th Street, 2nd Floor	Wilmington	DE	19801
City of Wilmington	Thomas Stevens, Director	Northampton County Courthouse		Wilmington	DE	19801
County of Delaware	Attn: John K. Whelan, District Attorney	Delaware County Courthouse	201 W. Front Street	Media	PA	19063
County of Essex	Attn: Jim Paganelli, Attorney	465 Dr. Martin Luther King Jr Blvd		Newark	NJ	07102
County of Middlesex	Attn: Thomas F. Keiso, County Counsel	75 Bayard Street		New Brunswick	NJ	08901
County of Nassau	Attn: Joseph Ra, County Attorney	1 Washington St		Hempstead	NY	11550
County of New Castle	Attn: Bernard Pepukayi, County Attorney	87 Reads Way		New Castle	DE	19720
County of North Hampton	Attn: John M. Morganelli, County Attorney	Northampton County Courthouse	669 Washington St	Easton	PA	18042-7492
County of Ocean County	Attn: John C. Sahradnik, Esq.	212 Hooper Ave		Toms River	NJ	08754
County of West Chester	Attn: Thomas P. Hegan, District Attorney	201 West Market Street		West Chester	PA	19380-0989
DeCotris, FitzPatrick & Cole, LLP	Attn: Lee Cohen,	500 Frank W Burr Blvd	Suite 31	Teaneck	NJ	07666
Gilmore & Monahan	Attn: Jean Cipriani, Attorney	10 Allen St		Trenton River	NJ	08754
State of New Jersey	Office Attorney General	25 Marcus St		Trenton	NJ	08625
Suffolk County District Attorney's Office	Attn: Thomas J. Spota, District Attorney	North County Complex - Building 77	Veterans Memorial Highway	Hempstead	NY	11788
Town North Hempstead	Attn: Elizabeth D. Borwin, Town Attorney	220 Plandome Road		Manhasset	NY	11030
Town North Hempstead	Attn: Elizabeth D. Borwin, Town Attorney	220 Plandome Road		Manhasset	NY	11030
Town of Aberdeen	Rogut McCarthy Troy LLC	37 Alden Street		Cranford	NJ	07016
Town of Belleville	Attn: Thomas Murphy, Town Attorney	152 Washington Ave		Belleville	NJ	07109
Town of Easttown	Attn: Solicitor	566 Beaumont Road		Devon	PA	19333
Town of Edison	Attn: William Northgrave, Town Attorney	100 Municipal Blvd		Edison	NJ	08817
Town of Holmdel	Attn: Donna M. Vieiro, Township Administrator	4 Crawford's Corner Road		Holmdel	NJ	07733
Town of OldBridge	Attn: Mark Roselli, Town Attorney	1 Old Bridge		Old Bridge	NJ	08857
Town of Riverhead	Attn: Robert Kozakiewicz, Town Attorney	200 Howell Avenue		Riverhead	NY	11901
Town of Toms River	Attn: Ken Fitzsimmons, Town Attorney	33 Washington St		Toms River	NJ	08757
Town of West Chester	Attn: Thomas P. Hegan, Town Attorney	201 West Markey Street	Suite 4450	West Chester	PA	19380
Town of Whippan	Attn: James Garrity, Town Attorney	Blue Bell Executive Campus	460 Norristown Road, Suite 110	Blue Bell	PA	19422
Village of Minneola	Madalyn F. Farley, Commissioner	Nassau County Office of Consumer Affairs	240 Old Country Rd, 3rd Floor	Minneola	NY	11501
Village of Patchogue	Attn: Brian Egan, Village Attorney	14 Baker St		Patchogue	NY	11772

TRADEMARK

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

-----X
In re :
: **Chapter 11**
THE GREAT ATLANTIC & PACIFIC TEA :
COMPANY, INC., et al., : **Case No. 15-23007 (RDD)**
: **(Jointly Administered)**
Debtors.¹ :
-----X

DE MINIMIS ASSET SALE NOTICE FOR PATHMARK IP ASSETS

PLEASE TAKE NOTICE that The Great Atlantic & Pacific Tea Company, Inc. and certain of its affiliates, as debtors and debtors in possession in the above captioned cases (collectively, the “**Debtors**”) are selling the assets defined as the “Acquired Assets” in that certain *IP Asset Purchase Agreement by and among The Great Atlantic & Pacific Tea Company, Inc., Pathmark Stores, Inc. and K-50-15 Corp.*, dated December 3, 2015, annexed hereto as **Exhibit “A”** (the “**Pathmark IP Assets**”) for \$1,000,000 to K-50-15 Corp., a non-insider third party, in accordance with the *Amended Final Order Pursuant to 11 U.S.C. §§105, 363, 365 and 554 Approving (I) Global Procedures for (A) Store Closings, (B) The Expedited Sale, Transfer or Abandonment of De Minimis Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases, and (II) Entry Into a Liquidation Consulting Agreement* (ECF No. 546) (the “**De Minimis Asset Sale Procedures Order**”).²

Liens and Encumbrances on the De Minimis Assets:

The Debtors are aware of the liens and/or encumbrances on the Pathmark IP Assets granted and/or described in the *Final Order Authorizing Debtors to (A) Obtain Third Lien Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), (B) Use Cash Collateral Pursuant to 11 U.S.C. §363(c)(2), and (C) Grant Certain Protections to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364* (ECF No. 531), which will attach to the proceeds of the sale . To the extent that any party has liens and encumbrances on or interests in the Pathmark IP Assets, the Debtors believe that any such liens,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corporation (7132); APW Supermarkets, Inc. (9509); Borman’s, Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (6664); Montvale-Para Holdings, Inc. (2947); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge LLC (5965); Shopwell, Inc.(3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport, Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the De Minimis Asset Sale Procedures Order. A copy of the De Minimis Asset Sale Procedures Order is available upon request to the Debtors’ noticing agent, Prime Clerk, at (844) 239-9273 or apinfo@primeclerk.com, and is available for download at <https://cases.primeclerk.com/aptea>.

encumbrances or interests would be subject to monetary satisfaction in accordance with section 363(f)(5) of the Bankruptcy Code. Pursuant to the De Minimis Asset Sale Procedures Order, the sale of the Pathmark IP Assets to K-50-15 Corp. shall be free and clear all claims, liens, encumbrances and security interests.

Procedures to Object to the Proposed Sale:

Any objection (“**Objection**”) to the aforementioned sale of Pathmark IP Assets must (i) be in writing (via e-mail, facsimile, or overnight delivery), (ii) state with specificity the nature of the Objection, and (iii) be served in accordance with the De Minimis Asset Sale Procedures Order on or before **December 11, 2015 at 4:00 p.m. (Eastern Time)**. If no written Objection is served in accordance with the De Minimis Asset Sale Procedures Order, the Debtors are authorized to immediately consummate the aforementioned sale of the Pathmark IP Assets. If a written Objection is timely received, the Objection will be deemed a request for a hearing on the Objection at the next scheduled hearing, subject to adjournment by the Debtors, and the relevant Pathmark IP Assets will be sold only upon withdrawal of such Objection or further order of the Bankruptcy Court approving the sale.

Dated: December 4, 2015
New York, New York

/s/ Garrett A. Fail
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Garrett A. Fail

*Attorneys for Debtors and
Debtors in Possession*

Exhibit A

IP Asset Purchase Agreement by and among The Great Atlantic & Pacific Tea Company, Inc., Pathmark Stores, Inc. and K-50-15 Corp., dated December 3, 2015

IP ASSET PURCHASE AGREEMENT
BY AND AMONG
THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.,
PATHMARK STORES, INC.
AND
K-50-15 CORP.
DECEMBER 3, 2015

ARTICLE I DEFINITIONS..... 1
 Section 1.1 Definitions 1
 Section 1.2 Interpretations 7
 ARTICLE II PURCHASE AND SALE..... 8
 Section 2.1 Purchase and Sale of Assets 8
 Section 2.2 Assumed Liabilities 8
 Section 2.3 Buyer Designee 8
 Section 2.4 Consideration; Deposit; Escrow Amount 8
 Section 2.5 Closing..... 9
 Section 2.6 Closing Payments and Deliveries 9
 Section 2.7 Allocation 10
 ARTICLE III SELLERS’ REPRESENTATIONS AND WARRANTIES 10
 Section 3.1 Organization of Sellers; Good Standing 10
 Section 3.2 Authorization of Transaction 10
 Section 3.3 Noncontravention; Government Filings 10
 Section 3.4 Title to Assets 11
 Section 3.5 Litigation; Decrees 11
 Section 3.6 Brokers’ Fees 11
 Section 3.7 Disclaimer of Other Representations and Warranties 11
 Section 3.8 Bankruptcy Matters 12
 ARTICLE IV BUYER’S REPRESENTATIONS AND WARRANTIES 12
 Section 4.1 Organization of Buyer; Good Standing 12
 Section 4.2 Authorization of Transaction 12
 Section 4.3 Noncontravention 13
 Section 4.4 Litigation; Decrees 13
 Section 4.5 Brokers’ Fees 13
 Section 4.6 Sufficient Funds; Adequate Assurances 13
 ARTICLE V PRE-CLOSING COVENANTS 13
 Section 5.1 Efforts; Cooperation 13
 Section 5.2 Bankruptcy Court Matters 14
 Section 5.3 Notice of Developments 14
 Section 5.4 Access; No Contact 15
 Section 5.5 Bulk Transfer Laws 15
 ARTICLE VI OTHER COVENANTS..... 15
 Section 6.1 Further Assurances 15
 Section 6.2 Access; Enforcement; Record Retention 15
 Section 6.3 Certain Tax Matters 16
 Section 6.4 Acknowledgements 17
 Section 6.5 Press Releases and Public Announcements 17
 ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE 18
 Section 7.1 Conditions to Buyer’s Obligations 18
 Section 7.2 Conditions to Sellers’ Obligations 18
 Section 7.3 No Frustration of Closing Conditions 19

ARTICLE VIII	TERMINATION	19
Section 8.1	Termination of Agreement	19
Section 8.2	Effect of Termination	20
ARTICLE IX	MISCELLANEOUS.....	20
Section 9.1	Survival.....	20
Section 9.2	Expenses	20
Section 9.3	Entire Agreement	20
Section 9.4	Incorporation of Exhibits and Disclosure Schedule.....	21
Section 9.5	Amendments and Waivers.....	21
Section 9.6	Succession and Assignment.....	21
Section 9.7	Notices	21
Section 9.8	Governing Law	22
Section 9.9	Submission to Jurisdiction; Service of Process	22
Section 9.10	Waiver of Jury Trial	23
Section 9.11	Specific Performance	23
Section 9.12	Severability	23
Section 9.13	No Third Party Beneficiaries	23
Section 9.14	Non-Recourse	23
Section 9.15	Mutual Drafting.....	24
Section 9.16	Disclosure Schedule	24
Section 9.17	Headings; Table of Contents.....	24
Section 9.18	Counterparts; Facsimile and Electronic Signatures	24
Section 9.19	Limitations Under Applicable Law.....	25
Section 9.20	Guarantee.....	25

Exhibit A – Escrow Agreement

Exhibit B – Form of Bill of Sale

Exhibit C – Form of Assignment and Assumption Agreement

Exhibit D – Form of Trademark Assignment Agreement

Exhibit E – Form of Domain Name Assignment Agreement

IP ASSET PURCHASE AGREEMENT

This IP Asset Purchase Agreement (this “Agreement”) is entered into as of December 3, 2015 by and among The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation (“A&P”), Pathmark Stores, Inc., a Delaware corporation and a wholly-owned Subsidiary of A&P (together with A&P, “Sellers”), and K-50-15 Corp., a New York corporation (“Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, Sellers and certain of their affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on July 19, 2015 in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Sellers, all of the Acquired Assets (as defined below) and Assumed Liabilities (as defined below), all as more specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. For purposes of this Agreement:

“A&P” has the meaning set forth in the preamble.

“Acquired Assets” means all of Sellers’ right, title, and interest in and to all of the following assets of Sellers:

(a) all trademarks set forth on Schedule 1.1(a), including, for the avoidance of doubt, the name “PATHMARK” and any name or trademark, service mark, trade name, logo, trade dress, or other indicia of origin that includes, relates to or derives from any such name, or any related abbreviations, acronyms or other formatives based on any such name, whether alone or in combination with any other words, phrases, or designs, and all registrations, applications and renewals thereof, all rights and goodwill associated therewith and any name or trademark, service mark, trade name, logo, or other indicia of origin that is confusingly similar thereto or derived therefrom (collectively, the “Seller Marks”);

(b) all Internet domain names set forth on Schedule 1.1(b) (the “Seller Domain Names”);

(c) all websites set forth on Schedule 1.1(c) (the “Websites”) and any proprietary works of authorship exclusively related to the Websites, including copyrights, (the “Seller Works of Authorship”);

(d) the social media accounts and social media sites set forth on Schedule 1.1(d); and

(e) all outbound licenses to Seller Marks, all co-existence or settlement Contracts concerning Seller Marks, and all other Contracts concerning a grant or transfer of rights in or to, or agreement not to enforce or utilize, the Seller Marks (“Transferred Contracts”) all as set forth on Schedule 1.1(e);

provided, however, notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Antitrust Law” means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and all other laws and orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition, whether in the United States or elsewhere.

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.6(b).

“Assumed Liabilities” means the liabilities of Sellers relating exclusively to or arising exclusively out of the ownership of any Acquired Asset which arises or accrues from and after the Closing Date; provided, however, that notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

“Bankruptcy Cases” means the contemplated Chapter 11 cases of Sellers and certain of their Affiliates.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bill of Sale” has the meaning set forth in Section 2.6(b).

“Business” means the operation of supermarket stores by Sellers.

“Business Day” means any day, other than a Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in the State of New York are authorized or required by Law or other governmental action to close.

“Buyer” has the meaning set forth in the preamble.

“Buyer Designee” means any Subsidiary or Affiliate of Buyer designated by Buyer to purchase Acquired Assets and assume Assumed Liabilities in accordance with Section 2.3.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Confidentiality Agreement” means the confidentiality agreement by and between A&P and Allegiance Retail Services, LLC, an Affiliate of Buyer, in connection with the transactions contemplated hereby.

“Contract” means any agreement, contract, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding, which in each case is in writing and signed by parties intending to be bound thereby.

“Contracting Parties” has the meaning set forth in Section 9.14.

“Cure Costs” means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to section 365(b)(1) of the Bankruptcy Code to effectuate, pursuant to the Bankruptcy Code, the assumption by the applicable Seller and assignment to Buyer of the Transferred Contracts, as determined by the Bankruptcy Court or agreed to by Sellers and the non-Seller counterparty to the applicable Transferred Contract.

“Customer Data” means all supermarket store customer data and customer information derived from branded loyalty promotion or co-branded credit card programs and other similar information related to customer purchases at the supermarket locations operated under the name “PATHMARK.”

“Decree” means any judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order, or any other order of any Governmental Authority.

“De Minimis Asset Order” means the *Amended Final Order Pursuant to 11 U.S.C. §§ 105, 363, 365 and 554 Approving (I) Global Procedures for (A) Store Closings, (B) the Expedited Sale, Transfer or Abandonment of De Minimis Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases and (II) Entry Into a Liquidation Consulting Agreement* (ECF No. 546).

“Disclosure Schedule” has the meaning set forth in Article III.

“Domain Name Assignment Agreement” has the meaning set forth in Section 2.6(b).

“Escrow Agent” means Titlevest Services, LLC.

“Escrow Agreement” means that certain Escrow Agreement, dated as of the date hereof, by and among Sellers, Buyer, and the Escrow Agent, a copy of which is attached hereto as Exhibit A.

“Escrow Amount” has the meaning set forth in Section 2.4(b).

“Excluded Assets” means all assets of Sellers as of the Closing that are not expressly included in the Acquired Assets, including, but not limited to the Customer Data.

“Excluded Liabilities” means all Liabilities of Sellers that are not Assumed Liabilities, including without limitation, the following Liabilities of Sellers:

- (a) any Liability not relating to or arising out of the Acquired Assets;
- (b) any Liability of Sellers relating to or arising out of the Acquired Assets prior to Closing;
- (c) any Liability of Sellers for taxes (except as provided for in Section 6.3);
and
- (d) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby.

“GAAP” means United States generally accepted accounting principles consistently applied.

“Governmental Authority” means any federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity.

“Guarantor” has the meaning set forth in Section 9.20.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Intellectual Property” means (a) all issued patents and patent applications, together with all reissuances, continuations, continuations-in-part, divisionals, extensions and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names, and Internet domain names, together with all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrights, together with all registrations and applications for registration therefor and renewals in connection therewith; (d) all trade secrets, know-how, technology, improvements, and inventions; and (e) all computer software (including data and databases).

“IRC” means the Internal Revenue Code of 1986, as amended.

“IRS” means the Internal Revenue Service.

“Knowledge” of Sellers (and other words of similar import) means the actual knowledge of persons holding a position of senior vice president or senior thereto at Sellers. “Knowledge” of Buyer (and other words of similar import) means the actual knowledge of persons holding a position of senior vice president or senior thereto at Buyer.

“Law” means any constitution applicable to, and any statute, treaty, code, rule, regulation, ordinance, or requirement of any kind of, any Governmental Authority.

“Liability” means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether directly incurred, absolute or contingent, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

“Lien” means any mortgage, pledge, lien, charge, security interest, option, right of first refusal, easement, security agreement or other encumbrance or restriction on the use or transfer of any property.

“Litigation” means any action, cause of action, suit, claim, charge, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative, or arbitral, whether at law or in equity (including actions or proceedings seeking injunctive relief) and whether before any Governmental Authority.

“Material Adverse Effect” means any effect, change, condition, circumstance, development or event that, individually or in the aggregate with all other effects, changes, conditions, circumstances, developments or events has had, or would reasonably be expected to have, a material adverse effect on the business, assets, operation, condition (financial or otherwise) or results of operation of the Business or the Acquired Assets, taken as a whole (excluding the Excluded Assets and the Excluded Liabilities), other than any effect, change, condition, circumstance, development or event arising from or related to: (a) general business or economic conditions in any of the geographical areas in which the supermarket stores operate; (b) any condition or occurrence affecting retail grocery generally; (c) national or international political or social conditions, including the engagement by any country in hostilities, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (d) financial, banking, or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (e) the occurrence of any act of God or other calamity or force majeure events (whether or not declared as such), including civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event; (f) changes in Law or accounting rules; (g) the taking of any action expressly contemplated by this Agreement or any Related Agreement or taken with the prior written consent of the other Party; (h) any effects or changes as a result of the announcement or pendency of this Agreement; (i) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code with respect to any unions, employees, retirees, retiree benefits or collective bargaining agreements; (j) the sale of any other assets or stores (other than the Acquired Assets) to any third parties by any Seller or any of its

Affiliates; (k) any effects or changes arising from or related to the breach of the Agreement by Buyer; (l) the failure of Sellers to obtain any consent, permit, authorization, waiver or approval required in connection with the transactions contemplated hereby; (m) any strike or labor dispute, (n) any items set forth in the Disclosure Schedule; (o) any effect resulting from the filing of the Bankruptcy Cases; or (p) any matter of which Buyer is aware on the date hereof.

“Non-Party Affiliates” has the meaning set forth in Section 9.14.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business through the date hereof consistent with past practice.

“Outside Date” has the meaning set forth in Section 8.1(b)(ii).

“Parties” has the meaning set forth in the preamble.

“Permit” means any franchise, approval, permit, license, order, registration, certificate, variance or similar right obtained from any Governmental Authority.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including any Governmental Authority or any group of any of the foregoing.

“Proration Period” has the meaning set forth in Section 6.3(b).

“Purchase Price” has the meaning set forth in Section 2.3(a).

“Related Agreements” means the Bill of Sale, the Assignment and Assumption Agreement, the Trademark Assignment Agreement, and the Domain Name Assignment Agreement.

“Representative” means, when used with respect to a Person, the Person’s controlled Affiliates (including Subsidiaries) and such Person’s and any of the foregoing Persons’ respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel, and accountants), and financing sources.

“Seller Domain Names” has the meaning set forth in the definition of Acquired Assets.

“Seller Marks” has the meaning set forth in the definition of Acquired Assets.

“Seller Works of Authorship” has the meaning set forth in the definition of Acquired Assets.

“Sellers” has the meaning set forth in the preamble.

“Subsidiary” means, with respect to any Person, means, on any date, any Person (a) the accounts of which would be consolidated with and into those of the applicable Person in such Person’s consolidated financial statements if such financial statements were prepared in

accordance with GAAP as of such date or (b) of which securities or other ownership interests representing more than fifty percent of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more subsidiaries of such Person.

“Trademark Assignment Agreement” has the meaning set forth in Section 2.6(b).

“Transfer Tax” has the meaning set forth in Section 6.3(a).

“Transferred Contracts” has the meaning set forth in the definition of Acquired Assets.

Section 1.2 Interpretations. Unless otherwise indicated herein to the contrary:

(a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.

(b) The words “include,” “includes” or “including” and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The word “if” and other words of similar import shall be deemed, in each case, to be followed by the phrase “and only if.”

(e) The use of “or” herein is not intended to be exclusive.

(f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

(g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(h) References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(i) Any reference herein to “Dollars” or “\$” shall mean United States dollars.

(j) Buyer acknowledges and agrees that the specification of any dollar amount in the representations, warranties, or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material.

(k) References in this Agreement to materials or information “furnished to Buyer” and other phrases of similar import include all materials or information made available to Buyer or its Representatives in the data room prepared by Sellers or provided to Buyer or its Representatives in response to requests for materials or information.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Buyer will purchase from Sellers, and Sellers will sell, transfer, assign, convey, and deliver to Buyer at the Closing all of the Acquired Assets.

Section 2.2 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer will assume and become responsible for the Assumed Liabilities at the Closing. Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof, excluding Cure Costs. For the avoidance of doubt, Sellers agree to either pay or reserve for all Cure Costs.

Section 2.3 Buyer Designee. Prior to the Closing, Buyer may designate a Buyer Designee to purchase the Acquired Assets and assume the Assumed Liabilities, and to assign to any such Buyer Designee all rights and obligations of Buyer pursuant to this Agreement and any Related Agreement with respect to the Acquired Assets and Assumed Liabilities; provided, however, that, no such designation or assignment shall relieve Buyer of its obligations under this Agreement (including as a result of the failure of the Buyer Designee to satisfy its obligations hereunder) and provided further, however, that the Buyer Designee shall be required to execute a joinder to this Agreement in a form satisfactory to Sellers.

Section 2.4 Consideration; Deposit; Escrow Amount.

(a) The consideration for the Acquired Assets shall be (i) the sum of one million Dollars (\$1,000,000) (the “Purchase Price”) and (ii) Buyer’s assumption of the Assumed Liabilities.

(b) Upon the execution of this Agreement, pursuant to the terms of the Escrow Agreement, Buyer shall immediately deposit with the Escrow Agent the sum of one hundred thousand Dollars (\$100,000) by wire transfer of immediately available funds (the “Escrow Amount”), to be released by the Escrow Agent and delivered to either Buyer or Sellers, in accordance with the provisions of the Escrow Agreement. Pursuant to the Escrow Agreement, the Escrow Amount (together with all accrued investment income thereon, if any) shall promptly be distributed as follows:

(i) if the Closing shall occur, the Escrow Amount shall be paid to Sellers and applied towards the Purchase Price payable by Buyer to Sellers under Section 2.3(a) and all accrued investment income thereon, if any, shall be delivered to Buyer at the Closing;

(ii) if this Agreement is terminated by Sellers pursuant to Section 8.1(d), the Escrow Amount, together with all accrued investment income thereon, if any, shall be delivered to Sellers; or

(iii) if this Agreement is terminated for any reason other than by any Seller pursuant to Section 8.1(d), the Escrow Amount, together with all accrued investment income thereon, shall in each case be returned to Buyer.

Section 2.5 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, New York (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 a.m. local time on a date (the “Closing Date”) that is the third (3rd) Business Day following the date upon which all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in Article VII (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto. For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Acquired Assets, shall be deemed to occur at 12:01 am, New York City time, on the Closing Date.

Section 2.6 Closing Payments and Deliveries.

(a) On the Closing Date, Buyer shall pay the Purchase Price (less the Escrow Amount, which shall be released to Sellers by the Escrow Agent) to Sellers, which shall be paid by wire transfer of immediately available funds into an account designated by Sellers.

(b) At the Closing, Sellers will deliver to Buyer (i) a duly executed Bill of Sale substantially in the form of Exhibit B (the “Bill of Sale”); (ii) a duly executed Assignment and Assumption Agreement substantially in the form of Exhibit C (the “Assignment and Assumption Agreement”); (iii) a duly executed Trademark Assignment Agreement substantially in the form of Exhibit D (the “Trademark Assignment Agreement”); (iv) a duly executed Domain Name Assignment Agreement substantially in the form of Exhibit E; and (v) a duly executed certificate from an officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied.

(c) At the Closing, Buyer will deliver to Sellers (i) the Bill of Sale duly executed by Buyer; (ii) the Assignment and Assumption Agreement duly executed by Buyer; (iii) the Trademark Assignment Agreement duly executed by Buyer; (iv) the Domain Name Assignment Agreement duly executed by Buyer; and (v) a duly executed

certificate from an officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied.

Section 2.7 Allocation. Buyer and Sellers agree to allocate 100% of the Purchase Price (as finally determined hereunder) and all other amounts treated as consideration for U.S. federal income tax purposes to the Acquired Assets (Class VI). Such allocation shall be conclusive and binding on the parties, and Buyer and Sellers agree (and agree to cause their respective subsidiaries and Affiliates) to prepare, execute, and file IRS Form 8594 and all tax returns on a basis consistent with such allocation. None of the Parties will take any position inconsistent with such allocation on any tax return or in any audit or tax proceeding, unless otherwise required by a final determination by a Governmental Authority. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 2.6 shall survive the Closing without limitation.

ARTICLE III SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers represent and warrant to Buyer that the statements contained in this Article III are true and correct as of the date of this Agreement, except as (i) set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule") or (ii) disclosed in any forms, statements, or other documents filed with the Bankruptcy Court.

Section 3.1 Organization of Sellers; Good Standing. Each Seller is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the state of its formation. Each Seller has, subject to the necessary authority from the Bankruptcy Court, all requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted, except where the failure to be so organized, existing, or in good standing or have such power and authority would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Authorization of Transaction. Subject to the Sellers' compliance with the De Minimis Asset Order, each Seller has full power and authority (including full corporate or other organizational power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which each Seller is a party have been duly authorized by such Seller. Upon due execution hereof by each Seller, this Agreement (assuming due authorization and delivery by Buyer) shall constitute, subject to the Sellers' compliance with the De Minimis Asset Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Government Filings. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (a) conflict with or result in a breach of the organizational documents of any Seller, (b) subject to the Sellers'

compliance with the De Minimis Asset Order and any other necessary order to close the sale of the Acquired Assets, materially violate any law or Decree to which any Seller is subject in respect of the Acquired Assets, or (c) subject to the Sellers' compliance with the De Minimis Asset Order, result in a material breach of, constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material Contract to which any Seller is a party or to which any of the Acquired Assets is subject, except, in the case of either clause (b) or (c), for such conflicts, violations, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Other than as required or pursuant to the Bankruptcy Code or the De Minimis Asset Order, no Seller is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially impair or delay any Seller's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 3.4 Title to Assets. At the Closing, Sellers will have good and valid title to the Seller Marks, and Sellers will have good and valid title to, or the right to use, all other Acquired Assets. Except as set forth in Section 3.4 of the Disclosure Schedule, none of the Acquired Assets is used pursuant to a license from a third party or licensed to a third party. All registered Seller Marks are in full force and effect and have not lapsed. Pursuant to the De Minimis Asset Order, Sellers will convey such title to or rights to use, all of the Acquired Assets, free and clear of all Liens.

Section 3.5 Litigation; Decrees. Except as set forth in Section 3.5 of the Disclosure Schedule and other than the Bankruptcy Case, there is no Litigation pending or, to the Knowledge of Sellers, threatened, that (a) would reasonably be expected to have a Material Adverse Effect or (b) challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. Other than the Bankruptcy Case, no Seller is subject to any outstanding Decree that would (a) reasonably be expected to have a Material Adverse Effect or (b) prevent or materially delay such Seller's ability to consummate the transactions contemplated hereby or perform in any material respect its obligations hereunder. Sellers are not aware of any present infringement or misappropriation of any of the Acquired Assets by any Person, and Sellers have not asserted or threatened any claim or objection against any Person for any such infringement or misappropriation and, to Sellers' knowledge, there is no basis for any such objection or claim.

Section 3.6 Brokers' Fees. Other than the fees and expenses payable to Hilco Streambank in connection with the transactions contemplated hereby, which shall be borne by Sellers, no Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which Buyer could become liable or obligated to pay.

Section 3.7 Disclaimer of Other Representations and Warranties. Except for the representations and warranties contained in this Article III (as modified by the Disclosure

Schedule) or expressly contained in any Related Agreement, neither Sellers nor any other Person shall be deemed to have made any representation or warranty, express or implied, including as to the accuracy or completeness of any information regarding Sellers, any Acquired Assets, any Assumed Liabilities or any other matter. Notwithstanding anything herein to the contrary, but without limitation of any representation or warranty expressly contained in this Article III or any Related Agreement, SELLERS MAKE NO OTHER (AND HEREBY DISCLAIM EACH OTHER) REPRESENTATION, WARRANTY, OR GUARANTY WITH RESPECT TO THE VALUE, CONDITION, OR USE OF THE ACQUIRED ASSETS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED ASSETS AND ASSUME THE ASSUMED LIABILITIES IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH, OR SAFETY MATTERS). Sellers disclaim all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any director, officer, employee, agent, consultant, or representative of Sellers or any of their Affiliates).

Section 3.8 Bankruptcy Matters. Sellers represent and warrant that all parties required to receive notice pursuant to the De Minimis Asset Order will be given notice of the information required pursuant to the De Minimis Asset Order.

ARTICLE IV BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to each Seller that the statements contained in this Article IV are true and correct as of the date of this Agreement.

Section 4.1 Organization of Buyer; Good Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of New York and has all requisite corporate or similar power and authority to own, lease, and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction. Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which Buyer is a party have been duly authorized by Buyer. This Agreement (assuming due authorization and delivery by Sellers) constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II) will (a) conflict with or result in a breach of the certificate of incorporation or bylaws, or other organizational documents, of Buyer, (b) violate any law or Decree to which Buyer is, or its assets or properties are, subject or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a material adverse effect on Buyer. Other than the applicable requirements of the HSR Act, Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, prevent or materially impair or delay Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.4 Litigation; Decrees. There is no Litigation pending or, to Buyer's Knowledge, threatened in writing that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. Neither Buyer nor any of its Subsidiaries is subject to any outstanding Decree that would prevent or materially impair or delay Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.5 Brokers' Fees. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Sellers or any of their Affiliates could become liable or obligated to pay.

Section 4.6 Sufficient Funds; Adequate Assurances. Buyer has, and upon the Closing will have, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. Buyer is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Transferred Contracts and the related Assumed Liabilities.

ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Efforts; Cooperation.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the Parties shall use (except as otherwise set forth in Section 5.2) its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper, or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby (including by giving, or causing to be given, any notices to, making any filings with, and using commercially reasonable efforts to obtain any consents of Governmental Authorities, as applicable, as are necessary and appropriate to consummate the transactions contemplated hereby). Without limiting the generality of the foregoing, (i) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.1 that are within its control or influence to be satisfied or fulfilled, (ii) Buyer shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.2 that are within its control or influence to be satisfied or fulfilled, and (iii) in the event the Bankruptcy Court requires a consumer privacy ombudsman to be appointed in connection with the transactions contemplated by this Agreement, Buyer shall provide any cooperation reasonably required by such ombudsman and shall use commercially reasonable efforts to take all reasonable actions recommended by such ombudsman in any report provided to the Bankruptcy Court.

(b) Without limiting the generality of Section 5.1(a), neither Party shall take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any Party to consummate, or materially delay any Party's ability to consummate, the transactions contemplated hereby, including any action that is intended or would reasonably be expected to result in any of the conditions to any Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Bankruptcy Court Matters. Buyer and Sellers understand and agree that the consummation of the transactions contemplated by this Agreement is subject to approval by the Bankruptcy Court. Seller shall seek approval of this Agreement in accordance with the terms and conditions of the De Minimis Asset Order. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining approval of the sale and this Agreement, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Buyer shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Acquired Assets hereunder. If there is no objection to this transaction, then prior to Closing, Seller shall file a Certificate of No Objection as to the sale of the Acquired Assets to Buyer under the terms of this Agreement. In the event approval of the transactions contemplated by this Agreement or this Agreement is appealed with a stay pending appeal in effect, Sellers and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

Section 5.3 Notice of Developments. Each Seller and Buyer will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the

occurrence of any event, of which it has Knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in Article VII not to be satisfied as of a reasonably foreseeable Closing Date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; provided, however, that the delivery of any such notice pursuant to this Section 5.4 shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.

Section 5.4 Access; No Contact. Upon the reasonable request of Buyer, and to the extent not otherwise prohibited by applicable Law, Sellers will permit Buyer and its Representatives to have, upon reasonable advance written notice, reasonable access to all premises, properties, books and records and Transferred Contracts included in the Acquired Assets during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of any Seller; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. Prior to the Closing, Buyer shall not, and shall cause its Representatives not to, contact any employees, vendors, suppliers, landlords, or licensors of any Seller in connection with or pertaining to any subject matter of this Agreement except with the prior written consent of each Seller.

Section 5.5 Bulk Transfer Laws. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer laws or similar laws of any jurisdiction in connection with the transactions contemplated by this Agreement, including the United Nations Convention on the Sale of Goods, and hereby waives all claims related to the non-compliance therewith.

ARTICLE VI OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will, at the requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information), including but not limited to any and all login and password information for the social media accounts and social media sites set forth on Schedule 1.1(d) as the other Party may reasonably request which actions shall be reasonably necessary to transfer, convey or assign to Buyer or Buyer Designee all of the Acquired Assets or to confirm Buyer's assumption of the Assumed Liabilities.

Section 6.2 Access; Enforcement; Record Retention. For a period of two years from and after the Closing, upon request by any Seller, Buyer will permit Sellers and their Representatives to have reasonable access upon advance notice during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of Buyer, to all premises, properties, personnel, books and records, and Contracts of or related to

the Acquired Assets or the Assumed Liabilities for the purposes of (a) preparing tax returns, (b) monitoring or enforcing rights or obligations of any Seller under this Agreement or any of the Related Agreements, or (c) complying with the requirements of any Governmental Authority; provided, however, that, for avoidance of doubt, the foregoing shall not require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable law, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Buyer agrees to maintain the files or records which are contemplated by the first sentence of this Section 6.2 in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time, for six (6) years following the Closing.

Section 6.3 Certain Tax Matters.

(a) Transfer Taxes. All stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or similar non-income taxes, fees or governmental charges imposed under applicable Law in connection with the transactions contemplated hereby (each, a "Transfer Tax") shall be borne equally between Buyer, on the one hand, and Sellers, on the other hand. The Party that is required by applicable Law to file any tax returns in connection with Transfer Taxes shall prepare and timely file such tax returns and pay such Transfer Taxes to the appropriate Governmental Authority; provided, however, that the other Parties shall be entitled to receive such tax returns and other documentation reasonably in advance of filing by such preparing Party, but not less than ten (10) Business Days prior to the due date of such tax returns, and such tax returns and other documentation shall be subject to the other Parties' approval, which shall not be unreasonably withheld, delayed, or conditioned. Sellers and Buyer shall cooperate in making, in a timely manner, all tax returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes.

(b) Tax Adjustments. Taxes (other than Transfer Taxes) imposed upon or assessed directly against the Acquired Assets (including personal property taxes and similar taxes) for the tax period in which the Closing occurs (the "Proration Period") will be apportioned and prorated between Sellers and Buyer as of the Closing Date with Buyer bearing the expense of Buyer's proportionate share of such taxes which shall be equal to the product obtained by multiplying (i) a fraction, the numerator being the amount of the taxes and the denominator being the total number of days in the Proration Period, times (ii) the number of days in the Proration Period following the Closing Date, and Sellers shall bear the remaining portion of such taxes. If the precise amount of any such tax cannot be ascertained on the Closing Date, apportionment and proration shall be computed on the basis of the amount payable for each respective item during the tax period immediately preceding the Proration Period and any proration shall be adjusted thereafter on the basis of the actual charges for such items in the Proration Period. When the actual amounts become known, such proration shall be recalculated by Buyer and Sellers, and Buyer or Sellers, as the case may be, promptly (but not later than ten (10)

days after notice of payment due and delivery of reasonable supporting documentation with respect to such amounts) shall make any additional payment or refund so that the correct prorated amount is paid by each of Buyer and Sellers.

Section 6.4 Acknowledgements.

(a) Buyer acknowledges that it has received from Sellers certain projections, forecasts, and prospective or third party information relating to the Acquired Assets, the Assumed Liabilities, and other related topics. Buyer acknowledges that (i) there are uncertainties inherent in attempting to make such projections and forecasts and in such information; (ii) Buyer is familiar with such uncertainties and is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections, forecasts, and information so furnished; and (iii) neither Buyer nor any other Person shall have any claim against any Seller or any of its respective directors, officers, Affiliates, agents, or other Representatives with respect thereto. Accordingly, without limiting the generality of Section 3.8 or Section 9.1, Buyer acknowledges that neither Sellers nor any other Person makes any representations or warranties with respect to such projections, forecasts, or information.

(b) Buyer acknowledges that, except for the representations and warranties expressly set forth in Article III (which representations and warranties shall terminate and be of no further force or effect as of the Closing), and without limiting the generality of Section 3.8, neither Sellers nor any other Person makes any representation or warranty, express or implied, including as to the accuracy or completeness of any information regarding any Seller, the supermarket stores, any Acquired Assets, any Assumed Liabilities or any other matter, and neither Sellers nor any other Person will be subject to any Liability to Buyer or any other Person resulting from such matters or the distribution to Buyer, or the use of, any such information. Buyer acknowledges that, should the Closing occur, Buyer will acquire the Acquired Assets and assume the Assumed Liabilities in an “as is” condition and on a “where is” basis, without any representation or warranty of any kind, express or implied (including any with respect to environmental, health or safety matters). Further, without limiting any representation, warranty, or covenant of any Seller expressly set forth herein, Buyer acknowledges that it has waived and hereby waives as a condition to the Closing any further due diligence reviews, inspections, or examinations with respect to any Seller, the supermarket stores, the Acquired Assets, the Assumed Liabilities, or any other matter, including with respect to engineering, environmental, title, survey, financial, operational, regulatory, and legal compliance matters.

Section 6.5 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of the other Parties, unless a press release or public announcement is required by applicable Law or a Decree of the Bankruptcy Court. If any such announcement or other disclosure is required by applicable Law or a Decree of the Bankruptcy Court, the disclosing Party shall give the nondisclosing Parties prior notice of, and an opportunity to comment on, the proposed disclosure. The Parties acknowledge that Sellers

may file this Agreement with the Bankruptcy Court in connection with obtaining approval pursuant to the De Minimis Asset Order.

ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver of the following conditions:

(a) the representations and warranties set forth in Article III shall have been true and correct on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "material" or "Material Adverse Effect" set forth therein) has not resulted in a Material Adverse Effect.

(b) Sellers shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;

(c) the transactions contemplated by this Agreement shall have been authorized in accordance with the De Minimis Asset Procedures or a separate order of the Bankruptcy Court, and no order staying, reversing, modifying, or amending such approval and authorization shall be in effect on the Closing Date;

(d) no material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement; and

(e) each delivery contemplated by Section 2.6(b) to be delivered to Buyer shall have been delivered.

Section 7.2 Conditions to Sellers' Obligations. Sellers' obligations to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver of the following conditions:

(a) the representations and warranties set forth in Article IV shall have been true and correct in all material respects (except that any representation or warranty that is qualified by materiality shall have been true and correct in all respects) on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date);

(b) Buyer shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;

(c) the transactions contemplated by this Agreement shall have been authorized in accordance with the De Minimis Asset Procedures or a separate order of the Bankruptcy Court, and no order staying, reversing, modifying, or amending such approval and authorization shall be in effect on the Closing Date;

(d) no material Decree shall be in effect that prohibits consummation of any of the transactions contemplated by this Agreement; and

(e) each payment contemplated by Section 2.5(a) to be made to Sellers shall have been made, and each delivery contemplated by Section 2.6(c) to be delivered to Sellers shall have been delivered.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliates' failure to use its reasonable best efforts (or commercially reasonable efforts, with respect to those matters contemplated by Section 5.2, respectively, as applicable) to satisfy the conditions to the consummation of the transactions contemplated hereby or by any other breach of a representation, warranty, or covenant hereunder.

ARTICLE VIII TERMINATION

Section 8.1 Termination of Agreement. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

(a) by the mutual written consent of the Parties;

(b) by any Party by giving written notice to the other Parties if:

(i) any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to Buyer if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of Buyer to have fulfilled any of its obligations under this Agreement; or

(ii) the Closing shall not have occurred prior to February 1, 2016 (the "Outside Date"); provided that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer or Sellers, then the breaching Party may not terminate this Agreement pursuant to this Section 8.1(b)(ii).

(c) by Buyer by giving written notice to each Seller if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.1(a) and Section 7.1(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured by such Seller prior to the

earlier to occur of (A) ten (10) days after receipt of Buyer's notice of intent to terminate or (B) the Outside Date;

(d) by any Seller by giving written notice to Buyer and the other Seller if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by such Seller, or, if such breach is curable, cured by Buyer prior to the earlier to occur of (A) ten (10) days after receipt of such Seller's notice of intent to terminate or (B) the Outside Date; or

(e) by Sellers or Buyer, if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Bid, (y) the Bankruptcy Court enters an order approving a Competing Bid and (z) the Person making the Competing Bid consummates the Competing Bid or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement.

Section 8.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that Article I, Section 3.8, Section 6.4, Article IX, and this Section 8.2 shall survive any such termination) and no Party shall have any Liability to the other Party hereunder; provided, however, that nothing in this Section 8.2 shall relieve any Party from Liability for any breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent, or fraudulent) set forth in this Agreement; provided, further, that other than in the case of fraud or willful misconduct, (a) the maximum Liability of Sellers shall not exceed the Escrow Amount, and (b) the maximum liability of Buyer shall not exceed the Escrow Amount.

ARTICLE IX MISCELLANEOUS

Section 9.1 Survival. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to Section 2.6(b) or Section 2.6(c) shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing.

Section 9.2 Expenses. Except as otherwise expressly set forth herein, each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts and consultants. For the avoidance of doubt, Buyer shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 9.3 Entire Agreement. This Agreement, the Related Agreements and the Confidentiality Agreement constitute the entire agreement between the Parties and supersede

any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 9.4 Incorporation of Exhibits and Disclosure Schedule. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to either Seller: The Great Atlantic & Pacific Tea Company, Inc.
 2 Paragon Drive
 Montvale, New Jersey 07645
 Attention: Christopher W. McGarry
 Matthew Bennett
 E-mail: mcgarryc@aptea.com; bennettm@aptea.com

With a copy (which shall not constitute notice to Sellers) to:

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, P.C. and Gavin Westerman
Facsimile: (212) 310-8007
E-mail: ray.schrock@weil.com; gavin.westerman@weil.com

If to Buyer: K-50-15 Corp.
444 South Fulton Avenue
Mount Vernon, NY 10553
Facsimile: (914) 667-8256
Email: dan@foodtownpsk.net

With a copy (which shall not constitute notice to Buyer) to:

Fox Rothschild LLP
75 Eisenhower Parkway, Suite 200
Roseland, NJ 07068-1600
Attention: Nancy C. McDonald
Michael Viscount
Facsimile: 973-992-9125
E-mail: nmcDonald@foxrothschild.com
mviscount@foxrothschild.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 9.9 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7; provided, however, that nothing in this Section

9.9 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 9.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 Specific Performance. Buyer acknowledges and agrees that Sellers and their respective estates would be damaged irreparably in the event Buyer does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Sellers may have under law or equity, each Seller shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

Section 9.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than Buyer, each Seller, and their respective successors and permitted assigns.

Section 9.14 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the Related Agreements may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing ("Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Related Agreements or based on, in respect of, or by reason of this Agreement or the Related Agreements or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each

Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Party Affiliates with respect to the performance of this Agreement or the Related Agreements or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Agreements. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 9.14.

Section 9.15 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule shall be deemed to be a disclosure for all purposes of this Agreement and all other sections of the Disclosure Schedule to which such matter relates. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all respects provided subject to the Confidentiality Agreement.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement

or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

Section 9.19 Limitations Under Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, Sellers' obligations hereunder shall be subject to limitations under applicable Law, including, without limitation, Sections 1113 and 1114 of the Bankruptcy Code.

Section 9.20 Guarantee. P.S.K. Supermarkets, Inc. (the "Guarantor") hereby irrevocably and unconditionally guarantees the due and punctual performance of all obligations of Buyer under this Agreement, including, without limitation, payment of the Purchase Price. This guarantee is a guarantee of payment and performance, and not of collection. The Guarantor hereby waives all defenses available to a surety.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

By: 

Name: Christopher W. McGarry

Title: Executive Vice President and Chief Administrative Officer


PATHMARK STORES, INC.

By: 

Name: Christopher W. McGarry

Title: Vice President & Secretary

K-50-15 CORP.

By: 
Name: _____
Title:

[Signature Page to IP Asset Purchase Agreement]

EXECUTION VERSION

**DISCLOSURE SCHEDULE
TO IP ASSET PURCHASE AGREEMENT**

December 3, 2015

The following Disclosure Schedule (the "Disclosure Schedule") is part of the IP Asset Purchase Agreement (the "Agreement"), dated as of the date hereof, made and entered into as of December 3, 2015 by and among The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("A&P"), Pathmark Stores, Inc., a Delaware corporation and a wholly-owned Subsidiary of A&P (together with A&P, "Sellers"), and P.S.K. Supermarkets, Inc., a New York corporation ("Buyer"). The parties to the Agreement agree that the Disclosure Schedule is not intended to constitute, and shall not be construed as constituting, representations and warranties of Seller except to the extent expressly provided in the Agreement.

Buyer acknowledges that (a) the Disclosure Schedule may include items or information that Sellers are not required to disclose under this Agreement, (b) disclosure of such items or information shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligation of Sellers under this Agreement, and (c) inclusion of information in the Disclosure Schedule shall not be construed as an admission that such information is material to Sellers. Similarly, in such matters where a representation or warranty is given or other information is provided, the disclosure of any matter in the Disclosure Schedule shall not imply that any other undisclosed matter having a greater value or other significance is material. Buyer further acknowledges that (i) headings have been inserted on sections of the Disclosure Schedule for the convenience of reference only and shall not affect the construction or interpretation of any of the provisions of this Agreement or the Disclosure Schedule, (ii) cross references that may be contained in sections of the Disclosure Schedule to other sections of the Disclosure Schedule are not all-inclusive of all disclosures contained on such referenced sections of the Disclosure Schedule, and (iii) information contained in various sections of the Disclosure Schedule may be applicable to other sections of the Disclosure Schedule; accordingly, every matter, document or item referred to, set forth or described in one section of the Disclosure Schedule shall be deemed to be disclosed under each and every part, category, heading or subheading of such section and all other sections of the Disclosure Schedule and shall be deemed to qualify the representations and warranties of Sellers in this Agreement relating to such other section of the Disclosure Schedule, to the extent such matter, document or item may apply if (x) a cross-reference to such other section of the Disclosure Schedule is made, or (y) it is reasonably apparent on its face that the disclosed matter, document or item referred to, set forth or described in such section of the Disclosure Schedule is relevant to such other section of the Disclosure Schedule.

ACTIVE 32571070v2 12/03/2015

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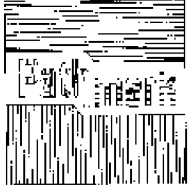

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References to agreements or other documents in this Disclosure Schedule are only summaries and are not intended to be a full description of those agreements or other documents. All references to agreements or other documents are qualified in their entirety by references to those agreements or other documents and all such agreements and other documents should be read in their entirety.

The information contained in this Disclosure Schedule is current as of the date of the Agreement but shall not alter the date as of which any representation or warranty is made pursuant to the Agreement.

Section 1.1(a)

Seller Marks

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.
PATHMARK	USA	August 6, 1968	Ser. No. 72285701 Reg. No. 0854358
PATHMARK 	USA	August 24, 1971	Ser. No. 72324945 Reg. No. 0919137
PATHMARK 	USA	February 24, 1976	Ser. No. 73055400 Reg. No. 1034492
PATHMARK GOSPEL CHOIR COMPETITION	USA	May 18, 2010	Ser. No. 77715300 Reg. No. 3789447
CHEFMARK	USA	October 6, 2009	Ser. No. 77578894 Reg. No. 3691490
BIG DEALS	USA	September 26, 1995	Ser. No. 74176206 Reg. No. 1922594
SAV-A-CENTER	USA	October 7, 1986	Ser. No. 73583389 Reg. No. 1412706

Section 1.1(b)

Seller Domain Names

1. pathmark.com

Section 1.1(c)

Websites

The non-template elements of the pathmark.apsupermarket.com Website

Section 1.1(d)

Social Media Accounts

Twitter: @pathmark

YouTube: youtube.com/pathmarkstores

Section 1.1(e)

Transferred Contracts

1. Mutual Release and Settlement Agreement, dated March 15, 2010, between Arts for Business, Inc., Arts for Business Ethnic Marketing, Inc., Paul McGlothin, Pathmark Stores, Inc. and The Great Atlantic & Pacific Tea Company, Inc.
2. Settlement Agreement, dated May 5, 2010, between The Path Outfitters, LLC and Pathmark Stores, Inc.

Section 3.4

Title to Assets

Under that certain Settlement Agreement, dated May 5, 2010, between The Path Outfitters, LLC and Pathmark Stores, Inc., Sellers agreed “not to use, seek to register or register, or authorize others to use, seek to register or register” specified Seller Marks for sporting goods, outdoor equipment or apparel.

Section 3.5

Litigation; Decrees

Sellers have received correspondence from KamberLaw, LLC and Carlson Lynch Sweet & Kilpela LLP purporting to represent disabled individuals in the United States alleging, among other allegations, that the Website violates Title III of the American Disabilities Act. No suit has been filed, no plaintiff has yet been identified and there have been no settlement discussions to date.

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

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-----X
In re                :
                    :           Chapter 11
                    :
THE GREAT ATLANTIC & PACIFIC TEA :
COMPANY, INC., et al.,          :           Case No. 15-23007 (RDD)
                    :
                    :           (Jointly Administered)
Debtors.1                    :
-----X

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AFFIDAVIT OF SERVICE

I, Timothy R. Quinn, depose and say that I am employed by Prime Clerk LLC (“**Prime Clerk**”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On December 4, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following documents to be served in the manners set forth on the Master Service List attached hereto as **Exhibit A**:

- Debtors’ Counterstatement of Issues Presented on Appeal and Counterdesignation of Additional Items to be Included in Record on Appeal [Docket No. 2012]
- De Minimis Asset Sale Notice for Pathmark IP Assets [Docket No. 2013]
- Notice of Successful Bidder for Harrisburg Sandwich Leases [Docket No. 2019]
- Debtors’ Motion for Scheduling of an Expedited Hearing and Shortening Notice with Respect to Debtors’ Motion for Approval of the Designation Rights Agreement Between Debtors and Buyer in Respect of the Debtors’ Right to Assume, Assign or Reject Certain Unexpired Leases of Nonresidential Real Property and the Transactions Contemplated Therein [Docket No. 2020]
- Motion of Debtors for Approval of the Designation Rights Agreement Between Debtors and Buyer in Respect of the Debtors’ Right to Assume, Assign or Reject Certain Unexpired Leases of Nonresidential Real Property and the Transactions Contemplated Therein [Docket No. 2021]

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corp. (7132); APW Supermarkets, Inc. (9509); Borman’s Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (6664); Montvale-Para Holdings, Inc. (2947); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge, LLC (5965); Shopwell, Inc.(3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

On December 4, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via Overnight Mail on the Docket 2012 Affected Party Service List attached hereto as Exhibit B:

- Debtors' Counterstatement of Issues Presented on Appeal and Counterdesignation of Additional Items to be Included in Record on Appeal [Docket No. 2012]

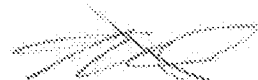
On December 4, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served 1) via Overnight Mail on the Subtenant Service List attached hereto as Exhibit C, and 2) via First Class Mail on the New Jersey Taxing Authority Service List attached hereto as Exhibit D:

- Notice of Successful Bidder for Harrisburg Sandwich Leases [Docket No. 2019]

On December 4, 2015, at my direction and under my supervision, employees of Prime Clerk caused the following documents to be served via Overnight Mail on the Landlord Service List attached hereto as Exhibit E:

- Debtors' Motion for Scheduling of an Expedited Hearing and Shortening Notice with Respect to Debtors' Motion for Approval of the Designation Rights Agreement Between Debtors and Buyer in Respect of the Debtors' Right to Assume, Assign or Reject Certain Unexpired Leases of Nonresidential Real Property and the Transactions Contemplated Therein [Docket No. 2020]
- Motion of Debtors for Approval of the Designation Rights Agreement Between Debtors and Buyer in Respect of the Debtors' Right to Assume, Assign or Reject Certain Unexpired Leases of Nonresidential Real Property and the Transactions Contemplated Therein [Docket No. 2021]

Dated: December 7, 2015



Timothy R. Quinn

State of New York
County of New York

Subscribed and sworn to (or affirmed) before me on December 7, 2015, by Timothy R. Quinn, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: _____



BENJAMIN JOSEPH STEELE
NOTARY PUBLIC-STATE OF NEW YORK
No. 025T6290268
Qualified in New York County
My Commission Expires October 07, 2017

Exhibit A

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel for Cross-Path Realty LLC	Ackerman, Levine, Cullen, Brickman & Limmer, LLP	Attn Brian J. Grieco, Esq. 1010 Northern Boulevard Great Neck NY 11021	bgrieco@ackermanlevine.com	Email
Counsel for Airgas USA, LLC and its related entities	Airgas, Inc.	Attn KJ van Krieken 259 Radnor-Chester Road, Suite 100 P.O. Box 6675 Radnor PA 19087-8675	kj.van.krieken@airgas.com	Email
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Counsel for Dave-Marion Corp.	Ansell Grimm & Aaron, PC	Attn Jay B. Feldman, Esq. 1500 Lawrence Avenue CN-7807 Ocean NJ 07712	jbfd@anssellgrimm.com	Email
Counsel for UFCW Local 342 Savings and 401(k) Plan	Archer, Byington Glennon & Levine, LLP.	Attn: John H. Byington III, Esq. One Huntington Quadrangle Suite 4C10, P.O. Box 9064 Melville NY 11747	jbyington@abglaw.com	Email
Counsel for Sysco Metro New York, LLC	Arnall Golden Gregory LLP	Attn Darryl S. Laddin, Esq. & Frank N. White, Esq. 171 17th Street, NW Suite 2100 Atlanta GA 30363-1031	darryl.laddin@agg.com frank.white@agg.com	Email
Counsel for Self-Insurers' Security Fund and Funds Administration	Attorney General of the State of Michigan	Attn William F. Demner Labor Division, Cadillac Place 303 W. Grand Blvd., 10-200 Detroit MI 48202	demnerb@michigan.gov	Email
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Counsel for Allied Jackson Heights LLC	Belkin Burden Wenig & Goldman, LLP	Attn S. Stewart Smith, Esq. 270 Madison Avenue New York NY 10016	ssmith@bbwg.com	Email
Counsel for FacilitySource, LLC	Blank Rome LLP	Attn Andrew B. Eckstein & Josef W. Mintz The Chrysler Building 405 Lexington Avenue New York NY 10174	aecckstein@blankrome.com mintz@blankrome.com	Email
Counsel for King Kullen Grocery Co., Inc.	Bond, Schoenack & King, PLLC	Attn Bernard P. Kennedy, Esq. 1010 Franklin Avenue Suite 200 Garden City NJ 11530	bkenedy@bsk.com	Email

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Counsel for U.F.C.W., Local 1500 Pension Fund	Broach & Stulberg, LLP	Attn Judith P. Broach, Esq., Amy F. Shulman, Esq. & Vincent Torreggiano, Esq. One Penn Plaza Suite 2016 New York NY 10119	jbroach@brostul.com ashulman@brostul.com vtorreggiano@brostul.com	Email
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Counsel for Oracle America, Inc. & Oracle Credit Corporation	Buchalter Nemer, A Professional Corporation	Attn Michelle McMahon, Esq. 1290 Avenue of the Americas New York NY 10104	jnimeroff@bmlawyers.com	Email
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Counsel for Environmental Products Corporation	Carmody Torrance Sandak & Hennessey LLP	Attn Marc J. Kurzman, Esq. 707 Summer Street Stamford CT 06901	jgarfinkle@buchalter.com	Email
Counsel for Feinrose Associates, LLC, M & K Real Estate Associates, LLC, M & K 1567, Hamilton Plaza Associates & Sheradel Associates; Serota Patchogue, LLC; Serota Brooktown 1 & II, LLC, 3600 Long Beach Road, LLC	Certlman Balin Adler & Hyman, LLP	Attn Thomas J. Sansone 195 Church Street P.O. Box 1950 New Haven CT 06509-1950	tsansone@carmodylaw.com	Email
		Attn Richard J. McCord, Esq. & Carol A. Glick, Esq. 90 Merrick Avenue 9th Floor East Meadow NY 11554	rmccord@certlmanbalin.com cglick@certlmanbalin.com	Email

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Counsel for Parmed Pharmaceuticals, LLC, as subsidiary of Cardinal Health, Inc.; Westchester Fire Insurance Company	Chiesa Shahinian & Giantomasi PC	Attn: Scott A. Zuber, Esq. One Boland Drive West Orange NJ 07052	szuber@csglaw.com	Email
Counsel for Wells Fargo Bank National Association, as agent under that certain Amended and Restated Senior Secured Revolving Credit Agreement, dated as of September 17, 2014	Choate, Hall & Stewart LLP	Attn: Kevin J. Simard, Esq., John F. Ventola, Esq. & Gregory Kopacz, Esq. Two International Place Boston MA 02110	ksimard@choate.com jventola@choate.com gkopacz@choate.com	Email
Counsel for the City of Philadelphia and/or Water Revenue Bureau	City of Philadelphia Law Department	Attn: Pamela Elchert Thurmond Municipal Services Building 1401 JFK Boulevard, 5th Floor Philadelphia PA 19102-1595	pamela.thurmond@phila.gov	Email
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Counsel for Bozzuto's, Inc.	Cohn Birnbaum & Shea PC	Attn: Kenneth L. Baum, Esq. & Jill B. Bienstock, Esq. Court Plaza North 25 Main Street Hackensack NJ 07601	kbaum@coleschotz.com jbienstock@coleschotz.com	Email
Counsel for Kellogg Company	Cole Schotz PC	Attn: Michael D. Warner, Esq. 301 Commerce Street Suite 1700 Fort Worth TX 76102	mwarner@coleschotz.com	Email

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TRADEMARK

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel for P.S.K. Supermarkets, Inc. Counsel for Danpar Associates Limited Partnership; Ironbound Plaza Urban Renewal Assoc., LLC; Indian Head Plaza Associates; James R. Weill and Douglas Friedrich, successor Co-Trustees Under Trust Indenture dated March 24, 1969, d/b/a Maplewood Joint Venture; Union County Realty Group Limited Liability Company; 510 Valley Montclair, LLC	Wachtel Missry LLP	Attn Steven J. Cohen, Esq. 885 Second Avenue 47th Fl. New York NY 10017	cohen@wnllp.com	Email
		Attn Steven Z. Jurista, Esq. 110 Allen Road Suite 304 Basking Ridge NJ 07920	sjurista@wvslaw.com ray.schrock@well.com garrett.fall@well.com sunny.singh@well.com Adam.Lavine@well.com Danielle.Donovan@well.com Nelly.Almeida@well.com Dana.Kaufman@well.com	Email
Counsel to Debtors	Weil, Gotshal & Manges LLP	Attn Ray C. Schrock, P.C. & Garrett A. Fall, Esq. and Sunny Singh, Esq. 767 Fifth Avenue New York NY 10153		Email
		Attn Michael D. Brofman, Esq. 3333 New Hyde Park Road Suite 211 New Hyde Park NY 11042	mbrofman@weisszarett.com	Email
Counsel for South-White Shopping Center Associates; Baldwin Harbor Associates Wells Fargo Bank, National Association, in its capacity as Agent for the Lenders, pursuant to that certain Amended and Restated Senior Secured Revolving Credit Agreement dated September 17, 2014	Weiss, Zarett, Brofman & Sonnenklar, PC	Attn Richard E. Weltman, Esq. & Melissa A. Guseynov, Esq. 270 Madison Avenue Suite 1400 New York NY 10016	emily.j.abrahamson@wellsfargo.com	First Class Mail and Email
Counsel for Universal Environmental Consulting, Inc.	Weltman & Moskowitz, LLP	Attn Mickae M. Hennessy, Esq., Thomas A. Draghi, Esq. & John E. Westernman, Esq. 1201 RXR Plaza Uniondale NY 11556	rew@weltmosk.com mag@weltmosk.com mhennessy@westernmanllp.com tdraghi@westernanllp.com	Email
Counsel for CIAM Associates, LLC; Vets & Spartan LLC and Rosmar Holding Company L.P.	Westernman Ball Ederer Miller Zucker & Sharfstein, LLP	Attn John K. Cunningham, Esq. & Kevin M. McGill, Esq. Southeast Financial Center 200 South Biscayne Blvd., Suite 4900 Miami FL 33131	kcunningham@whitecase.com kmcgill@whitecase.com	Email
Counsel for The Stop & Shop Supermarket Company, LLC	White & Case LLP	Attn Earl M. Fortre, Esq. & Rafael Vergara, Esq. One Penn Plaza 250 W. 34th Street, Suite 4110 New York NY 10119-4115	fortree@whiteandwilliams.com vergarar@whiteandwilliams.com	Email
Counsel for Peppertidge Farm, Incorporated 34289	White and Williams LLP	Attn Stephen B. Gerald The Renaissance Centre, Suite 500 405 North King Street Wilmington DE 19801-3700	sgerald@wrplaw.com	Email
Counsel for Talles-Robbins Rehoboth, L.L.C.	Whitford Taylor & Preston, LLC			Email

TRADEMARK

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel for Talles-Robbins Rehoboth, L.L.C.	Whiteford Taylor & Preston, LLP	Attn Brent C. Strickland 7501 Wisconsin Avenue Bethesda MD 20814	bstrickland@wrplaw.com	Email
Counsel for United Food and Commercial Workers Union, Local 1245	Wilentz, Goldman & Spitzer, PA	Attn Dominick Bratti, Esq. 90 Woodbridge Center Drive Woodbridge NJ 07095	Dbratti@wilentz.com	Email
Counsel for 32nd Street Southeast Company, L.P.	Wilk Auslander LLP	Attn Eric J. Snyder, Esq. 1515 Broadway New York NY 10036	esnyder@wilkauslander.com	Email
Counsel for Florida Self-Insurers Guaranty Association, Inc.	Williams, Gautier, Gwynn, Deloach & Sorenson, PA	Attn James E. Sorenson & D. Tyler Van Leuven P.O. Box 4128 Tallahassee FL 32315-4128	jsorenson@wggdlaw.com tvanleuven@wggdlaw.com	Email
Counsel for TOMRA of North America, Inc.	Wilson, Elser, Moskowitz, Edelman & Dicker LLP	Attn Mark G. Ledwin, Esq. 1133 Westchester Avenue White Plains NY 10604	mark.ledwin@wilsonelser.com	Email
Counsel for Inland Diversified Seafood Merrick, LLC & Realty Income Seafood Merrick, LLC	Wilson, Elser, Moskowitz, Edelman & Dicker LLP	Attn Rory Lubin, Esq. 1133 Westchester Avenue White Plains NY 10604	rory.lubin@wilsonelser.com	Email
Counsel for the State of Wisconsin Department of Workforce Development	Wisconsin Department of Justice	Attn Brad D. Schimmel & F. Mark Bromley PO Box 7857 Madison WI 53707-7857	bromleyfm@doj.state.wi.us	Email
Counsel for Evelyn Fernandez, Diana Manashirov and Patrice Neil	Yadgarov & Associates, PLLC	Attn: Ronald S. Ramo 608 Fifth Avenue Suite 1000 New York NY 10020	rramo@yadlaw.com	Email
Counsel for RIJ Group LLC	Zarin & Steinmetz	Attn Lisa F. Smith, Esq. 81 Main Street Suite 415 White Plains NY 10601	lisafrsmith@zarin-steinmetz.net	Email

TRADEMARK

Exhibit B

Docket 2012 Affected Party Service List
Served via Overnight Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
Blank Rome LLP	Andrew B. Eckstein	The Chrysler Building	405 Lexington Avenue	New York	NY	10174
Cole Schotz PC	Iliana Volkov, Esq.	900 Third Avenue	16th Floor	New York	NY	10022
Greenberg Traurig LLP	Nathan A. Haynes, Esq.	200 Park Avenue		New York	NY	10166
Wakefern Food Corp	Allison M. Berger, VP General Counsel	5000 Riverside Drive		Keasbey	NJ	08832

Exhibit C

Subtenant Service List
Served via Overnight Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
CSC COLONIAL COMMONS SUBTENANT, LLC	Attention: Mitchell R. Cohen, CEO	c/o Freedman Cohen Development LLC	701 East Gate Drive, Suite 225	Mt. Laurel	NJ	0805
PAL ASSOCIATES HARRISBURG, LLC	Attn: General Counsel	One Wayne Hills Mall		Wayne	NJ	0747

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Exhibit D

New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
ABERDEEN TWP MUNICIPAL COURT	ONE ABERDEEN SQUARE			ABERDEEN	NJ	07747-0000
BELLEVILLE MUNICIPAL COURT	COUNTY OF ESSEX	152 WASHINGTON AVE		BELLEVILLE	NJ	07109-0000
BUREAU OF FIRE CODE ENFORCEMENT	P.O. BOX 809			TRENTON	NJ	08625
BERGENFIELD DOH	198 N WASHINGTON AVE			BERGENFIELD	NJ	07621-0000
BERNARDS TWP HEALTH DEPT	262 SOUTH FINELY AVE			BASKING RIDGE	NJ	07920-0000
BUREAU OF FIRE PREVENTION	350 HUDSON AVE	MUNICIPAL BLD 3RD FL		TWP OF WASHINGTON	NJ	07676-0000
BLAIRSTOWN MUNICIPAL COURT	KNOWLTON MUNICIPAL COURT	MUNICIPAL BLDG M 625 RT 94		COLUMBIA	NJ	07832-0000
BLOOMFIELD HEALTH DEPT	MUNICIPAL BLDG RM 111			BLOOMFIELD	NJ	07003-0000
BLOOMFIELD TWP MUNICIPAL CT	LAW ENFORCEMENT BLDG			BLOOMFIELD	NJ	07003-0000
BOARD OF HEALTH	43 LEIGH ST			CLINTON	NJ	08809-0000
BOONTON TOWN MUNICIPAL COURT	100 WASHINGTON ST			BOONTON	NJ	07005-0000
BORO OF TINTON FALLS	556 TINTON AVE			TINTON FALLS	NJ	07724-0000
BOROUGH OF ALLENDALE	BOARD OF HEALTH	WEST CRESCENT AVENUE		ALLENDALE	NJ	07401-0000
BOROUGH OF ALLENDALE	POLICE DEPARTMENT	290 FRANKLIN TURNPIKE		ALLENDALE	NJ	07401-2093
BOROUGH OF ALLENDALE		POLICE DEPARTMENT	290 FRANKLIN TURNPIKE	ALLENDALE	NJ	07401-2093
BOROUGH OF CLOSTER	Borough of Closter	295 Closter Dock Road		Closter	NJ	07624-0000
BOROUGH OF ELMWOOD PARK	182 MARKET ST			ELMWOOD PARK	NJ	07407-0000
BOROUGH OF FANWOOD	BOROUGH HALL	75 NORTH MARTINE AVE		FANWOOD	NJ	07023-0000
BOROUGH OF FORT LEE	309 MAIN STREET			FORT LEE	NJ	07024-0000
BOROUGH OF FORT LEE	BUREAU OF FIRE PREVENTION	309 MAIN ST		FORT LEE	NJ	07024-0000
BOROUGH OF FORT LEE	DEPT OF HEALTH	309 MAIN STREET		FORT LEE	NJ	07024-0000
BOROUGH OF GARWOOD	403 SOUTH AVENUE			GARWOOD	NJ	07027-0000
BOROUGH OF GLEN ROCK	GLEN ROCK POLICE RECORDS BUREAU	1 HARDING PLAZA		GLEN ROCK	NJ	07452-0000
BOROUGH OF GLEN ROCK	MUNICIPAL BUILDING	ROCK ROAD		GLEN ROCK	NJ	07452-0000
BOROUGH OF KENILWORTH	567 BOULEVARD			KENILWORTH	NJ	07033-1654
BOROUGH OF METUCHEN	500 MAIN STREET			METUCHEN	NJ	08840-0000

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New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
BOROUGH OF MONTVALE	12 MERCEDES DRIVE 2ND FLOOR			MONTVALE	NJ	07645-0000
BOROUGH OF NEW PROVIDENCE	360 ELKWOOD AVE			NEW PROVIDENCE	NJ	07974-0000
BOROUGH OF OLD TAPPAN	227 OLD TAPPAN RD			OLD TAPPAN	NJ	07675-0000
BOROUGH OF OLD TAPPAN	227 OLD TAPPAN ROAD			OLD TAPPAN	NJ	07675-0000
BOROUGH OF PALISADES PARK	BOARD OF HEALTH	BOROUGH HALL	275 BROAD AVENUE	PALISADES PARK	NJ	07650-0000
BOROUGH OF PARK RIDGE	53 PARK AVENUE			PARK RIDGE	NJ	07656-0000
BOROUGH OF PARK RIDGE	55 PARK AVE			PARK RIDGE	NJ	07656-0000
BOROUGH OF TINTON FALLS	MUNICIPAL CENTER		556 TINTON AVENUE	TINTON FALLS	NJ	07724-0000
BOROUGH OF WESTWOOD	101 WASHINGTON AVE			WESTWOOD	NJ	07675-0000
BOROUGH OF WOODCLIFF LAKE	188 PASCACK ROAD			WOODCLIFF LAKE	NJ	07675
BRICK TWP MUNICIPAL CLERK	MUNICIPAL BLD		401 CHAMBERSBRIDGE RD	BRICK	NJ	08723-0000
BUREAU OF AIR COMP & ENFORCEMENT	NORTHERN		7 RIDGEDALE AVE	CEDAR KNOLLS	NJ	07927-0000
BUREAU OF FIRE CODE ENFORCEMENT	P.O. BOX 809			TRENTON	NJ	08625
CITY HALL	330 PASSAIC ST			PASSAIC	NJ	07055-0000
CITY OF ELIZABETH	LICENSE DIVISION		50 WINFIELD SCOTT PLAZA	ELIZABETH	NJ	07201-0000
CITY OF HOBOKEN	BOARD OF HEALTH		124 GRAND STREET	HOBOKEN	NJ	07030-0000
CITY OF JERSEY CITY	DIVISION OF COMMERCE		382 MARTIN LUTHER KING DRIVE	JERSEY CITY	NJ	07305-0000
CITY OF LINDEN FIRE PREVENTION	BUREAU		1205 E ELIZABETH AVENUE	LINDEN	NJ	07036-0000
CITY OF NORTH WILDWOOD	400B NEW JERSEY AVENUE			NORTH WILDWOOD	NJ	08260-0000
City of North Wildwood	901 Atlantic Avenue North Wildwood			WILDWOOD	NJ	08260-0000
CITY OF OCEAN CITY	115 12TH ST			OCEAN CITY	NJ	08226-0000
CITY OF PASSAIC	330 PASSAIC ST			PASSAIC	NJ	07055-0000
CITY OF PATERSON	176 BROADWAY			PATERSON	NJ	07505-0000
CITY OF PATERSON	BUREAU OF FIRE PREVENTION		710 EAST 31ST STREET	PATERSON	NJ	07513-0000

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New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
CLIFTON HEALTH DEPT	900 CLIFTON AVENUE			CLIFTON	NJ	07011-0000
CLIFTON MUNICIPAL COURT	900 CLIFTON AVE			CLIFTON	NJ	07011-0000
CONSTRUCTION OFFICIAL	JOHN MISKOVSKY	330 PASSAIC ST		PASSAIC	NJ	07055-0000
CORPORATE UNIT	P.O. BOX 308			TRENTON	NJ	08646
COUNTY OF ESSEX	DEPARTMENT OF HEALTH	115 CLIFTON AVENUE	3RD FLOOR	NEWARK	NJ	07104-0000
DENVILLE MUNICIPAL COURT	1 ST MARYS PL			DENVILLE	NJ	07834-0000
DEPARTMENT OF AGRICULTURE	HEALTH/ AGRICULTURE BUILDING			TRENTON	NJ	08625
DEPARTMENT OF COMMUNITY AFFAIRS	DIVISION OF FIRE SAFETY	P.O. BOX 809		TRENTON	NJ	08625
DEPARTMENT OF ENVIRONMENTAL PROTECTION	DIVISION OF AIR QUALITY	MAIL CODE: 401-02	P.O. BOX 420	TRENTON	NJ	08625
DEPARTMENT OF ENVIRONMENTAL PROTECTION	P.O. BOX 402			TRENTON	NJ	08625
DEPARTMENT OF HEALTH	100 MUNICIPAL BLVD			EDISON	NJ	08817-0000
DEPARTMENT OF HEALTH	204 FLANDERS			BUDD LAKE	NJ	07828-0000
DEPARTMENT OF HEALTH	DRAKESTOWN RD			TRENTON	NJ	08625
DEPARTMENT OF INSPECTIONS	P.O. BOX 360			BLOOMFIELD	NJ	07003-0000
DEPARTMENT OF THE TREASURY	1 MUNICIPAL PLAZA			TRENTON	NJ	08695
DEPARTMENT OF THE TREASURY	DIVISION OF TAXATION			TRENTON	NJ	08695
DEPARTMENT OF TRANSPORTATION	P.O. BOX 600			TRENTON	NJ	08625
DEPT. OF ENVIRONMENTAL PROTECTION	P.O. BOX 402			TRENTON	NJ	08625
DIVISION OF REVENUE	P.O. BOX			TRENTON	NJ	08646
EAST BRUNSWICK	PO BOX 1081			EAST BRUNSWICK	NJ	08816
EAST BRUNSWICK BUREAU OF	FIRE PREVENTION FD NO 2	216 JOSEPH STREET		EAST BRUNSWICK	NJ	08816-0000
EAST BRUNSWICK FD	216 JOSEPH STREET			EAST BRUNSWICK	NJ	08816-0000
EDGEWATER BOARD OF HEALTH	MUNICIPAL BLDG	916 RIVER ROAD		EDGEWATER	NJ	07020-0000
ESSEX COUNTY	DIVISION OF COMMUNITY ACTION	50 SO CLINTON ST		EAST ORANGE	NJ	07018-0000
ESSEX REGIONAL HEALTH COMMISSION	204 HILLSIDE AVE			LIVINGSTON	NJ	07039-0000

TRADEMARK

New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
FAIRVIEW POLICE DEPARTMENT	59 ANDERSON AVE			FAIRVIEW	NJ	07022-0000
FIRE PREVENTION BUREAU	198 N WASHINGTON AVE			BERGENFIELD	NJ	07621-0000
FIRE PREVENTION BUREAU	198 N WASHINGTON AVE			BERGENFIELD	NJ	07621-0000
HACKENSACK DEPT OF HEALTH	HEALTH	215 STATE STREET		HACKENSACK	NJ	07601-0000
HAZLETT TOWNSHIP	1766 UNION AVENUE			HAZLET	NJ	07730-0000
HEALTH DEPARTMENT	1033 WELDON RD			LAKE HOPACTCONG	NJ	07849-0000
HEALTH DEPARTMENT	205 CLAREMONT AVE			MONTCLAIR	NJ	07042-0000
HEALTH DEPARTMENT	BOROUGH HALL		8 01 FAIRLAWN AVE	FAIRLAWN	NJ	07410-0000
HEALTH DEPARTMENT	43 SCHOOLEYS MOUNTAIN RD			LONG VALLEY	NJ	07853-0000
HOLMDEL TOWNSHIP	4 CRAWFORDS CORNER RD	BOX 410		HOLMDEL	NJ	07733-0000
HOLMDEL TOWNSHIP	PO BOX 410			HOLMDEL	NJ	07733
HUMAN SERVICES DEPARTMENT	PARSHIPANY COMMUNITY CENTER	1130 KNOLL RD		LAKE HAWATHA	NJ	07034-0000
IRVINGTON MUNICIPAL CT	PUBLIC SAFETY BLDG	CIVIC SQUARE		IRVINGTON	NJ	07111-0000
JERSEY CITY DIV OF HEALTH	BUREAU OF LICENSING	586 NEWARK AVE		JERSEY CITY	NJ	07306-0000
JOANNE M KWASNIIEWSKI	BOROUGH HALL	8 01 FAIRLAWN AVE		FAIRLAWN	NJ	07410-0000
KINNELON	130 KINNELON ROAD			KINNELON	NJ	07405-0000
LEBANON TOWNSHIP CLERK	MUNICIPAL BUILDING	530 WEST HILL RD		GLEN GARDNER	NJ	08826-0000
LINDEN MUNICIPAL COURT	301 N WOOD AVE			LINDEN	NJ	07036-0000
LISA RUSSO MUNICIPAL CLERK	710 HERMANN RD			NORTH BRUNSWICK	NJ	08902-0000
LITTLE SILVER MUNICIPAL COURT	480 PROSPECT AVENUE			LITTLE SILVER	NJ	07739-0000
MAHWAH MUNICIPAL COURT	300 B ROUTE 17 S			MAHWAH	NJ	07430-0000
MARLBORO TOWNSHIP MUNICIPAL	1979 TOWNSHIP DRIVE			MARLBORO	NJ	07746-0000
METUCHEN BOARD OF HEALTH		500 MAIN STREET		METUCHEN	NJ	08812-0000
MIDDLESEX MUNICIPAL COURT	COURT CLERK	1200 MOUNTAIN AVE		MIDDLESEX	NJ	08846-0000
MIDLAND PARK MUNICIPAL COURT	MUNICIPAL BUILDING	280 GODWIN AVE		MIDLAND PARK	NJ	07432-0000
MONTVALE FIRE PREVENTION	BOROUGH OF MONTVALE	12 MERCEDES DRIVE		MONTVALE	NJ	07645-0000
MUNICIPAL CLERK	1766 UNION AVE			HAZLET	NJ	07730-0000
NEW JERSEY BUREAU OF FIRE SAFETY	SAFETY	CN 809		TRENTON	NJ	08625-0000
NEW JERSEY DEPT OF AGRICULTURE	DAIRY DIVISION	CN 332		TRENTON	NJ	08625-0000

New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
NEW JERSEY DIVISION	ALCOHOL BEVERAGE CONTROL	City Hall Personnel Office	31 Green St No102	NEWARK	NJ	07102-0000
NEW JERSEY OFFICE	OF WEIGHTS & MEASURES	P O BOX 490		AVENEL	NJ	07001
NJ ABC	140 EAST FRONT STREET			TRENTON	NJ	08625-0000
NJ DCA	101 SOUTH BROAD STREET			TRENTON	NJ	08625-0000
NJ DEP	PO BOX 420			TRENTON	NJ	08625
NJ DHSS	PO BOX 369			TRENTON	NJ	08625
NJ DIVISION OF REVENUE	CORPORATE UNIT	P.O. BOX 308		TRENTON	NJ	08646
NJDEP	401 E STATE ST			TRENTON	NJ	08625-0000
NORTH BERGEN TOWNSHIP	4233 KENNEDY BLVD			NORTH BERGEN	NJ	07047-0000
OFFICE OF THE CITY CLERK	ROSEMARY LICATESE	512 SPRINGFIELD AVE		SUMMIT	NJ	07901-0000
OLD BRIDGE MUNICIPAL UT AUTH	P O BOX 1006			LAWRENCE HARBOR	NJ	08879
OLD BRIDGE TOWNSHIP	1 OLD BRIDGE PLAZA			OLD BRIDGE	NJ	08857-0000
PARSIPPANY TOWNSHIP MUNICIPAL	1001 PARSIPPANY BLVD			PARSIPPANY	NJ	07054-0000
PASSAIC MUNICIPAL COURT	PASSAIC			PASSAIC	NJ	07055
PATERSON HEALTH	125 ELLISON STREET			PATERSON	NJ	07505-0000
PERMIT ADMINISTRATION SECTION	DIVISION OF WATER QUALITY	P.O. BOX 420		TRENTON	NJ	08625
POINT PLEASANT BEACH	LICENSING DEPT	416 NEW JERSEY AVE		POINT PLEASANT BEACH	NJ	08742-0000
POINT PLEASANT BEACH FIRE DEPT	416 NEW JERSEY AVE			POINT PLEASANT BEACH	NJ	08742-0000
POMPTON LAKES BOARD OF HEALTH	HEALTH	25 LENOX AVE		POMPTON LAKES	NJ	07442-0000
RAHWAY DEPT OF HEALTH	CITY HALL PLAZA			RAHWAY	NJ	07065-0000
RAHWAY POLICE DEPT RECORDS BUR	ALARM TRACKING AND BILLING	1 CITY HALL PLAZA		RAHWAY	NJ	07065-0000
RAMSEY DEPT OF HEALTH	33 NORTH CENTRAL AVE			RAMSEY	NJ	07446-0000
RANDOLPH TOWNSHIP	502 MILLBROOK AVENUE			RANDOLPH	NJ	07869-0000
SADDLE BROOK	FIRE PREVENTION BUREAU	540 SADDLE RIVER RD		SADDLE BROOK	NJ	07663-0000
SOUTH ORANGE	101 SOUTH ORANGE AVENUE			SOUTH ORANGE	NJ	07079-0000
SOUTH PLAINFIELD HEALTH DEPT	2480 PLAINFIELD AVE			SOUTH PLAINFIELD	NJ	07080-0000
STATE NEW JERSEY S U TAX		Taxation Building	50 Barrack Street 1st Floor Lobby	TRENTON	NJ	08695-0000

TRADEMARK

New Jersey Taxing Authority Service List
Served via First Class Mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
State of New Jersey	Department of the Treasury	Revenue Processing Center	PO Box 666	Trenton	NJ	06646-0666
STATE OF NEW JERSEY	DEPT OF BANKING AND INSURANCE	20 WEST STATE ST PO BOX 325		TRENTON	NJ	08625-0325
STATE OF NEW JERSEY	DIVISION OF ALCOHOLIC BEVERAGE CONTROL	PO BOX 087		TRENTON	NJ	08625-0087
State of New Jersey	Division of Taxation	Litter Control Fee	PO Box 274	Trenton	NJ	08646-0274
STATE OF NEW JERSEY	STATE BOARD OF PHARMACY	124 HALSEY ST 6TH FL		NEWMARK	NJ	07102-0000
SUMMIT	512 SPRINGFIELD AVENUE			SUMMIT	NJ	07901-0000
TOMS RIVER TOWNSHIP	BUREAU OF FIRE PREVENTION	33 WASHINGTON STREET		TOMS RIVER	NJ	08753-0000
TOWN HALL	1979 TOWNSHIP DR			MARLBORO	NJ	07746-0000
TOWNSHIP CLERK	475 VALLEY RD			WAYNE	NJ	07470-0000
TOWNSHIP OF BELLEVILLE	152 WASHINGTON AVENUE			BELLEVILLE	NJ	07109-0000
TOWNSHIP OF CLARK	HEALTH DEPARTMENT	430 WESTFIELD AVE		CLARK	NJ	07066-0000
TOWNSHIP OF DENVILLE	DIVISION OF HEALTH	95 EAST MAIN STREET		DENVILLE	NJ	07834-0000
TOWNSHIP OF MIDDLETOWN	BOARD OF HEALTH	KINGS HIGHWAY		MIDDLETOWN	NJ	07748-0000
TOWNSHIP OF MONTCLAIR	FIRE PREVENTION BUREAU	1 PINE STREET		MONTCLAIR	NJ	07042-0000
TOWNSHIP OF OLD BRIDGE	ONE OLD BRIDGE PLAZA			OLD BRIDGE	NJ	08857-0000
TOWNSHIP OF ROXBURY	1715 ROUTE 46			LEDGEWOOD	NJ	07852-0000
TOWNSHIP OF SADDLE BROOK	93 MARKET STREET			SADDLE BROOK	NJ	07663-0000
TOWNSHIP OF STAFFORD	BOARD OF HEALTH	775 EAST BAY AVENUE		MANAHAWKIN	NJ	08050-0000
TOWNSHIP OF STAFFORD	BUREAU OF FIRE PREVENTION	260 EAST BAY AVE		MANAHAWKIN	NJ	08050-0000
TOWNSHIP OF TOMS RIVER	DEPT OF HEALTH	P O BOX 728		TOMS RIVER	NJ	08754
TOWNSHIP OF VERNON	21 Church Street			Vernon	NJ	07462-0000
TOWNSHIP OF VERNON	FIRE PREVENTION OFFICE	21 CHURCH STREET		VERNON	NJ	07462-0340
TOWNSHIP OF WARREN	46 MOUNTAIN BLVD			WARREN	NJ	07059-5695
TOWNSHIP OF WASHINGTON	285 PASCACK ROAD			WASHINGTON TOWNSHIP	NJ	07675-0000
TOWNSHIP OF WASHINGTON	350 HUDSON AVE	BERGEN COUNTY		TWP OF WASHINGTON	NJ	07676-0000

New Jersey Taxing Authority Service List
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NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	ZIP
TOWNSHIP OF WEST MILFORD	DEPARTMENT OF HEALTH NJDEP DIVISION OF REVENUE	1480 UNION VALLEY ROAD		WEST MILFORD	NJ	07480-0000
TREASURER STATE OF NEW JERSEY	6201 ATLANTIC AVENUE	P O BOX 638		TRENTON	NJ	08646
VENTNOR	2700 ALLAIRE RD			VENTNOR	NJ	08406-0000
WALL TOWNSHIP BD OF HEALTH				WALL	NJ	07719-0000
WALL TOWNSHIP MUNICIPAL COURT	ATTN PAUL CONNORS	2700 ALLAIRE RD		WALL	NJ	07719-0000
WANAQUE BOROUGH	HEALTH DEPT	579 RINGWOOD AVE		WANAQUE	NJ	07465-0000
WANAQUE FIRE DEPARTMENT	FIRE PREVENTION BUREAU	P O BOX 336		WANAQUE	NJ	07465
WANTAGE TOWNSHIP BOARD OF	HEALTH	888 STATE RTE 23		WANTAGE	NJ	07461-0000
WARREN COUNTY HEALTH DEPT	WARREN COUNTY HEALTH DEPARTMENT	700 OXFORD ROAD		OXFORD	NJ	07863-0000
WASHINGTON TWP	350 ROUTE 57 WEST			WASHINGTON TWP	NJ	07470-0000
Washington TWP Fire	16 Pleasant Valley Road			Washington Township	NJ	07882-0000
WASHINGTON TWP MUNICIPAL COURT	100 PORT MURRAY ROAD			PORT MURRAY	NJ	07865-0000
WAYNE HEALTH DEPT	475 VALLEY RD			WAYNE	NJ	07470-0000
WEEHAWKEN TOWNSHIP	400 PARK AVE			WEEHAWKIN	NJ	07087-0000
WEST NEW YORK HEALTH DEPT	428 60TH STREET			WEST NEW YORK	NJ	07093-0000
WOODBRIIDGE HEALTH DEPARTMENT	WOODBRIIDGE PUBLIC HEALTH CTR	2 GEORGE FREDERICK PLAZA		WOODBRIIDGE	NJ	07095-0000
WOODCLIFF LAKE FIRE DEPARTMENT	180 PASCACK ROAD			WOODCLIFF LAKE	NJ	07677-0000
WOODLAND PARK BOH	5 BROPHY LANE			WOODLAND PARK	NJ	07424-0000

TRADEMARK

Exhibit E

Landlord Service List
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NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE	COUNTRY	TRADEMARK
105 SOUTH AVENUE, INC.	PO BOX 4508			WARREN	NJ	07059-0000		
ACKLINIS YONKERS REALTY LLC	187 MILLBURN AVE., SUITE 6			MILLBURN	NJ	07041-0000		
AIRPORT ASSOCIATES	1201 N. ORANGE STREET			WILMINGT ON	DE	19801		
APW SUPERMARKETS, INC.	Attn General Counsel	2 PARAGON DRIVE		MONTVALE	NJ	07645		
ASSOCIATED GENERAL BUILDERS, INC.	7021 WOODBRIDGE CIRCLE			BOCA RATON	FL	33432		
BERNARDS PLAZA ASSOCIATES, LLC	820 MORRIS TURNPIKE			SHORT HILLS	NJ	07078-0000		
BRIDGEMARKET ASSOCIATES, L.P.	11760 US Highway 1	Suite 503W		North Palm Beach	FL	33408		
BRIXMOR IVYRIDGE SC, LLC	420 LEXINGTON AVE., 7TH FLOOR			NEW YORK	NY	10170		
BRIXMOR LAUREL SQUARE OWNER, LLC	420 LEXINGTON AVE., 7TH FLOOR			NEW YORK	NY	10170		
CBRE, INC.	ATTN: PROPERTY MANAGER - COUNTY LINE PLAZA, 1200 LIBERTY RIDGE DR, SUITE 320			WAYNE PORT WASHINGTON	PA	19087		
CEDAR-CARMANS, LLC	44 S. BAYLES AVE. #304			ON	NY	11050		
Certilman Balin Adler & Hyman, LLP	Attn Richard J. McCord, Esq. & Carol A. Gillick, Esq.	90 Merrick Avenue	9th Floor	East Meadow	NY	11554		
Clark Hill PLC	Attn David M. Blau, Esq. & Paul S. Magy, Esq.	151 S. Old Woodward Ave.	Ste. 200	Birmingham	MI	48009		

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Curtin & Heefner LLP	Attn Robert Szwaljos, Esquire 3300 ENTERPRISE PARKWAY	250 N. Pennsylvania Avenue		Morrisville	PA	19067	
DDRM WEST FALLS PLAZA LLC				CLEVELAND	OH	44122	
EUGENE A. DELLE DONNE & SON, L.P.	Attn General Counsel	C/O DELLE DONNE & ASSOCIATES INC., 100 WEST COMMONS BLVD., SUITE 100		NEW CASTLE	DE	19720	
FIRST RE INVESTMENT TRUST NJ	505 MAIN STREET 71 VALLEY STREET, SUITE 204			HACKENSAC K SOUTH ORANGE	NJ	07602-0000	
FORSONS ASSOCIATES	350 THEODORE FREMID AVE.			RYE NORTH MIAMI BEACH	NY	10580	
GARDEN CITY PARK ASSOCIATES, LLC					FL	33162	
GATOR GARWOOD PARTNERS, LTD.	1595 N.E. 163RD STREET						
GBR VALLEY COTTAGE LIMITED LIABILITY COMPANY	C/O GIBRALTAR MANAGEMENT CO. INC., 150 WHITE PLAINS ROAD			TARRYTOW N	NY	10591	
Gleich, Siegel & Farkas LLP	Attn Lara P. Emouna, Esq.	36 South Station Plaza		Great Neck	NY	11021	
Goetz Fitzpatrick LLP	Attn Gary M. Kushner, Esq.	One Penn Plaza	31st Floor	New York	NY	10119	
GOODRICH HAZLET, LLC	560 SYLVAN AVE.			ENGLEWOO D CLIFFS	NJ	07632-0000	
GRAYS FERRY SHOPPING CENTER ASSOCIATES	2 NESHAMNY INTERPLEX			TREVOSE	PA	19053	

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Greenberg Traurig, LLP	Attn Daniel J. Ansell, Kenneth A. Philbin & Hal N. Beerman	200 Park Avenue		New York	NY	10166		
HIGHWAY 22 GROCERY OWNERS, LLC	421 SEVENTH AVENUE			NEW YORK	NY	10001		
HIKE ENTERPRISES LLC	ONE INDIAN ROAD			DENVILLE	NJ	07834-0000		
HOFFMAN LINDENHURST GROCERY LLC	374 MCLEAN AVENUE			YONKERS	NY	10705		
HYLAN PLAZA 1339, LLC	3333 NEW HYDE PARK ROAD, SUITE 100			NEW HYDE PARK	NY	11042		
KA AT FAIRLESS HILLS, L.P.	25A HANOVER ROAD, SUITE 350			FLORHAM PARK	NJ	07932-0000		
Katten Muchin Rosenman LLP	Attn Dustin P. Branch, Esq.	2029 Century Park East	Suite 2600	Los Angeles	CA	90067-3012		
Keane & Beane, PC	Attn Andrew P. Tureaud, Esq.	445 Hamilton Avenue	15th Floor	White Plains	NY	10601		
Kroll, McNamara, Evans & Delehanty, LLP	Attn Douglas M. Evans, Esquire	65 Memorial Road	Suite 300	West Hartford	CT	06107		
Lasser Hochman, LLC	Attn Richard L. Zucker, Esq.	75 Eisenhower Parkway		Roseland	NJ	07068		
Law Offices of Michael H. Landis, LLC	Attn Michael H. Landis, Esquire	Two Neshaminy Interplex	Suite 204	Roseland	PA	19053		
LEVIN PROPERTIES, L.P.	975 ROUTE 22 WEST			NORTH PLAINFIELD	NJ	07061-0000		
LIPPES MATTHIAS WEXLER FRIEDMAN LLP	ATTN: PAUL F WELLS, PARTNER, 665 MAIN STREET, SUITE 300			BUFFALO	NY	14203-1425		
Lowenstein Sandler LLP	Attn: Bruce Buechler, Esq.	65 Livingston Avenue		Roseland	NJ	07068		
LYONS PLAZA LLC	651 MT. PLEASANT AVENUE			LIVINGSTON	NJ	07039-0000		

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MARVIN L. LINDNER ASSOCIATES LLC	1161 MEADOW BROOK ROAD			MERRICK	NY	11566	
MASS ONE LLC	295 MADISON AVENUE, 2ND FLOOR			NEW YORK	NY	10017	
MBB REALTY LIMITED PARTNERSHIP	123 COULTER AVENUE, SUITE 200			ARDMORE	PA	19003	
Meltzer, Lippe, Goldstein & Breitstone, LLP	Attn Thomas J. McGowan, Esq.	190 Willis Avenue		Mineola	NY	11501	
NA	395 PLEASANT VALLEY WAY			WEST ORANGE	NJ	07052-0000	
NATIONAL SHOPPING CENTER ASSOCIATES, LLC	429 SYLVAN AVENUE			ENGLEWOOD CLIFFS	NJ	07632-0000	
NAVAL CREST ASSOCIATES, LLC	477 COLONIAL ROAD			RIDGEWOOD	NJ	07450-0000	
NEW COMMUNITY MANOR URBAN	233 WEST MARKET STREET			NEWARK	NJ	07103-0000	
NEW HOPE CENTERS	C/O SAUL ASSOCIATES, 115 OLD YORK ROAD			JENKINTOWN	PA	19046	
NORTH BABYLON ASSOCIATES	151 IRVING PLACE			WOODMERE	NY	11598	
NW EAST MEADOW GROCERY LLC	8214 WESTCHESTER DRIVE, 9TH FLOOR			DALLAS	TX	75225	
OCEAN CITY FACTORY OUTLETS I, LC	3200 NORTHLINE AVENUE, SUITE 360			GREENSBORO	NC	27408	
Porzio, Bromberg & Newman, PC	Attn Brett S. Moore, Esq. & Michael J. Naporano, Esq.	156 West 56th Street	Suite 803	New York	NY	10019-3800	
POSEL ENTERPRISES	212 WALNUT STREET			PHILADELPHIA	PA	19106	

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POSEL STATION ASSOCIATES	212 WALNUT STREET			PHILADELPHIA	PA	19106	
ROCKLAND CENTER ASSOCIATES, LLC	460 PARK AVENUE			NEW YORK	NY	10022	
Rosenberg Calica & Birney LLP	Attn Robert J. Howard	100 Garden City Plaza	Suite 408	Garden City	NY	11530	
ROUTE 513 AT SLIKER ROAD, LLC	PO BOX 741626			BOYNTON BEACH	FL	33474	
RUDETH REALTY COMPANY	425 EAST 58TH STREET			NEW YORK	NY	10022	
SAUL LERNER MANAGEMENT CORP.	1705 BROADWAY			HEWLETT	NY	11557	
SAUL LERNER MANAGEMENT CORP.	1705 BROADWAY			HEWLETT	NY	11557	
SEBASTIAN PARSIPPANY, LP	1401 BROAD STREET			CLIFTON	NJ	07013-0000	
SEROTA BROOKTOWN I & II, LLC	70 E. SUNRISE HWY			VALLEY STREAM	NY	11581	
STALTAC ASSOCIATES	1455 VETERANS MEMORIAL HWY			HAUPPAUGE	NY	11787	
Stark & Stark, PC	Attn Thomas S. Onder, Esquire & Jeffrey S. Posta, Esq.	993 Lenox Drive, Bldg. 2	P.O. Box 5315	Princeton	NJ	08543-5315	
SUNRISE MASS LLC	C/O PHILLIPS INTERNATIONAL	295 MADISON AVENUE, 2ND FLOOR		NEW YORK	NY	10017	
SUSO 1 COUNTY LINE LP	C/O SLATE PROPERTIES ATTN: GENERAL COUNSEL, 121 KING ST WEST, SUITE 200			TORONTO	ON	M5H 3T9	CANADA
TANO SHOPPING CENTER LIMITED	100 WOODBRIDGE CENTER			WOODBRIDGE	NJ	07095-0000	
UB POMPTON LAKES I, LLC	C/O URSTADT BIDDLE PROPERTIES, INC., 321 RAILROAD AVENUE			GREENWICH	CT	06830-0000	

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VETS & SPARTAN, LLC	1328 MOTOR PARKWAY			HAUPPAUG E	NY	11749	
WASHINGTON SHOPPING CENTER INC.	237 SOUTH STREET			MORRISTO W/N	NJ	07962-0000	
WEST 12TH STREET OWNERS, INC.	18 EAST 50TH STREET			NEW YORK	NY	10022	
WEST MILFORD SHOPPING PLAZA, LLC	ONE INDIAN ROAD, SUITE #1			DENVILLE	NJ	07834-0000	
Westernman Ball Ederer Miller Zucker & Sharfstein, LLP	Attn Mickee M. Hennessy, Esq., Thomas A. Draghi, Esq. & John E. Westernman, Esq.			Uniondale	NY	11556	
WOODBIDGE PLAZA LLC	893 ROUTE 22 WEST	1201 RXR Plaza		PLAINFIELD	NJ	07060-0000	

TRADEMARK

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Garrett A. Fail

*Attorneys for Debtors
and Debtors in Possession*

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

-----X	
In re	:
	:
	: Chapter 11
	:
THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., et al.,	:
	:
	: Case No. 15-23007 (RDD)
	:
Debtors.¹	:
	: (Jointly Administered)
-----X	

**CERTIFICATE OF NO OBJECTION PURSUANT TO
28 U.S.C. § 1746 REGARDING PROPOSED SALE OF PATHMARK IP ASSETS
TO K-50-15 CORP. PURSUANT TO DE MINIMIS ASSET SALE PROCEDURES ORDER**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:

On November 16, 2015, the Bankruptcy Court entered an order (Docket No. 546) (the “**De Minimis Asset Sale Procedures Order**”) establishing procedures governing the sale of de minimis assets.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: 2008 Broadway, Inc. (0986); The Great Atlantic & Pacific Tea Company, Inc. (0974); A&P Live Better, LLC (0799); A&P Real Property, LLC (0973); APW Supermarket Corporation (7132); APW Supermarkets, Inc. (9509); Borman’s, Inc. (9761); Delaware County Dairies, Inc. (7090); Food Basics, Inc. (1210); Kwik Save Inc. (8636); McLean Avenue Plaza Corp. (5227); Montvale Holdings, Inc. (6664); Montvale-Para Holdings, Inc. (2947); Onpoint, Inc. (6589); Pathmark Stores, Inc. (9612); Plainbridge LLC (5965); Shopwell, Inc.(3304); Super Fresh Food Markets, Inc. (2491); The Old Wine Emporium of Westport, Inc. (0724); Tradewell Foods of Conn., Inc. (5748); and Waldbaum, Inc. (8599). The international subsidiaries of The Great Atlantic & Pacific Tea Company, Inc. are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

Pursuant to 28 U.S.C. § 1746, and in accordance with this Court's case management procedures set forth in the *Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures* (Docket No. 62) (the "**Case Management Order**"), the undersigned hereby certifies as follows:

1. On December 4, 2015, the Debtors filed a *De Minimis Asset Sale Notice for Pathmark IP Assets* (Docket No. 2013) (the "**Notice**") announcing the Debtors' intent to sell their Pathmark IP Assets² to K-50-15 Corp. (the "**Pathmark IP Transaction**") pursuant to the terms of an asset purchase agreement annexed to the Notice (the "**APA**"). The Notice indicated that, if the Debtors were not served with a written objection to the Pathmark IP Transaction by December 11, 2015 at 4:00 p.m. (Eastern Time) (the "**Objection Deadline**"), the Debtors would be immediately authorized to consummate the transaction in accordance with the De Minimis Asset Sale Procedures and the terms of the APA.

2. The Objection Deadline has now passed and, to the best of my knowledge, no responsive pleadings to the Notice have been (a) filed with the Court on the docket of the above-referenced cases in accordance with the procedures set forth in the De Minimis Asset Sale Procedures Order and the Case Management Order or (b) served on counsel to the Debtors, in each case, with respect to the Pathmark IP Transaction.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Notice.

I declare that the foregoing is true and correct.

Dated: December 14, 2015
New York, New York

/s/ Garrett A. Fail
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Garrett A. Fail

*Attorneys for Debtors
and Debtors in Possession*