

**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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**NOTICE OF SUCCESSFUL BIDDERS AND BACK-UP
BIDDERS FOR THE DAVE-MARION STALKING HORSE STORE**

PLEASE TAKE NOTICE THAT:

1. On September 30, 2015, 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**”), filed a *Notice of Auction Pursuant to Discrete Sale and Lease Rationalization Procedures* [ECF No. 1127] (the “**Auction Notice**”), designating Dave-Marion Corp. (“**Dave-Marion**”) as a stalking horse with respect to the following store (the “**Dave Marion Stalking Horse Store**”):

Store	Banner	City	Address	State
70956	A&P	Marlboro	460 County Line Road Route 520	NJ

2. Pursuant to the Auction Notice, the Debtors conducted an auction (the “**Auction**”) for the Dave-Marion Stalking Horse Store on October 8, 2015.

3. **Exhibit A** attached hereto sets forth:

a. the Successful Bidder² and Back-Up Bidder for the Stalking Horse Store;

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: The Great Atlantic & Pacific Tea Company, Inc. (0974); Montvale-Para Holdings, Inc. (2947); 2008 Broadway, Inc. (0986); 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); 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 location of the Debtors’ corporate headquarters is Two Paragon Drive, Montvale, New Jersey 07645.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Auction Notice or the bidding procedures attached thereto as Exhibit B (the “**Bidding Procedures**”).

- b. the lease, to be terminated and rejected in connection with the transaction with the Successful Bidder (the “**Lease**”); and
- c. the property location subject to the Lease.

4. As set forth on **Exhibit A**, Dave-Marion is the Successful Bidder for the Dave-Marion Stalking Horse Store. Pursuant to the Discrete Procedures and the Bidding Procedures, the Debtors will file a transaction notice (the “**Transaction Notice**”) seeking entry of an order approving the sale of the Debtors’ interest in, and the simultaneous termination and rejection of, the Lease to Dave-Marion free and clear of liens, claims, encumbrances and other interests, to the extent permissible by law, pursuant to the lease sale agreement attached to the Auction Notice as Exhibit A, as such agreement will be amended to reflect the terms of Dave-Marion’s Successful Bid for the Dave-Marion Stalking Horse Store at the Auction, at a sale hearing, the date of which will be set forth in the Transaction Notice. The deadline to file an objection to the proposed sale of the Debtors’ interest in, and simultaneous termination and rejection of, the Lease will be set forth in the Transaction Notice.

Dated: October 9, 2015

/s/ Garrett A. Fail
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Possession*

EXHIBIT A¹

Store Number	Store Address	Successful Bidder	Back-up Bidder	Contract Counterparty	Contract Description
70956	460 COUNTY LINE ROAD ROUTE 520, MARLBORO, NJ	Dave-Marion Corp.	Key Food Stores Co-Operative, Inc.	DAVE-MARION CORP.	Lease dated November 17, 1969 originally between Maimone, Inc. and Dave-Marion Corp., as Landlord, and The Great Atlantic & Pacific Tea Company, Inc., as Tenant.

¹ The Debtors reserve all their rights in connection with the descriptions of the contracts contained herein, which shall not be controlling for any purpose or considered an admission.

