

J.P. MORGAN SECURITIES LLC  
383 Madison Avenue  
New York, New York 10179

JPMORGAN CHASE BANK, N.A.  
270 Park Avenue  
New York, New York 10017

December 10, 2010

The Great Atlantic & Pacific Tea Company, Inc.  
Two Paragon Drive  
Montvale, New Jersey 07645  
Attention: Brenda Galgano, Chief Financial Officer

Fee Letter

Ladies and Gentlemen:

Reference is made to the Commitment Letter dated the date hereof (including the Term Sheet attached as Exhibit A thereto, the "Commitment Letter") between us and you regarding the Transactions described therein. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Commitment Letter. This letter agreement is the Fee Letter referred to in the Commitment Letter.

1. Fees

As consideration for the agreements and commitments under the Commitment Letter, you agree to pay or cause to be paid the following fees:

- a) To JPMorgan Chase Bank, an underwriting fee (the "Underwriting Fee") in an amount equal to (i) in the case of the Revolving Facility, [ ] and (ii) in the case of the Term Loan Facility [ ]; provided that it is agreed that the [ ] Work Fee (as defined and referenced to in the Debtor-in-Possession Facility Work Fee and Expense Deposit Letter dated as of December 10, 2010 among you, JPMorgan Chase Bank and J.P. Morgan Securities LLC) shall be credited against the first installments of the Underwriting Fee due and payable to JPMorgan Chase Bank on the Closing Date. It is understood that you intend to pay the Underwriting Fee from the proceeds of the initial borrowings under the DIP Facilities.
- b) To JPMorgan Chase Bank, an incentive fee (the "Incentive Fee") in an amount up to [ ].
- c) To the Lenders, upfront fees (the "Upfront Fees") of (i) in the case of Lenders under the Revolving Facility, [ ] and (ii) in the case of Lenders under the Term Loan Facility, [ ]. The Upfront Fees will be for providing the DIP Facilities and shall be earned and payable on the Closing Date. It is understood that you intend to pay the Upfront Fees from the proceeds of the initial borrowings under the DIP Facilities. At the option of the Lead Arranger, the Upfront Fees in respect of the Term Loan Facility may be structured as original issue discount, it being understood and agreed that if so structured, all calculations of interest and fees in respect of the

Term Loan Facility will be calculated on the basis of their full stated principal amount.

- d) To the Administrative Agent, for its own account, an administration fee equal to [ ].

You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, except as otherwise agreed in writing. All fees payable hereunder shall be paid in immediately available funds and shall be in addition to reimbursement of our out-of-pocket expenses as provided for in the Commitment Letter. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of the other Lenders.

## 2. Market Flex

The Commitment Parties shall be entitled, without your consent, at any time prior to the earlier of (x) the achievement of a Successful Syndication (as defined below) and (y) [ ] (the "Market Flex End Date"), to make any of the following changes to the terms of the DIP Facilities if and to the extent the Commitment Parties reasonably determine (i) that any such change is necessary to ensure a Successful Syndication or (ii) that a Successful Syndication cannot be achieved prior to [ ]:

- a) increase the weighted average interest rate margins on the DIP Facilities by [ ] (it being understood that the increase in the interest rate margins pursuant to this paragraph (a) may be implemented, after consultation with you, by use of upfront fees or OID [ ];
- b) increase the unused commitment fee under the Revolving Facility by [ ];
- c) [ ];
- d) [ ];
- e) add a [ ] fee equal to [ ] of the Revolving Commitment and outstanding Term Loans, [ ];
- f) [ ];
- g) [ ]; and
- h) [ ].

The term "Successful Syndication" shall mean [ ].

The rights of the Commitment Parties under this section will survive execution of the definitive loan documentation and any borrowings thereunder and will continue in effect until the Market Flex End Date. In the event that the definitive loan documentation is executed and delivered prior to the Market Flex End Date, you shall (and shall cause the other Loan Parties to), execute any amendment to such definitive loan documentation deemed advisable by the Commitment Parties to effect such changes and that any failure to do so shall be an event of default under the definitive loan documentation as though fully set forth therein.

## 3. Miscellaneous

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an

instrument in writing signed by each Commitment Party and you. This Fee Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile transmission or electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof.

The provisions of this Fee Letter shall survive the expiration or termination of the Commitment Letter (including any extensions thereof). You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

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

J.P. MORGAN SECURITIES LLC

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

Accepted and agreed to as of  
the date first above written:

THE GREAT ATLANTIC & PACIFIC TEA  
COMPANY, INC.

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

*Fee Letter Signature Page*