

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

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In re:	)	Chapter 11
	)	
THE GREAT ATLANTIC & PACIFIC TEA	)	Case No. 10-24549 (RDD)
COMPANY, INC., <i>et al.</i>	)	
	)	
Debtors.	)	Jointly Administered
	)	

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**ORDER AUTHORIZING  
THE DEBTORS TO ENTER INTO PLAN SUPPORT AGREEMENT  
WITH CERTAIN HOLDERS OF THE DEBTORS' SECOND LIEN NOTES**

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Upon the motion (the "**Motion**")<sup>1</sup> of The Great Atlantic & Pacific Tea Company, Inc. ("**A&P**") and certain of its affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") for the entry of an order (this "**Order**") authorizing and approving the entry of an order pursuant to sections 363 of the Bankruptcy Code authorizing the Debtors to enter into the Plan Support Agreement attached hereto as **Exhibit 1** (the "**Plan Support Agreement**"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and 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 upon the record of the hearing held by the Court on the Motion on December 15, 2011; and the Court having found that the negotiation of, and entry into, the Plan Support Agreement does not constitute a solicitation for purposes of sections 1125 and 1126 of the Bankruptcy Code; and it appearing that the relief requested in the Motion will benefit the Debtors' estates, their creditors and all other parties in interest; and due and proper

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings set forth in the Motion or the Plan Support Agreement, as applicable.



notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor, it is **ORDERED** that:

1. The Motion is granted to the extent provided herein.
2. The Debtors are authorized to enter into the Plan Support Agreement and perform thereunder, and the Plan Support Agreement is approved in its entirety.
3. Provided the Investors are not in breach of their obligations of the Securities Purchase Agreements: (a) the Debtors' rights under Sections 3 (to the extent the Debtors seek consent from the Requisite Consenting Noteholders as provided therein), 5(a), 6, and 10 of the Plan Support Agreement shall be subject to the Investors' prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed) (and shall be exercised in consultation with the Official Committee of Unsecured Creditors appointed in these chapter 11 cases and the DIP Facility Administrative Agent); and (b) each Investor shall be deemed a third party beneficiary of the Plan Support Agreement to enforce such rights.
4. Upon the termination of the Plan Support Agreement, the waivers provided by the Consenting Noteholders in Section 2(b)(i) of the Plan Support Agreement shall be void ab initio; provided that if such termination occurs on account of a material breach of the Plan Support Agreement by one or more of the Consenting Noteholders, then the foregoing shall not apply to the breaching Consenting Noteholders.
5. The Debtors' entry into the Plan Support Agreement shall not constitute a solicitation of votes of the Consenting Noteholders in violation of section 1125(b) of the Bankruptcy Code.

6. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry by the Court.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: White Plains, New York  
December 19, 2011

/s/Robert D. Drain  
United States Bankruptcy Judge

**Exhibit 1**

**Plan Support Agreement**

## **PLAN SUPPORT AGREEMENT**

This PLAN SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”), dated as of December 12, 2011 (the “Execution Date”), is entered into by and among The Great Atlantic & Pacific Tea Company, Inc. (“A&P”) on behalf of itself and its subsidiaries that are currently debtors and debtors in possession (collectively, the “Debtors”) in chapter 11 cases pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) captioned In re The Great Atlantic & Pacific Tea Company, Inc., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y.) (collectively, the “Chapter 11 Cases”) and certain holders of Second Lien Note Claims as parties hereto from time to time (together with their respective successors and permitted assigns, the “Consenting Noteholders”).<sup>1</sup>

The Debtors, each Consenting Noteholder, and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof are referred herein as the “Parties” and individually as a “Party.”

### **RECITALS**

**WHEREAS**, on December 12, 2011, the Debtors commenced the Chapter 11 Cases in the Bankruptcy Court.

**WHEREAS**, as of the date hereof, the Consenting Noteholders hold, in the aggregate, in excess of 66-2/3% of the aggregate outstanding principal amount of Second Lien Note Claims.

**WHEREAS**, certain of the Consenting Noteholders are members of the Ad Hoc Consortium of Certain Holders of A&P 11 3/8% Senior Secured Notes (the “Ad Hoc Consortium”), as described more fully in the *Amended Verified Statement of Brown Rudnick LLP Pursuant to Bankruptcy Rule 2019(a)* filed with the Bankruptcy Court on November 11, 2011 [Docket No. 2856].

**WHEREAS**, on and prior to the date hereof, the Debtors, the Consenting Noteholders, and the Investors have engaged in arm’s length, good faith negotiations regarding, among other things: (a) the settlement and compromise of claims asserted by the Consenting Noteholders related to the Applicable Premium (as defined in the Second Lien Indenture), interest on interest, default interest, and other charges or fees potentially arising under or related to the Second Lien Indenture or the Second Lien Notes; and (b) treatment under a plan of reorganization that would resolve such matters in a manner reasonably acceptable to each of the Parties.

**WHEREAS**, subject to the terms and conditions set forth herein, the Debtors intend to propose, and each Consenting Noteholder intends to support, certain modifications to the *Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated November 29, 2011 [Docket No. 2927] (as amended, supplemented or modified

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<sup>1</sup> Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Plan (as defined herein).

from time to time and as amended in accordance this Agreement, the “Plan”), subject to terms and conditions set forth herein.

**WHEREAS**, in expressing such support and commitment, the Parties recognize that certain undertakings contemplated by this Agreement are subject to, among other things, the solicitation and disclosure requirements of applicable bankruptcy law.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) “Approval Order” means an order of the Bankruptcy Court approving this Agreement that is materially consistent with this Agreement and otherwise reasonably acceptable to the Requisite Consenting Noteholders, the Debtors, and the Investors.

(b) “Plan Support Effective Date” means the first business day on which each of the following conditions shall have occurred:

(i) counterpart signature pages to this Agreement shall have been executed and delivered to the Debtors by Consenting Noteholders holding in excess of 66-2/3% in aggregate principal amount of the Second Lien Note Claims;

(ii) the Bankruptcy Court shall have entered the Approval Order; and

(iii) the Debtors shall have executed and delivered a counterpart signature page to the Consenting Noteholders.

(c) “Final DIP Order” means the *Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition 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) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364* entered by the Bankruptcy Court on January 11, 2011 [Docket No. 479].

(d) “Requisite Consenting Noteholders” means, as of any date of determination, Consenting Noteholders holding in excess of 50% of all Second Lien Note Claims held by the Consenting Noteholders as of such date.

2. Agreements of the Consenting Noteholders.

(a) Voting. Each Consenting Noteholder, solely in its capacity as a holder of Second Lien Note Claims and in no other capacity (but without limiting Section 2(e) hereof), agrees that, so long as this Agreement has not been terminated as provided herein, such Consenting Noteholder shall:

(i) subject to the receipt by such Consenting Noteholder of a Disclosure Statement approved by the Bankruptcy Court, (A) timely vote or cause to be voted its Second Lien Note Claims held against the Debtors to accept the Plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis following commencement of the solicitation of acceptances of a Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code and (B) not change or withdraw such vote (or cause or direct such vote to be changed or withdrawn); provided that such vote shall be immediately revoked and deemed void ab initio upon termination of this Agreement as provided herein and written notice having been delivered to the Debtors in accordance with Section 19 hereof;

(ii) support, and use good faith efforts to promote the solicitation, confirmation, and consummation of the Plan and the transactions contemplated thereby (including by filing a statement with the Bankruptcy Court in support thereof);

(iii) not vote or cause to be voted its Second Lien Note Claims against and not consent to, or otherwise directly or indirectly support, solicit, assist, encourage or participate in the formulation, pursuit or support of, any restructuring or reorganization of the Debtors (or any plan or proposal in respect of the same) other than the Plan; and

(iv) not take any other action, including initiating any legal proceedings or enforcing rights as a holder of the Second Lien Note Claims, that could prevent, interfere with, delay or impede the approval of the Disclosure Statement, the solicitation of votes in connection with the Plan, or consummation of the Plan.

(b) Further Agreements. Each Consenting Noteholder agrees that, so long as this Agreement has not been terminated as provided herein, such Consenting Noteholder shall:

(i) waive and shall be deemed to have waived (A) the right to assert or prosecute any claims against the Debtors, their estates, or their successors on account of the Applicable Premium or any other makewhole claim, prepayment premium, prepayment penalty or similar claim or charge arising under or related to the Second Lien Notes or the Second Lien Indenture, (B) as of the Effective Date (and not before such date), any claims against the Debtors, their estates, or their successors on account of the Applicable Premium or any other makewhole claim, prepayment premium, prepayment penalty or similar claim or charge arising under or related to the Second Lien Notes or the Second Lien Indenture, and (C) any recovery under the Plan from the Debtors, their estates, or their successors on account of any Applicable Premium, makewhole claim, prepayment premium, prepayment penalty, or similar claim or charge;

(ii) elect the cash treatment provided to holders of Second Lien Note Claims as set forth by Article III.C.1c.ii.A of the Plan amendments set forth on the exhibit attached hereto as **Exhibit A**; and

(iii) no later than one (1) business days following the Plan Support Effective Date and entry of an order of the Bankruptcy Court approving the Disclosure Statement for the Plan (as amended as provided herein), cause the direction letter attached hereto as **Exhibit B** to be sent to the Second Lien Trustee; provided that such direction letter may be sent

by or on behalf of Consenting Noteholders that are members of the Ad Hoc Consortium holding in excess of 50% of the aggregate principal outstanding amount of Second Lien Note Claims.

(c) Rights of Consenting Noteholder Unaffected. Nothing contained herein shall: (i) limit (A) the ability of a Consenting Noteholder to consult with other Consenting Noteholders, the Ad Hoc Consortium, the Debtors, or the Investors or (B) the rights of a Consenting Noteholder to be heard as a party in interest in the Chapter 11 Cases, or (C) the rights of a Consenting Noteholder to defend against any objection to, or estimation of, any of its Claims, in each case so long as such consultation, appearance or defense is consistent with the Consenting Noteholder's obligations under this Agreement; or (ii) limit the ability of a Consenting Noteholder to sell or enter into any transactions in connection with the Second Lien Note Claims or any other claims against or interests in the Debtors, subject to the terms of Section 2(d) and Section 2(e) hereof.

(d) Transfers. Each Consenting Noteholder agrees that it shall not sell, transfer, loan, issue, pledge, hypothecate, assign or otherwise dispose of (including by participation) (each, a "Transfer"), directly or indirectly, in whole or in part, any Second Lien Note Claim or any option thereon or any right or interest therein or any other claims against or interests in the Debtors unless the transferee thereof, prior to such Transfer, agrees in writing for the benefit of the Parties to become a Consenting Noteholder and to be bound by this Agreement by executing the joinder attached hereto as Exhibit C (the "Joinder Agreement"), and delivering an executed copy thereof, within three (3) business days of such execution, to the Debtors, with copies to the Investors, as set forth in Section 19 below, in which event (i) the transferee shall be deemed to be a Consenting Noteholder hereunder and (ii) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. Each Consenting Noteholder agrees that any Transfer of any Second Lien Note Claims or any other claims against or interests in the Debtors that does not comply with the terms and procedures set forth by this Section 2(d) shall be deemed void *ab initio*, and the Debtors and each other Consenting Noteholder shall have the right to avoid such Transfer.

(e) Additional Claims or Equity Interests. To the extent any Consenting Noteholder: (i) beneficially acquires additional Second Lien Note Claims, (ii) beneficially holds or acquires any other claims against the Debtors, or (iii) beneficially holds or acquires any equity interests in the Debtors, each such Consenting Noteholder agrees that such Second Lien Note Claims or other claims or equity interests shall be subject to this Agreement and that, so long as this Agreement has not been terminated, it shall vote (or cause to be voted) any such additional Second Lien Note Claims or other claims or equity interests entitled to vote on the Plan, in each case to the extent still held by it or on its behalf at the time of such vote, in favor of the Plan, consistent with Section 2(a) hereof.

3. Agreements of the Debtors. The Debtors agree that, so long as this Agreement has not been terminated as provided herein, unless otherwise permitted or required by this Agreement or consented to in writing by the Requisite Consenting Noteholders, the Debtors shall:

(a) Within two (2) business days of the Execution Date:



(i) cause Article III.C.1 of the Plan to be replaced in its entirety with the text set forth on Exhibit A attached hereto and make such other conforming changes reasonably acceptable to Brown Rudnick LLP, in its capacity as counsel to the Ad Hoc Consortium, as may be reasonably necessary and appropriate to implement such changes;

(ii) amend the Plan to provide that cash distributions payable to holders of Second Lien Note Claims pursuant to Article III.C.1 (as set forth in Exhibit A) shall be paid on the Effective Date;

(iii) amend the Plan to provide that each Consenting Noteholder and its respective current and former parents, affiliates, subsidiaries, officers, directors, principals, employees, members, managers, agents, partners, professionals, financial and other advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in their capacities as such shall be a Released Party and an Exculpated Party under the Plan;

(iv) amend the Plan to provide the Second Lien Trustee and its respective current and former parents, affiliates, subsidiaries, officers, directors, principals, employees, members, managers, agents, partners, professionals, financial and other advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in their capacities as such shall be a Released Party and an Exculpated Party under the Plan to the extent the Second Lien Trustee does not take any action, including initiating any legal proceedings, materially inconsistent with the substance of this Agreement or that materially interferes with the consummation of the matters contemplated by this Agreement;

(v) amend the Plan to provide that the reasonable and documented fees and expenses of (A) the Second Lien Trustee and Seward & Kissell LLP in its capacity as counsel to the Second Lien Trustee, and (B) Brown Rudnick LLP and Miller Buckfire & Co. LLC in their capacities as advisors to the Second Lien Trustee and/or the Ad Hoc Consortium (as applicable) shall be Administrative Claims Allowed against the Debtors' estates payable on the Effective Date in an aggregate amount not to exceed \$1,800,000.00 plus any fees and expenses payable by the Debtors pursuant to Paragraph 15(e)(ii) of the Final DIP Order that remain unpaid as of the Effective Date (the "Second Lien Professional Fee Cap"); provided that the foregoing shall not in any way limit, waive, or modify (x) the rights of the Second Lien Trustee and its attorneys, professionals, and advisors to seek payment and/or reimbursement of fees, costs, and expenses pursuant to the Second Lien Indenture, including any such fees, costs, and expenses exceeding the Second Lien Professional Fee Cap or (y) any party's ability to contest any such additional fees or expenses sought under clause (x) hereof; provided further that the foregoing shall not limit nor be deemed to limit fees and expenses payable by the Debtors pursuant to Paragraph 15(e)(ii) of the Final DIP Order; and

(vi) cause the Plan (as amended as provided herein) to be filed with the Bankruptcy Court.

(b) promptly execute and deliver this Agreement to the Consenting Noteholders upon entry of the Approval Order;

(c) use commercially reasonable efforts to promptly (A) obtain approval of the Disclosure Statement by the Bankruptcy Court, (B) obtain entry of the Confirmation Order (in a form consistent with this Agreement and otherwise reasonably acceptable to the Requisite Consenting Noteholders with respect to the matters pertaining to this Agreement), and (C) consummate the Plan;

(d) use commercially reasonable efforts to obtain approval by the Bankruptcy Court of the releases and exculpations to be implemented in the Plan pursuant to Section 3(a)(iii) and Section 3(a)(iv) hereof; provided that the Debtors' inability to secure Bankruptcy Court approval of such releases shall not be and shall not be deemed to be a breach of their obligations hereunder;

(e) not amend the Plan in a manner materially adverse to the Consenting Noteholders; provided that, the terms of the Replacement Second Lien Notes, whether effectuated through an amendment to the Plan or through the Plan Supplement, shall not be deemed to be materially adverse to the Consenting Noteholders; and

(f) unless otherwise required by the Bankruptcy Court, cause the amount of Second Lien Note Claims held by any Consenting Noteholder identified on the signature pages attached hereto to be redacted to the extent this Agreement is filed on the docket maintained in the Chapter 11 Cases; provided the Debtors may publicly disclose the aggregate principal amount of Second Lien Note Claims held by the Consenting Noteholders at any given time.

#### 4. Consenting Noteholders' Termination Events.

(a) The Requisite Consenting Noteholders may terminate this Agreement as to all Parties upon five (5) business days' written notice delivered in accordance with Section 19 hereof, at any time after the occurrence of, and during the continuation of, any of the following events, unless cured by the Debtors during such five (5) business day period or waived in writing by the Requisite Consenting Noteholders in their sole discretion:

(i) the Debtors having breached their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect;

(ii) the Effective Date does not occur by May 1, 2012 (which date may be extended once for a period of 30 days by the written consent of the Requisite Consenting Noteholders, which consent shall not be unreasonably withheld or delayed); provided that notwithstanding Section 10 hereof, any extension of such date beyond September 1, 2012 shall require the unanimous consent of all Consenting Noteholders;

(iii) the Plan having been amended so as to be materially inconsistent with this Agreement (subject to the proviso to Section 4(b) hereof);

(iv) the Confirmation Order having been entered by the Bankruptcy Court containing terms inconsistent with this Agreement and not otherwise reasonably acceptable to the Requisite Consenting Noteholders with respect to the matters pertaining to this Agreement (subject to the proviso to Section 4(b) hereof);

(v) the Debtors having failed to cause the Plan (as amended as provided herein) to be filed with the Bankruptcy Court as provided by Section 3(a)(vi) hereof; or

(vi) (A) an Event of Default (as defined in the DIP Credit Facility Agreement) shall have occurred and be continuing and not waived after the expiration of any applicable cure period provided therein and (B) the Debtors' obligations thereunder have been accelerated.

(b) Without limiting Section 4(a) hereof, each Consenting Noteholder may terminate this Agreement with respect to itself (this Agreement remaining in full force and effect as among the Debtors and all other Consenting Noteholders) upon five (5) business days' written notice to the Debtors following a material adverse change or material modification to the treatment of such Consenting Noteholders' Second Lien Note Claims provided by a Plan that has been effected without the prior written consent of such Consenting Noteholder, including, without limitation (x) any modification to the amount or timing of the cash payment provided to Consenting Noteholders under Article III.C.1.c of the Plan (as set forth on Exhibit A attached hereto), or (y) any modification to the Plan inconsistent with Sections 3(a)(ii) and 3(a)(v) hereof; provided that so long as the Debtors have complied with their obligations under Section 3(d) hereof, the failure of the Debtors to obtain approval by the Bankruptcy Court of any of the releases or exculpations to be implemented in the Plan pursuant to Section 3(a)(iii) and Section 3(a)(iv) hereof, and the amendment of the Plan to delete such releases or exculpations if required by the Bankruptcy Court, shall not entitle any Consenting Noteholder to terminate this Agreement; provided further that, notwithstanding anything herein to the contrary, the treatment ultimately provided under the Plan or ordered by the Bankruptcy Court on account of Second Lien Note Claims other than Second Lien Note Claims held by Consenting Noteholders (including, but not limited to, the terms of the Replacement Second Lien Notes) shall not be grounds for termination of this Agreement by any Consenting Noteholder.

(c) This Agreement shall terminate automatically upon the occurrence of:

(i) the Bankruptcy Court having entered an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or (C) dismissing the Chapter 11 Cases;

(ii) the Securities Purchase Agreements are terminated other than on account of (A) a Superior Transaction (as defined in the Securities Purchase Agreements) undertaken by the Debtors in accordance with Section 6.5(b) of each of the Securities Purchase Agreements or as provided by Section 6.3(i) of the Second Lien Securities Purchase Agreement or (B) a breach by one or more of the Investors of their obligations thereunder; or

(iii) the Debtors withdraw the Plan or file, propose, or otherwise support any chapter 11 plan other than the Plan, in each case other than on account of a Superior Transaction.<sup>2</sup>

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<sup>2</sup> For purposes of this Agreement, a Superior Transaction shall require the Debtors to provide Consenting Noteholders with the treatment as set forth on Exhibit A attached hereto and otherwise provide treatment

5. Debtors' Termination Events.

(a) The Debtors may terminate this Agreement as to all Parties upon five (5) business days prior written notice, delivered in accordance with Section 19 hereof, upon the occurrence of any of the following events unless cured by the Consenting Noteholders during such five (5) business day period or waived in writing by the Debtors in their sole discretion:

(i) a breach by one or more of the Consenting Noteholders of their obligations under Section 2 of this Agreement, unless the non-breaching Consenting Noteholders hold at least 66 2/3% of the aggregate principal amount of Second Lien Note Claims (in which case the Debtors may terminate this Agreement as to the breaching Consenting Noteholders only); or

(ii) a breach by one or more of the Consenting Noteholders of their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect, unless the non-breaching Consenting Noteholders hold at least 66 2/3% of the aggregate principal amount of Second Lien Note Claims (in which case the Debtors may terminate this Agreement as to the breaching Consenting Noteholders only).

(b) Notwithstanding anything herein to the contrary, the Debtors may terminate this Agreement if A&P's Board of Directors reasonably determines that continued performance would be inconsistent with the exercise of its fiduciary duties under applicable law.

6. Mutual Termination.

This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Debtors and the Requisite Consenting Noteholders.

7. Effect of Termination.

Subject to Section 14 hereof, upon the termination of this Agreement in accordance with Section 4, Section 5, or Section 6 hereof, (a) this Agreement shall become void and of no further force or effect, (b) the waivers provided by the Consenting Noteholders in Section 2(b)(i) shall be void ab initio, and (c) each Party shall be immediately released from its obligations, commitments, undertakings and agreements hereunder; provided that in no event shall any such termination relieve a Party hereto from liability or its obligations under this Agreement for its breach or non-performance of its obligations hereunder prior to the date of such termination.

8. Further Assurances; Acknowledgement.

(a) The Parties shall cooperate and work together in good faith and shall coordinate their activities with respect to: (i) all matters concerning the solicitation, confirmation, and consummation of the Plan; and (ii) all other matters reasonably necessary or advisable to consummate and make effective the transactions contemplated by this Agreement.

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consistent with, and no less favorable to the Consenting Noteholders than, the terms provided by this Agreement (including Sections 3(a)(ii) and 3(a)(v) hereof), subject to the proviso to Section 4(b) hereof.

(b) The Parties agree and acknowledge that this Agreement is not, and shall not be deemed, a solicitation for acceptances for a Plan or a solicitation for any of the Second Lien Note Claims. The acceptance of the Consenting Noteholders will not be solicited until the Consenting Noteholders have received a Disclosure Statement and related ballot, in each case as approved by the Bankruptcy Court.

9. Representations and Warranties.

(a) Each Party severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date a Consenting Noteholder becomes a party hereto), and subject to any approval of the Bankruptcy Court expressly contemplated by this Agreement:

(i) (A) such Party has all requisite corporate, partnership, limited liability or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and (B) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability, partnership or other similar action on its part;

(ii) the execution, delivery and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party; and

(iii) this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms.

(b) Each Consenting Noteholder severally (and not jointly), represents and warrants to the Debtors that, as of the date hereof (or as of the date such Consenting Noteholder becomes a party hereto), such Consenting Noteholder:

(i) is the beneficial owner of, or the duly authorized investment advisor, representative or fund manager for the beneficial owner of, the aggregate principal amount of Second Lien Note Claims set forth below its name on the signature page hereof (or below its name on the signature page of a Joinder Agreement for any Consenting Noteholder that becomes a party hereto after the date hereof);

(ii) has, with respect to the beneficial owners of such Second Lien Note Claims, (A) sole investment or voting discretion with respect to such Second Lien Note Claims, (B) full power and authority to vote on and consent to matters concerning such Second Lien Note Claims or to exchange, assign and transfer such Second Lien Note Claims or (C) full power and authority to bind or act on the behalf of, such beneficial owners; and

(iii) has made no prior assignment, sale, participation, grant, conveyance or other Transfer of, and has not entered into any other agreement to assign, sell,

participate, grant, convey or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any Second Lien Note Claims that are inconsistent with the representations and warranties of such Consenting Noteholder herein or would render such Consenting Noteholder otherwise unable to comply with this Agreement and perform its obligations hereunder.

10. Amendments.

This Agreement, including any exhibits or schedules hereto, may not be modified, amended or supplemented except in a writing signed by the Debtors and the Requisite Consenting Noteholders; provided, that any modification of, or amendment or supplement to, Sections 4(b), 4(c), and 11 hereof and this Section 10 shall require the written consent of all of the Parties.

11. Specific Acknowledgements.

(a) The Parties agree and acknowledge that, subject to Section 11(b) hereof, with respect to Goldman, Sachs & Co., one of the Consenting Noteholders identified on the signature pages attached hereto: (i) the term Consenting Noteholder, as used in this Agreement, shall refer only to the Americas Special Situations Group within Goldman, Sachs & Co.; (ii) this Agreement shall not in any way bind any other business unit, officer, employee, or affiliate of Goldman, Sachs & Co. that is now or might from time to time become a beneficial holder of any indebtedness, claim or equity interest in the Debtors; and (iii) nothing in this Agreement, shall in any way restrict or limit Goldman, Sachs & Co. (other than the Americas Special Situations Group to the extent necessary to comply with its obligations hereunder) from engaging in any brokerage, investment advisory, financial advisory, merger advisory, financing, asset management, trading, market making, or other similar activities.

(b) Goldman, Sachs & Co. agrees and acknowledges that: (i) without limiting any other provision of this Agreement, the Second Lien Note Claims identified on its signature page to this Agreement are expressly subject to Section 2(d) hereof; and (ii) it shall cause the Americas Special Situations Group within Goldman, Sachs & Co. to perform under this Agreement in good faith according to its terms.

12. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Plan Support Effective Date and not before such date. Upon the Plan Support Effective Date, this Agreement shall be deemed effective and thereafter the terms and conditions therein may only be amended, modified, waived or otherwise supplemented as set forth in Section 10 hereof.

13. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL

ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, SHALL BE BROUGHT IN THE BANKRUPTCY COURT, AND EACH OF THE PARTIES HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14. Survival.

Notwithstanding the termination of this Agreement, the agreements and obligations of the Parties in this Section 14, Sections 7, 13, 15, 16, 17, 19, 20, 21, and 22 hereof (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof; provided, that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

15. Headings.

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

16. Successors and Assigns; Severability.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives; provided, that nothing contained in this Section 16 shall be deemed to permit sales, assignments or other Transfers of Second Lien Note Claims or other claims against or interests in the Debtors other than in accordance with this Agreement. If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect.

17. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (and including the Plan), constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Debtors and each Consenting Noteholder shall continue in full force and effect.

18. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail in .pdf format or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

19. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by overnight delivery, courier or by registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) If to the Debtors, to:

The Great Atlantic & Pacific Tea Company, Inc.  
2 Paragon Drive  
Montvale, NJ 07645  
Attention: Frederic F. Brace  
Chief Administrative Officer & Chief Restructuring  
Officer  
-and-  
Christopher W. McGarry  
General Counsel & Corporate Secretary

With a copy to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: James H.M. Sprayregen, P.C.  
Paul M. Basta  
-and-  
Ray C. Schrock

provided that a copy of any notice delivered hereunder to the Debtors by a Consenting Noteholder shall also be delivered to the Investors in accordance with Section 19(c) hereof.

(b) if to a Consenting Noteholder or a transferee thereof, to the addresses set forth below following the Consenting Noteholder's signature (or as directed by any transferee thereof), as the case may be, with copies to:



Brown Rudnick LLP  
Seven Times Square  
New York, NY 10036  
Attention: Edward S. Weisfelner  
- and -  
Daniel J. Saval

(c) if to the Investors, to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038  
Attention: Kristopher M. Hansen  
- and -  
Jayme T. Goldstein

and

Latham & Watkins LLP  
355 South Grand Avenue  
Los Angeles CA 90071  
Attention: Robert A. Klyman  
- and -  
Robert O'Shea

20. Reservation of Rights; No Admission.

Except as provided in this Agreement and in any amendment among the Parties, if the transactions contemplated by this Agreement are not consummated, if the Plan Support Effective Date does not occur, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. This Agreement and the Plan are part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Subject to proviso concluding Section 7 hereof, and in each case other than in a proceeding to enforce this Agreement, in the event that this Agreement is terminated in accordance with its terms, then (x) nothing in this Agreement shall constitute an admission by any Party or shall be used, referred to or have any probative value in any proceeding, (y) this Agreement shall not have any *res judicata* or collateral estoppel effect or be of any force or effect, and (z) each of the Parties' respective interests, rights, remedies, and defenses shall be restored without prejudice as if this Agreement had never been executed.

21. Prevailing Party.

If any Party brings an action or proceeding against any other Party based upon a breach by such Party of its obligations hereunder, the prevailing Party shall be entitled to all reasonable expenses incurred, including reasonable and documented attorneys', accountants', and financial advisors fees in connection with such action or proceeding.

22. Confidentiality.

Unless otherwise ordered by the Bankruptcy Court or required by generally applicable law, the Debtors agree to keep confidential and not disclose to any third party the principal amount of Second Lien Note Claims set forth below each Consenting Noteholder's name on the signature pages hereof (or below its name on the signature page of a Joinder Agreement executed by a Consenting Noteholder that becomes a Party to this Agreement after the Execution Date).

23. Representation by Counsel.

Each Party acknowledges that it has been represented by, or provided a reasonable period of time to obtain access to and advice by, counsel with respect to this Agreement and the transactions contemplated herein. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

24. Investor Consent; Third Party Beneficiary.

Provided the Investors are not in breach of their obligations under the Securities Purchase Agreements: (a) the Debtors' rights under Sections 3 (to the extent the Debtors seek consent from the Requisite Consenting Noteholders as provided therein), 5(a), 6, and 10 of this Agreement shall be subject to the Investors' prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed); and (b) each Investor shall be deemed a third party beneficiary of this Agreement to enforce such rights.

[SIGNATURE PAGES FOLLOW]

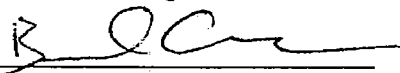
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.


**THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.** (for itself and all  
Debtors)

By: \_\_\_\_\_  
Name:  
Title:

[DEBTORS SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**AQR FUNDS - AQR DIVERSIFIED ARBITRAGE FUND**

By:   
Name: Bradley D. Asness  
Title: Vice President and Chief Legal Officer  
AQR Funds

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


AQR Capital Management, LLC  
Two Greenwich Plaza, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *General Counsel*

**AQR ABSOLUTE RETURN MASTER ACCOUNT, L.P.**

**By: AQR Capital Management, LLC, as Investment Manager**

By: 

Name: Bradley D. Asness  
Title: Principal & Chief Legal Officer  
AQR Capital Management, LLC

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


AQR Capital Management, LLC  
Two Greenwich Plaza, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *General Counsel*

**AQR DELTA MASTER ACCOUNT, L.P.**

**By: AQR Capital Management, LLC, as Investment Manager**

By: 

Name: **Bradley D. Asness**  
Title: **Principal & Chief Legal Officer  
AQR Capital Management, LLC**


Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:

AQR Capital Management, LLC  
Two Greenwich Plaza, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *General Counsel*

**AQR DELTA SAPPHIRE FUND, L.P.**

**By: AQR Capital Management, LLC, as Investment Manager**

By:   
Name: Bradley D. Asness  
Title: Principal & Chief Legal Officer  
AQR Capital Management, LLC

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:

AQR Capital Management, LLC  
Two Greenwich Plaza, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *General Counsel*

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**PRINCIPAL FUNDS INC. – GLOBAL MULTI-STRATEGY FUND**


**By: AQR Capital Management, LLC, as sub-advisor**

By:   
Name: Bradley D. Asness  
Title: Principal & Chief Legal Officer  
AQR Capital Management, LLC

together with,

**By: CNH Partners, LLC, as sub-advisor**

By:   
Name: Bradley D. Asness  
Title: Principal & Chief Legal Officer  
CNH Partners, LLC

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


AQR Capital Management, LLC  
Two Greenwich Plaza, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: General Counsel



**CNH DIVERSIFIED OPPORTUNITIES MASTER ACCOUNT, L.P.**

**By: CNH Partners, LLC, as Investment Manager**

By:   
Name: **Bradley D. Asness**  
Title: **Principal & Chief Legal Officer**  
**CNH Partners, LLC**

Principal Amount of Second Lien Note Claim   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

CNH Partners, LLC  
Two Greenwich Plaza, 1st Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *Compt Council*


[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**CNH MASTER ACCOUNT, L.P.**

**By: CNH Partners, LLC, as Investment Manager**

By: 

Name: **Bradley D. Arnes**  
Title: **Principal & Chief Legal Officer**  
**CNH Partners, LLC**

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:

CNH Partners, LLC  
Two Greenwich Plaza, 1st Floor  
Greenwich, CT 06830  
Tele: 203-742-3600  
Fax: 203-742-3100  
Attention: *C. Arnes / Counsel*

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

ARTIO GLOBAL MANAGEMENT LLC, ON BEHALF OF THE JULIUS BAER  
MULTI BOND, GLOBAL HIGH YIELD BOND FUND

By: Hendricus Bocxe  
Name: H. Bocxe  
Title: SVP

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

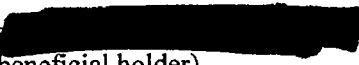
Attention: Hendricus Bocxe / Mary Bowers

ARTIO GLOBAL INVESTMENT FUNDS, ACTING SOLEY WITH RESPECT TO ITS  
SERIES ARTIO GLOBAL HIGH INCOME FUND

By: Hendricus Bocxe

Name: H. Bocxe

Title: SVP

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

Attention: Hendricus Bocxe / Mary Bowers

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

ARTIO GLOBAL MANAGEMENT LLC, ON BEHALF OF THE ARTIO GLOBAL  
HIGH INCOME FUND, LLC

By: Hendricus Bocxe  
Name: H. Bocxe  
Title: SVP

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

Attention: Hendricus Bocxe / Mary Bowers

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

ARTIO GLOBAL MANAGEMENT LLC, ON BEHALF OF THE GENERAL  
RETIREMENT SYSTEM OF THE CITY OF DETROIT

By: Hendricus Bocxe  
Name: H. Bocxe  
Title: SVP

Principal Amount of Second Lien Note Claim   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

Attention: Hendricus Bocxe / Mary Bowers

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

ARTIO GLOBAL MANAGEMENT LLC, ON BEHALF OF ARTIO GLOBAL  
CREDIT OPPORTUNITIES FUND

By: Hendricus Bocxe  
Name: H. Bocxe  
Title: SVP

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:

Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

Attention: Attention: Hendricus Bocxe / Mary Bowers

ARTIO GLOBAL MANAGEMENT LLC, ON BEHALF OF THE CITY OF  
PHILADELPHIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

By: Hendricus Bocxe  
Name: H. Bocxe  
Title: SVP

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

Artio Global Management LLC  
330 Madison Avenue  
New York, New York 10017

Attention: Hendricus Bocxe / Mary Bowers




**CAPITAL VENTURES INTERNATIONAL**

**By: Susquehanna Advisors Group, Inc.**

By: 

Name: Brian Sullivan

Title: Treasurer

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:


Capital Ventures International  
c/o Susquehanna Advisors Group, Inc.  
401 City Avenue – Suite 220  
Bala Cynwyd, PA 19004  
Tele: 610-617-2781  
Fax: 610-747-2081  
Attention:

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

HKPA

**DAVIDSON KEMPNER CAPITAL MANAGEMENT LLC, as investment advisor  
to its affiliated funds**

By:   
Name: **CONOR BASTABLE**  
Title: Managing Member

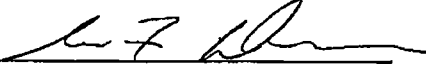
Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


Davidson Kempner Capital Management LLC  
65 East 55<sup>th</sup> Street  
New York, NY 10022  
Tele: 212-446-4000  
Fax: 646-924-0498  
Attention: Morgan Blackwell

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**GOLDMAN, SACHS & CO.**  
**On behalf of the Americas Special Situations Group**

By: 

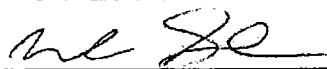
Name:  
Title: **ALBERT DOMBROWSKI**  
**AUTHORIZED SIGNATORY**

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:  
200 West Street, 26<sup>th</sup> Floor  
New York, NY 10282


Attention: **ALBERT DOMBROWSKI**

**VISIUM ASSET MANAGEMENT LP**

By: 

Name: Mark Gottlieb

Title: Authorized Signatory

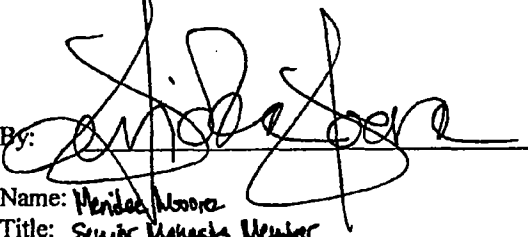
Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:


Visium Asset Management LP  
950 Third Ave 29<sup>th</sup> Floor  
New York, NY 10022  
Tele: 646-580-5800  
Fax: 646-580-5808  
Attention:

WATERSHED CAPITAL INSTITUTIONAL PARTNERS,  
L.P.

as a Lender  
By: WS Partners, L.L.C., Its General Partner

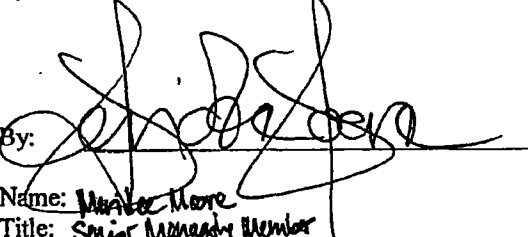
By: 

Name: Mercedes Moore  
Title: Senior Managing Member  
Date: 12-9-11


Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

WATERSHED CAPITAL INSTITUTIONAL PARTNERS  
II, L.P.

as a Lender  
By: WS Partners, L.L.C., Its General Partner

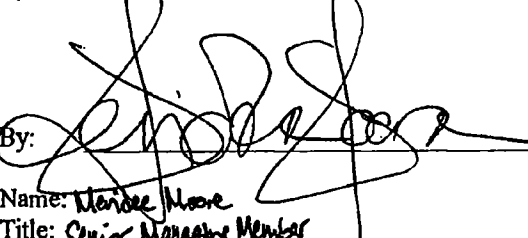
By: 

Name: Mercedes Moore  
Title: Senior Managing Member  
Date: 12-9-11

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

WATERSHED CAPITAL PARTNERS (OFFSHORE)  
MASTER FUND, L.P.

as a Lender  
By: WS Partners, L.L.C., Its General Partner

By: 

Name: Mercedes Moore  
Title: Senior Managing Member  
Date: 12-9-11

Principal Amount of Second Lien Note Claims [REDACTED]  
(held beneficially or as nominee or advisor to beneficial holder)

WATERSHED CAPITAL PARTNERS (OFFSHORE)  
MASTER FUND II, L.P.

as a Lender

By: WS Partners, L.L.C., Its General Partner

By: 

Name: Michele Kyrouz  
Title: Senior Managing Member  
Date: 12.9.11

Principal Amount of Second Lien Note Claims [REDACTED]  
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

Watershed Asset Management LLC  
One Maritime Plaza, Suite 1525  
San Francisco, CA 94111

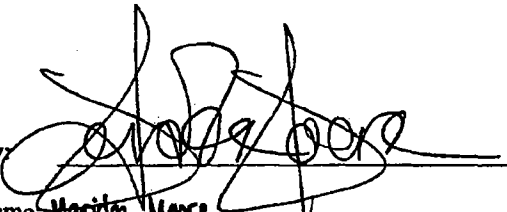
Attention: Michele F. Kyrouz


[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

WATERSHED CAPITAL PARTNERS, L.P.

as a Lender

By: WS Partners, L.L.C., Its General Partner

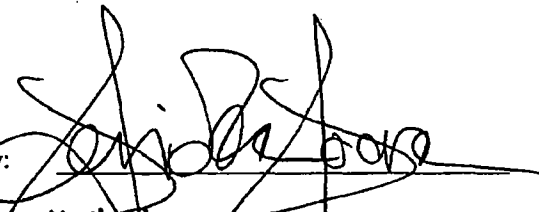
By:   
Name: Merida Moore  
Title: Senior Managing Member  
Date: 12.9.11


Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

WATERSHED CAPITAL PARTNERS II, L.P.

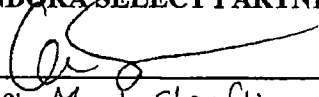
as a Lender


By: WS Partners, L.L.C., Its General Partner

By:   
Name: Merida Moore  
Title: Senior Managing Member  
Date: 12.9.11

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

**PANDORA SELECT PARTNERS, LP**

By:   
Name: Mark Streifling  
Title: CLO

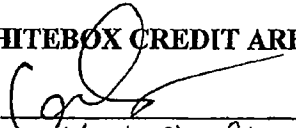
Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)


Notice Address:

Whitebox Advisors, LLC  
3033 Excelsior Blvd, Suite 300  
Minneapolis, MN 55416  
Tele: 612-253-6021  
Fax: 612-253-6121  
Attention:



**WHITEBOX CREDIT ARBITRAGE PARTNERS, LP**

By:   
Name: Mark Streffling  
Title: CLO

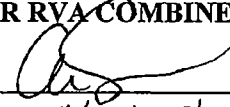
Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

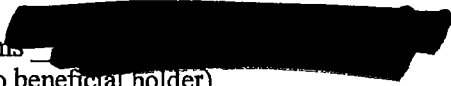
Notice Address:

Whitebox Advisors, LLC  
3033 Excelsior Blvd, Suite 300  
Minneapolis, MN 55416  
Tele: 612-253-6021  
Fax: 612-253-6121  
Attention:

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**HFR RVA COMBINED MASTER TRUST**

By:   
Name: Mark Strefling  
Title: CLO

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

Whitebox Advisors, LLC  
3033 Exceslior Blvd, Suite 300  
Minneapolis, MN 55416  
Tele: 612-253-6021  
Fax: 612-253-6121  
Attention:


[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**WHITEBOX MULTI-STRATEGY PARTNERS, LP**

By 

Name: *Mark Strefling*

Title: *CLO*

Principal Amount of Second Lien Note Claims   
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

Whitebox Advisors, LLC  
3033 Excelsior Blvd, Suite 300  
Minneapolis, MN 55416  
Tele: 612-253-6021  
Fax: 612-253-6121  
Attention:

[CONSENTING NOTEHOLDER SIGNATURE PAGE TO PLAN SUPPORT AGREEMENT]

**Exhibit A**

[PLAN AMENDMENTS]

## Plan Amendments

### Article I. (definitions)

Second Lien Cash Pool: Cash in an amount equal to the Second Lien Note Claims Allowed pursuant to Article III.C.1.b hereof.

### Article III. (treatment)

#### C. Treatment of Classes of Claims and Interests

##### 1. Class A — Second Lien Note Claims

- a. *Classification*: Class A consists of all Second Lien Note Claims.
- b. *Allowance*: Second Lien Note Claims shall be Allowed in the aggregate amount of \$309,660,000.00; provided the Allowed aggregate Second Lien Note Claims shall (x) increase by \$108,785.00 for each day that the Effective Date occurs after March 1, 2012 and (y) decrease by \$108,785.00 for each day that the Effective Date occurs before March 1, 2012. For the avoidance of doubt, Second Lien Note Claims Allowed pursuant to this Article III.C.1.b excludes and shall not include any Applicable Premium (as defined in the Second Lien Indenture), makewhole premium, prepayment penalty, or similar Claim arising under or related to the Second Lien Indenture or the Second Lien Notes.
- c. *Treatment*: Except to the extent that a holder of an Allowed Class A Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class A Claim, each such holder of an Allowed Class A Claim shall receive:
  - (i) **If Class A votes to accept the Plan or is presumed to have accepted the Plan**: Cash distributed on the Effective Date in an amount equal to such Holder's Pro Rata portion of the Second Lien Cash Pool.
  - (ii) **If Class A votes to reject the Plan**: At the holder's election, (A) Cash distributed on the Effective Date in an amount equal to such holder's Pro Rata portion of the Second Lien Cash Pool (without any reduction on account of the Allowed amount of any Second Lien Note Claims that are satisfied with Replacement Second Lien Notes), or (B) Replacement Second Lien Notes with a present value equal to the Allowed amount of such holder's Second Lien Note Claim (which may include any makewhole claim, prepayment penalty, or Applicable Premium Allowed by the

Bankruptcy Court, if any, in addition to Second Lien Note Claims Allowed pursuant to Article III.C.1.b hereof).<sup>3</sup>

- d. *Voting*: Class A is Impaired and holders of Allowed Class A Claims may vote to accept or reject the Plan; provided that the Debtors reserve the right to assert the treatment provided to holders of Second Lien Note Claims under this Article III.C.1 renders holders of Second Lien Note Claims Unimpaired.

\* \* \* \* \*

---

<sup>3</sup> The Plan and, as applicable, solicitation procedures shall further provide that any holder of Second Lien Note Claims failing to timely submit a duly completed ballot and election form making an election with respect to Article III.C.1.c.ii shall be deemed to have elected to receive the treatment provided by III.C.1.c.ii.A hereof.

**Exhibit B**

[DIRECTION LETTER]

December [ ], 2011

Wells Fargo Bank, N.A.  
45 Broadway, 12<sup>th</sup> Floor  
New York, New York 10006  
Attn: James R. Lewis

Re: *The Great Atlantic & Pacific Tea Company, Inc. (the "Company")  
11 3/8% Senior Secured Notes due 2015 (the "Securities" and each  
holder thereof, a "Securityholder") issued pursuant to the Indenture  
dated as of August 4, 2009 (as amended, supplemented or modified, the  
"Indenture"), under which Wells Fargo Bank, N.A. acts as  
successor Trustee (the "Trustee").*

Ladies and Gentlemen:

Reference is hereby made to that certain letter agreement among certain Securityholders and the Trustee, dated March 11, 2011 (the "***Direction and Indemnity Agreement***"). The Direction and Indemnity Agreement is incorporated by reference herein and made a part of this agreement. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Direction and Indemnity Agreement.

Pursuant to the Direction and Indemnity Agreement, the undersigned Consortium Members hereby direct the Trustee (the "***Additional Instruction***") (i) upon the Trustee's receipt of a written notice from counsel to the Consortium advising the Trustee that (x) the Consortium supports the treatment of the Securityholders in the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Code, dated November 29, 2011, as amended (the "***Plan***") and the Plan, and (y) an order of the bankruptcy court has been entered approving a disclosure statement relating the Plan, to furnish to the Company a written statement, providing that the Consortium has directed the Trustee to support the Plan, for inclusion with the Plan solicitation materials, and include a copy of such written statement in a notice to be sent by the Trustee to the Securityholders concerning the Plan and the solicitation of votes thereon, the form and substance of which written statement shall be furnished to the Trustee by counsel to the Consortium and shall be acceptable to the Trustee; and (ii) not to file in the Chapter 11 Cases an objection or opposition to the Plan concerning the Securities.

The undersigned Consortium Members agree and acknowledge that this Additional Instruction shall be deemed an Additional Direction (as defined in the Direction and Indemnity Agreement) and is subject to the terms of the Direction and Indemnity Agreement, including without limitation the Indemnity contained therein.

Each of the undersigned Consortium Members hereby represents and warrants to the Trustee that: (i) as indicated in the attached Certification and Signature pages it is the beneficial owner of, or the duly authorized investment advisor, representative or fund manager for the beneficial owner of the Securities, in the amount set forth on the Signature and Certification of



Holders of Notes attached hereto as of the date thereof, and (ii) this letter agreement and the Indemnity incorporated herein by reference have been duly authorized, executed and delivered on its behalf and constitute its legal, valid and binding obligations enforceable in accordance with their terms, except as such enforceability may be limited by (a) bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and (b) general principles of equity. Each of the undersigned Consortium Members hereby waives any defense based upon the invalidity of such representations and warranties.

This letter agreement may be executed by each party in separate counterparts and the Trustee is hereby instructed to accept the Certification and Signature pages of such counterparts. The parties intend to be bound by the exchange of signatures transmitted by telecopier or pdf. All notices to the Trustee shall be directed to the address set forth above. Notices to the Consortium Members shall be directed to c/o Brown Rudnick. Notice may be given by mail, fax, e-mail or courier.

[Certification and Signature pages follow]

SIGNATURE AND CERTIFICATION OF HOLDERS OF NOTES  
ISSUED BY THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

A. EXECUTION BY BENEFICIAL OWNER

The undersigned hereby represents and warrants that it is a beneficial owner of the 11 3/8% Senior Secured Notes due 2015 (the "Notes") issued by The Great Atlantic & Pacific Tea Company, Inc. (the "Company") pursuant to the Indenture dated as of August 4, 2009, as supplemented (the "Indenture")

Name of Beneficial Owner:

Address:

Telephone:

Facsimile:

E-mail:

Cusip No.:

Total Current Principal Amount of Securities Owned as of the Date Hereof:

DTC/Clearing Agency Participant Name:

DTC/Clearing Agency Participant No.:

**Signature:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

B. EXECUTION BY NOMINEE OR ADVISOR

The undersigned hereby represents and warrants that it is the nominee or advisor for the beneficial owner indicated, and that the beneficial owner has granted to the undersigned the power and authority to deliver this Certification to the Indenture Trustee on behalf of such beneficial owner, and that such power has not been granted or assigned to any other Person.

Name of Nominee or Advisor:

Address:

Telephone:

Facsimile:

E-mail:

Name of Beneficial Owner(s):

Total Current Principal Amount of Securities Owned as of the Date Hereof:

Cusip No.:

DTC/Clearing Agency Participant Name:

DTC/Clearing Agency Participant No.:

**Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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December [ ], 2011

## **SCHEDULE A**

### **Securities**

**Exhibit C**

[JOINDER AGREEMENT]

## JOINDER AGREEMENT

This Joinder Agreement to that certain Plan Support Agreement entered-into as of [•], 2011 by and among The Great Atlantic & Pacific Tea Company, Inc. on behalf of itself and its Debtor subsidiaries and the Consenting Noteholders (in their capacities as parties thereto) attached hereto as Exhibit 1 (as amended, modified, or amended and restated from time to time in accordance with its terms, the “Plan Support Agreement”), is hereby executed and delivered by [•] (the “Joining Party”) as of [•], 2011.

Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Plan Support Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees, on a several basis, but not joint and several basis, to be bound by the Plan Support Agreement in accordance with its terms. The Joining Party shall hereafter be deemed to be a Consenting Noteholder and a Party for any and all purposes under the Plan Support Agreement. In the event of any inconsistency between this Joinder Agreement and the Plan Support Agreement, the Plan Support Agreement shall control in all respects.

2. Representations and Warranties. With respect to the aggregate principal amount and type of Second Lien Note Claims set forth below its name on the signature page hereof, the Joining Party hereby makes the representations and warranties of the Consenting Noteholders set forth in Section 9 of the Plan Support Agreement to each other Party to the Plan Support Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the date first written above.

**[JOINING PARTY]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Amount of Acquired Second Lien Note Claims: \$ \_\_\_\_\_  
(held beneficially or as nominee or advisor to beneficial holder)

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

Acknowledged:

**THE GREAT ATLANTIC & PACIFIC TEA  
COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_