

---

BI-LO, LLC

**CREDITORS' PLAN TERM SHEET**

**As of August 31, 2009**

---

*This Term Sheet (the "Term Sheet") has been prepared in the context of settlement discussions among various parties in interest in the chapter 11 cases of In re Bi-Lo LLC, et al. (the "Debtors") concerning a plan of reorganization for the Debtors (the "Creditors' Plan"). The Term Sheet does not constitute, nor shall it be deemed to constitute, an offer or agreement by any person. Any offer or agreement in connection with the matters described in this Term Sheet shall be subject to, and exclusively evidenced by, definitive legal documentation in form and substance satisfactory to any party to be bound thereby. The Term Sheet is not intended to be all-inclusive. Any terms and conditions that are not specifically addressed in the Term Sheet are subject to future negotiations between the relevant parties.*

THIS TERM SHEET IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE DEBTORS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. NOTHING HEREIN SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN.

**I. Key Parties**

**Plan Proponents**

The Ad Hoc Committee of Term Lenders (the "Term Lenders Committee") and the Official Committee of Unsecured Creditors (the "UCC") and, collectively with the Term Lender Committee, the "Plan Proponents").

**Investors**

One or more affiliates of Wellspring Capital Management (collectively, "Wellspring") and H.I.G. Bayside Capital (collectively, "Bayside" and, together with Wellspring, the "Investors").

**Term Lenders**

Entities affiliated with Ares Management LLC, Canyon Partners Incorporated, Kohlberg Kravis Roberts & Co., and Bank of America/Merrill Lynch (collectively, the "Four Term Lenders"), C. Saunders, and Grace Bay Holdings LLC that hold term notes (and collectively, the "Term Notes") issued pursuant to that certain \$260,000,000 Credit Agreement (the "Credit Agreement") dated as of March 26, 2007 among, *inter alia*, Bi-Lo Holding, LLC, Bi-Lo, LLC, and the lenders from time to time party thereto (the "Term Lenders").

**UCC**

The Official Committee of Unsecured Creditors appointed by the United States Trustee in the Debtors' Chapter 11 Cases

**Plan Debtors**

Each of the Debtors in the chapter 11 cases (the “Chapter 11 Cases”) styled as In re Bi-Lo LLC, et al., currently pending before the United States Bankruptcy Court for the District of South Carolina (the “Bankruptcy Court”), which cases are being jointly administered under case number 09-02140-hb.

II. **Proposed Chapter 11 Plan**

**Equity Sponsorship of Reorganized Debtors by Investors Pursuant to a Chapter 11 Plan**

The Plan Proponents seek to propose the Creditors’ Plan to reorganize the Debtors (the “Reorganized Debtors”) and restructure the Debtors’ capital structure to, among other things, reduce the amount of debt, amend the Debtors’ relationship with C&S Wholesale Grocers, Inc. (“C&S”), the Debtors’ largest supplier, provide recoveries to unsecured creditors, and provide sufficient liquidity from a new revolving loan facility to permit the Reorganized Debtors to continue their operations.

The Investors have agreed to provide a New Equity Investment (as defined below) in the Reorganized Debtors to fund the Creditors’ Plan, subject to entry into an investment agreement (the “Investment Agreement”) and satisfaction of the terms and conditions set forth therein.

**New Equity Investment**

On the effective date of the Creditors’ Plan (the “Effective Date”), reorganized Bi-Lo Holding, LLC (or such other successor entity selected or created as the holding company for the Reorganized Debtors, the “Reorganized Parent”) shall issue new common shares of equity (the “Investor Shares”) to the Investors and any of the Four Term Lenders subscribing to the Term Lender Rights Offering (as defined below), which shares will represent 51.9% of the common shares of Reorganized Parent (the “Reorganized Shares”), subject to dilution from any options or other similar stock grants with respect to the management incentive program described below (the “MIP”).

The aggregate purchase price of the Investor Shares will be \$72 million (the “New Equity Investment”), payable in cash on the Effective Date. Wellspring and Bayside will collectively commit to fund the entire New Equity Investment, subject to the Term Lenders Rights Offering (as defined below).

Each of the Four Term Lenders shall have the right to subscribe for its Pro Rata Share of the New Equity Investment in excess of \$60 million (the “Term Lender Rights Offering”), that is, \$12 million.

Wellspring and Bayside shall apportion their commitment for the New Equity Investment such that, after taking into consideration equity to be issued to Wellspring and Bayside, either directly or through an affiliate,

under the Creditors' Plan in their capacity as term lenders under the Credit Agreement, and the exercise of any Term Lender Liquidity Rights (as defined below), their percentage ownership of the Reorganized Parent will be equal.

**Proceeds of Share Sale**

The proceeds of the sale of the Investor Shares together with available cash of the Debtors and drawings on the New Working Capital Facility (as defined below) will be applied to (a) repay all amounts outstanding under the DIP financing, (b) settle in cash all administrative and priority claims that are outstanding on the Effective Date, and (c) provide certain cash payments to general unsecured creditors in accordance with the provisions set forth herein.

**III. Classification of Claims and Treatment of Classes**

**Administrative and Priority Claims**

- *Administrative Expense Claims* Except to the extent that a holder has been paid by the Debtors, in whole or in part, prior to the Effective Date or agrees to a less favorable treatment, each holder of an allowed administrative expense claim shall be paid in full, in cash, the full amount of its unpaid claim on or as soon as reasonably practicable following the later to occur of (a) the Effective Date and (b) the date on which such claim becomes allowed.
- *DIP Facility Claims* Except to the extent that the holders of the DIP Facility Claims agree to different treatment, the DIP Facility Claims shall be repaid in full, in cash on the Effective Date of the Creditors' Plan in full and final satisfaction, settlement, release and discharge of and in exchange for such DIP Facility Claims.
- *Secured Tax and Priority Tax Claims* Except to the extent that a holder has been paid by the Debtors, in whole or in part, prior to the Effective Date or agrees to a less favorable treatment, each holder of an allowed secured tax claim or allowed priority tax claim shall, in full and final satisfaction, release and discharge of its claim (a) be paid in full, in cash, the full amount of its unpaid claim on or as soon as reasonably practicable following the later to occur of (x) the Effective Date and (y) the date on which such claim becomes allowed or (b) receive such other terms determined by the Bankruptcy Court to provide the holder deferred cash payments having a value, as of the Effective Date, equal to such claim.
- *Other Priority Claims* Except to the extent that a holder has been paid by the Debtors, in whole or in part, prior to the Effective Date or agrees to a less favorable treatment, each holder of an allowed other priority claim shall receive, in full and final satisfaction, release and discharge of such other unpaid priority claim, cash in the full amount of the claim, on or as soon as reasonably practicable after the later of (i) the Effective Date, and (ii) the

date such claim becomes allowed.

### **Secured Claims**

- *Term Loan Facility*

Each holder of an allowed claim arising under the Credit Agreement shall receive in full and final satisfaction, release and discharge of its claim its pro rata share of: (i) the New Term Notes (as defined below), subject to the New Term Loan Agreement (as defined below), (ii) 43.1% of the Reorganized Shares (the “Term Lender Shares”), subject to the Term Lender Liquidity Right (as defined below) and dilution from any options or other similar grants with respect to the MIP, and (iii) the net proceeds of the sales of Non-Core Real Property (as defined below) in excess of \$5.5 million. The Term Lenders will have the right, but not the obligation, to cause the Reorganized Debtors to transfer the Non-Core Real Property to persons designated by the Term Lenders if such property has not been sold within 2 years after the Effective Date (which transfer will be subject to the Reorganized Debtors’ interest in such Non-Core Real Property to the extent that they have not realized \$5.5 million in net proceeds from the sale of other Non-Core Real Property).

- *Miscellaneous Secured Claims*

To the extent not previously paid pursuant to an order of the Bankruptcy Court authorizing payment of lien claims during the chapter 11 cases, all holders of claims secured by valid liens (including, without limitation, mechanics’, materials’, artisans’, tax and any other lien) against property not abandoned or sold shall be reinstated or shall receive (a) payment in full, in cash; (b) the collateral securing such claim; or (c) such other treatment as agreed between the holder of such claim and the Plan Proponents.

### **Unsecured Claims**

- *General Unsecured Claims*

On the Effective Date, the following will be distributed to a liquidating trust for the benefit of holders of allowed General Unsecured Claims: (i) a cash payment in an amount equal to \$17 million less any cash paid to satisfy Convenience Class Claims (as defined below) (the “General Unsecured Claims Fund”), (ii) a \$5.5 million non-interest bearing note of the Reorganized Debtors payable in installments (to be agreed upon) over 2 years; (iii) the irrevocable assignment of, generally, all estate claims (other than commercial contract or tort claims and defenses, intercompany claims by and between the 10 Debtors, and claims released under the Creditors’ Plan); and (iv) the right to reconcile and object to General Unsecured Claims and Convenience Claims.

The Creditors’ Plan shall provide a mechanism for distributions to holders of General Unsecured Claims pending a resolution of disputed claims.

Litigation or other dispute resolution of estate claims shall be funded by the General Unsecured Claims Fund, with such funding to be reimbursed

out of proceeds of such litigation or other dispute resolution.

Notwithstanding anything herein to the contrary, to the extent that the General Unsecured Creditors' class votes to accept the Creditors' Plan, C&S shall waive its right to receive a distribution as a holder of any General Unsecured Claims.

- *Convenience Claims* To the extent appropriate, holders of allowed general unsecured claims less than or equal to a dollar amount to be determined by the UCC (the "Convenience Class Cap") shall receive in full and final satisfaction, release and discharge of such allowed claim, cash in an amount equal to \_\_\_% of such allowed claim. Any holder of an allowed general unsecured claim in excess of the Convenience Class Cap may elect to reduce its claim to the Convenience Class Cap.

#### **Equity Interests**

Non-Debtor holders of preferred and common equity interests in the Debtors will not receive or retain any property or interest on account of their interests, and all such interests will be cancelled and extinguished.

#### **IV. Substantive Consolidation**

**Substantive Consolidation** Solely in connection with distributions to be made under the Creditors' Plan, such plan is predicated upon, and it shall be a condition precedent to its confirmation, that the Bankruptcy Court provide for the substantive consolidation of the Debtors.

#### **V. Provisions for Implementation of the Plan**

**New Working Capital Facility** On the Effective Date, the Investors shall have procured a new working capital revolving credit facility (the "New Working Capital Facility") for the Reorganized Debtors in an amount up to \$125 million, secured by the same type of collateral as the existing ABL facility (the "ABL Collateral") and on terms and conditions reasonably acceptable to the Investors.

**New Term Credit Agreement** **Amount:** On the Effective Date, the Reorganized Debtors will issue new term notes (the "New Term Notes") in an aggregate amount of \$152.1 million, that will be issued pursuant to a new credit agreement (the "New Term Credit Agreement").

**Borrower:** Reorganized Bi-Lo LLC

**Guarantors:** Reorganized Bi-Lo Holdings LLC and all of its

subsidiaries other than the Borrower.

**Collateral:** The New Term Notes will be secured by a second lien on the ABL-type collateral pledged to secure the New Working Capital Facility, and a first lien on substantially all of the remaining assets of the Reorganized Debtors.

**Interest Rate:** Libor plus 8%, 8%, 10%, 12% in years 1-4, respectively. Libor Floor of 3%.

**Maturity:** Forty-eight months after the Effective Date.

**Refinancing:** The Borrower will use commercially reasonable efforts to refinance the New Term Notes within one year of the Effective Date. The Borrower will pay the specified fee on the principal amount of the New Term Notes that remain outstanding on each of the following dates:

- 2% - 12 months after the Effective Date
- 1% - 18 months after the Effective Date
- 1% - 24 months after the Effective Date

**Amortization:** None until maturity.

**Mandatory Prepayments:** Customary for financings of this type.

**Optional Prepayments:** Customary for financings of this type.

**Affirmative Covenants:** Customary for financings of this type.

**Negative Covenants:** To be tested quarterly. Consolidated gross total leverage test, defined as total funded debt (excluding the undrawn portion of any outstanding letters of credit and any capital lease obligations) divided by fully loaded EBITDA based on the following cushion to a mutually-agreeable plan:

	Year Ended			
Initial	2010	2011	2012	2013
30.0%	30.0%	30.0%	25.0%	20.0%

Fixed charge coverage test, defined as EBITDAR (fully loaded EBITDA plus total rent expenses) divided by Fixed Charges (cash interest expense plus mandatory term loan principal repayments plus cash taxes plus [total rent expense]) based on the following cushion to a mutually-agreeable

plan:

	Year Ended			
Initial	2010	2011	2012	2013
30.0%	30.0%	30.0%	25.0%	20.0%

**Events of Default:** Customary for financings of this type.

**Term Lender Liquidity Right**

Each of the Four Term Lenders shall have the right (the "Term Lender Liquidity Right") to put up to 50% of its pro rata share of the Term Lender Shares (the "Exchanged Shares") to the Investors, or to have the Reorganized Debtors distribute cash in lieu of such Exchanged Shares (the "Cash in Lieu") on the Effective Date. Wellspring and Bayside will be obligated to purchase the Exchanged Shares, or fund the distribution of such Cash in Lieu (in exchange for which Wellspring and Bayside will receive the Exchanged Shares ), at a price equal to the reorganized value of the Exchanged Shares as of the Effective Date.

**Non-Core Real Property**

"Non-Core Real Property" shall mean one or more of the interests in the real property owned by the Debtors listed on Schedule 1 hereto that are designated by Wellspring as being "non-core" in the exercise of its reasonable business judgment, which designations shall be made by the last date on which the Investors may exercise a "due diligence out" of their commitment to fund the New Equity Investment.

Wellspring shall use commercially reasonable efforts to cause the Reorganized Debtors to sell the Non-Core Real Property within two years of the Effective Date. The Term Lenders will have the right, but not the obligation, to cause the Reorganized Debtors to transfer the Non-Core Real Property to persons designated by the Term Lenders if such property has not been sold within 2 years after the Effective Date (which transfer will be subject to the Reorganized Debtors' interest in such Non-Core Real Property to the extent that they have not realized \$5.5 million in net proceeds from the sale of other Non-Core Real Property).

**Governance**

The initial board of Reorganized Parent will consist of 7 members:

- 4 of which will be appointed by Wellspring, one of which will be an industry executive; and
- 3 of which will be appointed by Bayside and the Four Term Lenders, provided that Bayside will appoint at least one of such directors.

**Management Incentive Plan**

The Reorganized Parent will enter into a stock option plan with key managers that will represent approximately 10% of the equity of the Reorganized Parent on a fully diluted basis.

**Shareholders’  
Agreement/LLC Operating  
Agreement**

The holders of the Reorganized Shares will enter into a shareholders agreement (which agreement will be a Creditors’ Plan document) consistent with the Shareholders’ Agreement Term Sheet that will be annexed to the Investment Agreement.

**Registration Rights  
Agreement**

The Reorganized Parent and the holders of the Reorganized Shares will enter into a registration rights agreement (which agreement will be a Creditors’ Plan document), consistent with the Registration Rights Term Sheet that will be annexed to the Investment Agreement.

**C&S Amendment**

The Creditors’ Plan will provide for the assumption of the C&S Supply Agreement, as amended consistent with the C&S Amendment Term Sheet that will be annexed to the Investment Agreement. Among other things, the C&S Amendment Term Sheet provides that C&S will receive 5% of the Reorganized Shares, subject to dilution from any options or other similar grants with respect to the MIP.

**Definitive Documentation**

The Investors and the Plan Proponents will negotiate in good faith definitive documentation for the Creditors’ Plan consistent with the terms hereof, including, without limitation, the form of confirmation order and any other necessary documents to effectuate the Creditors’ Plan.

**Other Terms and  
Conditions**

The Creditors’ Plan and all related documentation shall reflect the terms and conditions of this Term Sheet to the parties’ mutual satisfaction and shall contain such other terms and conditions as the parties mutually agree.

Upon execution of an Investment Agreement, this Term Sheet will become part of such agreement.

The Creditors’ Plan will provide estate releases to third parties that provide substantial contributions under such plan, including the Term Lenders, the Investors, and C&S.



!

!

!

!

!

!

"#\$%&'!!(

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:	)	CHAPTER 11
	)	
BI-LO, LLC, et al.,	)	Case No.09-02140-hb
	)	
_____ Debtors. <sup>1</sup>	)	Jointly Administered

**ORDER PURSUANT TO SECTIONS 1121(C), 1121(D) AND 105 OF THE  
BANKRUPTCY CODE GRANTING THE CROSS-MOTION OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS TO PERMIT CO-EXCLUSIVITY FOR  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO FILE A PLAN OF  
REORGANIZATION JOINTLY WITH THE TERM  
LENDERS, AND (B) APPROVING DUAL TRACKS FOR FILING A PLAN OF  
REORGANIZATION AND SOLICITING VOTES**

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby **ORDERED**.

---

<sup>1</sup> . The Debtors and the last four digits of their respective tax identification numbers are: BI-LO, LLC (0130); BI-LO Holding, LLC (5011); BG Cards, LLC (4159); ARP Ballentine LLC (6936); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Chickamunga LLC (9515); ARP Morganton LLC (4010); ARP Hartsville LLC (7906); and ARP Winston Salem LLC (2540).  
1373343.2

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

<b>In re:</b>	)	<b>Case No. 09-02140-hb</b>
	)	
<b>BI-LO, LLC, <i>et al.</i>,</b>	)	<b>Chapter 11</b>
	)	
	)	<b>Jointly Administered</b>
<b>Debtors.<sup>2</sup></b>	)	

**ORDER PURSUANT SECTIONS 1121(C), 1121(D) AND 105 OF THE BANKRUPTCY  
CODE GRANTING THE CROSS-MOTION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS TO PERMIT CO-EXCLUSIVITY FOR THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS TO FILE A PLAN OF  
REORGANIZATION JOINTLY WITH THE TERM  
LENDERS, AND (B) APPROVING DUAL TRACKS FOR FILING A PLAN OF  
REORGANIZATION AND SOLICITING VOTES**

This matter having come before the Court upon the Motion of BI-LO, LLC, *et al.*  
(collectively, “BI-LO” or the “Debtors”), For Entry of an Order (A) Extending the Time Period  
During Which the Debtors Have the Exclusive Right to File a Plan and Disclosure Statement and  
to Solicit Acceptances (the “Extension Motion”) and the (I) Objection (the “Objection”) to the  
Extension Motion and (II) Cross-Motion (the “Cross-Motion”) for Entry of an Order (A)  
Modifying the Debtors’ Exclusive Periods to Permit Co-Exclusivity for the Committee to File a  
Plan of Reorganization Jointly with the Term Lenders, and (B) Approving Dual Tracks for Filing  
a Plan of Reorganization and Soliciting Votes, or (C) Alternatively, Terminating Debtors’  
Exclusive Periods filed by The Official Committee of Unsecured Creditors (the “Committee”)  
appointed in the above-captioned Chapter 11 cases, and the Limited Objection of the Term  
Lender Committee to the Extension Motion, and Joinder of the Term Lenders in the Cross  
Motion, and due notice of the Extension Motion and the Cross-Motion having been provided and

---

<sup>2</sup> The Debtors and the last four digits of their respective tax identification numbers are: BI-LO, LLC (0130); BI-LO Holding, LLC (5011); BG Cards, LLC (4159); ARP Ballentine LLC (6936); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Chickamunga LLC (9515); ARP Morganton LLC (4010); ARP Hartsville LLC (7906); and ARP Winston Salem LLC (2540).

it appearing that no other or further notice of the Extension Motion and Cross-Motion need be provided; and the Court having determined after a hearing held on September 16, 2009, that the relief sought in the Cross-Motion is in the best interests of the Committee, the Term Lenders, the Debtors, their estates and all parties in interest; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED

1. That pursuant to Sections 1121(c), 1121(d) and 105 of the Bankruptcy Code, the Cross-Motion is granted; and the Committee and the Term Lenders, jointly, are granted co-exclusivity with the Debtors to file a plan and disclosure statement through October 19, 2009, and to seek acceptances thereof through and including December 18, 2009, without prejudice to the rights of the Committee and Term Lenders, jointly, to seek further extensions of such periods.

2. The Debtors are granted co-exclusivity with the Committee and the Term Lenders, to file a plan and disclosure statement through October 19, 2009, and to seek acceptances thereof through and including December 18, 2009, without prejudice to the rights of the Debtors to seek further extensions of such periods.

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

DONE AND ORDERED.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:	)	CHAPTER 11
	)	
BI-LO, LLC, et al.,	)	Case No.09-02140-hb
	)	
<u>Debtors.<sup>1</sup></u>	)	Jointly Administered

**ORDER PURSUANT TO SECTIONS 1121(C), 1121(D) AND 105 OF THE  
BANKRUPTCY CODE GRANTING THE CROSS-MOTION OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS TO PERMIT CO-EXCLUSIVITY FOR  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO FILE A PLAN OF  
REORGANIZATION JOINTLY WITH THE TERM  
LENDERS, AND (B) APPROVING DUAL TRACKS FOR FILING A PLAN OF  
REORGANIZATION AND SOLICITING VOTES**

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby **ORDERED**.

---

<sup>1</sup> . The Debtors and the last four digits of their respective tax identification numbers are: BI-LO, LLC (0130); BI-LO Holding, LLC (5011); BG Cards, LLC (4159); ARP Ballentine LLC (6936); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Chickamunga LLC (9515); ARP Morganton LLC (4010); ARP Hartsville LLC (7906); and ARP Winston Salem LLC (2540).  
1373343.2

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

<b>In re:</b>	)	<b>Case No. 09-02140-hb</b>
	)	
<b>BI-LO, LLC, <i>et al.</i>,</b>	)	<b>Chapter 11</b>
	)	
	)	<b>Jointly Administered</b>
<b>Debtors.<sup>2</sup></b>	)	

**ORDER PURSUANT SECTIONS 1121(C), 1121(D) AND 105 OF THE BANKRUPTCY  
CODE GRANTING THE CROSS-MOTION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS TO PERMIT CO-EXCLUSIVITY FOR THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS TO FILE A PLAN OF  
REORGANIZATION JOINTLY WITH THE TERM  
LENDERS, AND (B) APPROVING DUAL TRACKS FOR FILING A PLAN OF  
REORGANIZATION AND SOLICITING VOTES**

This matter having come before the Court upon the Motion of BI-LO, LLC, *et al.*  
(collectively, “BI-LO” or the “Debtors”), For Entry of an Order (A) Extending the Time Period  
During Which the Debtors Have the Exclusive Right to File a Plan and Disclosure Statement and  
to Solicit Acceptances (the “Extension Motion”) and the (I) Objection (the “Objection”) to the  
Extension Motion and (II) Cross-Motion (the “Cross-Motion”) for Entry of an Order (A)  
Modifying the Debtors’ Exclusive Periods to Permit Co-Exclusivity for the Committee to File a  
Plan of Reorganization Jointly with the Term Lenders, and (B) Approving Dual Tracks for Filing  
a Plan of Reorganization and Soliciting Votes, or (C) Alternatively, Terminating Debtors’  
Exclusive Periods filed by The Official Committee of Unsecured Creditors (the “Committee”)  
appointed in the above-captioned Chapter 11 cases, and the Limited Objection of the Term  
Lender Committee to the Extension Motion, and Joinder of the Term Lenders in the Cross  
Motion, and due notice of the Extension Motion and the Cross-Motion having been provided and

---

<sup>2</sup> The Debtors and the last four digits of their respective tax identification numbers are: BI-LO, LLC (0130); BI-LO Holding, LLC (5011); BG Cards, LLC (4159); ARP Ballentine LLC (6936); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Chickamunga LLC (9515); ARP Morganton LLC (4010); ARP Hartsville LLC (7906); and ARP Winston Salem LLC (2540).

it appearing that no other or further notice of the Extension Motion and Cross-Motion need be provided; and the Court having determined after a hearing held on September 16, 2009, that the relief sought in the Cross-Motion is in the best interests of the Committee, the Term Lenders, the Debtors, their estates and all parties in interest; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED

1. That pursuant to Sections 1121(c), 1121(d) and 105 of the Bankruptcy Code, the Cross-Motion is granted; and the Committee and the Term Lenders, jointly, are granted co-exclusivity with the Debtors to file a plan and disclosure statement through October 19, 2009, and to seek acceptances thereof through and including December 18, 2009, without prejudice to the rights of the Committee and Term Lenders, jointly, to seek further extensions of such periods.

2. The Debtors are granted co-exclusivity with the Committee and the Term Lenders, to file a plan and disclosure statement through October 19, 2009, and to seek acceptances thereof through and including December 18, 2009, without prejudice to the rights of the Debtors to seek further extensions of such periods.

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

DONE AND ORDERED.