

Purchase Price.

- (1) The Purchase Price for the Bakersfield Liquor License is Twelve Thousand Dollars and No Cents (\$12,000).
- (2) The Purchase Price for the Burbank Liquor License is Five Thousand Dollars and No Cents (\$5,000).

Significant Terms and Conditions of the Purchase Agreements.

The significant terms and conditions of the sale are set forth in the Purchase Agreements.

Known Parties Holding Liens or Other Interest in the Assets.

Wells Fargo Bank, National Association, c/o Riemer & Braunstein LLP, Three Center Plaza, 6th Floor, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Paul T. Costa, Esq. (pcosta@riemerlaw.com) and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Morgan L. Patterson, Esq. (mpatterson@wcsr.com).

California Department of Alcoholic Beverage Control Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834 (HQ.Direct@abc.ca.gov)

California State Board of Equalization, P.O. Box 942879, Sacramento, CA 94279

State of California Franchise Tax Board, 300 S. Spring Street, Suite 5704, Los Angeles, CA 90013-1265

Eagle Point Business Park, LLC, c/o: Michael Connolly, Manager, 533 S. Muirfield Rd., Los Angeles, CA 90020

CVS, c/o Lease Administration, CVS#09692S1B (F&E#1418), One CVS Drive, Mail Code 1105, Woonsocket, RI 02895

PLEASE TAKE FURTHER NOTICE that this Notice is being provided in accordance with, and sets forth the information required under, the Miscellaneous Asset Sale Order.

PLEASE TAKE FURTHER NOTICE that the Debtor proposes to sell the Assets to Purchaser on an “as is, where is” basis, free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code (the “Proposed Sale”).

PLEASE TAKE FURTHER NOTICE that any objection to the Proposed Sale (an “Objection”) must: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be served on (a) the Debtor, Fresh & Easy LLC, Howard Hughes Center, 6080 Center Drive, 6th Floor, Los Angeles, CA 90045; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickle, Esq. (kstickles@coleschotz.com) and Patrick J. Reilley, Esq. (preilley@coleschotz.com); (c) special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com); (d) counsel to Wells Fargo, Reimer & Braunstein, LLP, Three Center Plaza, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Womble Carlyle Sandridge & Rice PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE 1980, Morgan L. Patterson, Esq. (mpatterson@wcsr.com); (e) counsel to the Committee, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Joshua T. Klein, Esq. (JKlein@foxrothschild.com) and Fox Rothschild, LLP, 919 North Market Street, Suite 300, P.O. Box 2323, Wilmington, DE 19899-2323, Attn: L. John Bird, Esq. (jbird@foxrothschild.com); and (f) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Hannah Mufson McCollum, Esq. (Hannah.McCollum@usdoj.gov), **so as to be received on or before July 27, 2016 at 5:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no Objections are received by the Debtor by the Objection Deadline, then the Debtor may proceed with the Proposed Sale in accordance with the terms of the Miscellaneous Asset Sale Order.

PLEASE TAKE FURTHER NOTICE that if no Objections are received by the Debtor by the Objection Deadline, then the Debtor will seek entry of the proposed orders substantially in the form attached hereto as **Exhibit C-1** and **Exhibit C-2**.

Dated: July 22, 2016

COLE SCHOTZ P.C.

/s/ J. Kate Stickle

Norman L. Pernick (No. 2290)

J. Kate Stickle (No. 2917)

Patrick J. Reilley (No. 4451)

David W. Giattino (No. 5614)

500 Delaware Avenue, Suite 1410

Wilmington, Delaware 19801

Telephone: 302-652-3131

Facsimile: 302-652-3117

*Counsel to the Debtor and
Debtor in Possession*

EXHIBIT B-1

Bakersfield Purchase Agreement

PURCHASE AGREEMENT

This PURCHASE AGREEMENT, dated as of July __, 2016, is executed and delivered by the undersigned Fresh & Easy, LLC (the "Seller"), in favor of Grocery Outlet, Inc., a California corporation (the "Purchaser").

WHEREAS, on October 30, 2015, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

WHEREAS, on December 3, 2015, the Court entered the *Order Authorizing and Approving Procedures for the Sale or Abandonment of Miscellaneous Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Certain Related Relief* [Docket No. 288] (the "Miscellaneous Asset Sale Order").

WHEREAS, Seller holds the rights to a liquor license issued by the State of California Department of Alcoholic Beverage Control (the "Liquor License Department" or "ABC") as described on Exhibit 1 hereto (the "Purchased Asset" or "Liquor License").

WHEREAS, Seller desires to sell and transfer, and the Purchaser desires to purchase and acquire, the Liquor License upon the terms and conditions hereinafter set forth.

WHEREAS, it is the Purchaser's intent to make an application to obtain the requisite approvals from the Liquor License Department and any applicable local authorities in order to effectuate a transfer of the Liquor License.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller offered to enter into an agreement for the sale of Purchased Asset with Purchaser.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller served a *Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures* (the "Miscellaneous Asset Sale Notice") on the Interested Parties (as defined in the Miscellaneous Asset Sale Order).

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, no objections were received on or before [INSERT DATE], 2016 at 5:00 p.m. (Eastern Time) (two (2) business days from the date of service of the Miscellaneous Asset Sale Notice) (the "Objection Deadline"); and therefore, Seller is authorized to consummate the sale to Purchaser without the need for a further order of the Court.

WHEREAS, Seller and Purchaser agree that the proposed transaction is the product of a good faith arm's-length negotiations between Seller and Purchaser.

WHEREAS, pursuant to paragraph 7 of the Miscellaneous Asset Sale Order, Purchaser shall take title to the Purchased Asset free and clear of all liens, claims, encumbrances and other interests, pursuant to section 363(f) of the United States Bankruptcy Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Description of Asset. The asset included in this Purchase Agreement consists only of the Purchased Asset.

2. Sale and Assignment of Asset. In consideration of the sum of Twelve Thousand Dollars and No Cents (\$12,000) (the "Purchase Price"), to be delivered to the Liquor License Escrow Holder (defined below) in accordance with the terms and conditions of the escrow instructions, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's rights, title and interests in and to the Purchased Asset.

3. Liquor License Escrow. Following execution of this Purchase Agreement and the Court's entry of the *Order Authorizing and Approving the Sale of the Burbank Liquor License*, Seller shall place the Liquor License into escrow with California Business Escrow, Inc. ("Liquor License Escrow Holder") pursuant to the escrow agreement. Promptly following the opening of escrow with the Liquor License Escrow Holder, Purchaser shall arrange for Liquor License Escrow Holder to record notice of the proposed transfer with the applicable county recorder's office and, following the expiration of the requisite notice period, complete the application for the transfer of the Liquor License and provide all application documents necessary to effectuate the transfer to Seller for execution. The parties anticipate that such application shall be submitted to the Liquor License Department within thirty (30) days following the opening of escrow with the Liquor License Escrow Holder, and agree to take all commercially reasonable steps required of them to insure such application is made before such time. The Seller and Purchaser both agree that "time is of the essence" with respect to the taking of all of the foregoing actions. As noted below, Seller shall not be responsible for any of Purchaser's costs relating to or arising out of the license transfer, applications, management agreements or issuance of new Liquor Licenses and temporary or interim licenses or permits by the Liquor License Department. Upon approval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be paid by the Liquor License Escrow Holder to Seller or its designated assignee via wire transfer of immediately available funds to an account designated by Seller and Seller shall convey the applicable Liquor License to Purchaser as of such date. Upon disapproval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be refunded by the Liquor License Escrow Holder to Purchaser via wire transfer of immediately available funds to an account designated by Purchaser.

4. Fees and Costs. In addition to the Purchase Price, the Purchaser shall be responsible for all aspects of the transfer of the Liquor License, including preparation and submission of any and all applications and documentation, satisfaction of any and all regulatory requirements, including obtaining all applicable governmental authority consents or approvals to the sale and transfer of the Liquor License, payment of all filing fees, application fees (including application, transfer, annual renewal and similar fees imposed by the ABC), publication fees, Purchaser's attorney fees, broker fees, regulatory fees and other fees and costs associated with the transfer of the Liquor License. For the avoidance of doubt, any fees or costs paid to or for the benefit of the Liquor License Escrow Holder by Seller under the escrow agreement executed by the parties shall be reimbursed to Seller by Buyer, notwithstanding any provision of such escrow agreement.

5. Terms of Transaction. Seller makes no representations or warranties whatsoever express or implied, with respect to any matter relating to the Purchased Asset or whether such asset is currently in good standing, including income to be derived or expenses to be incurred in connection with the Purchased Asset, the condition of any tangible Purchased Asset, the value of the Purchased Asset (or any portion thereof), the transferability of the Purchased Asset (or any portion thereof), the merchantability or fitness of the Purchased Asset (or any portion thereof) for any particular purpose, the location or existences of the Purchased Asset, or any other matter or thing relating to the Purchased Asset. Without in any way limiting the forgoing, SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PURCHASED ASSET. On or prior to the date of the transfer of the Purchased Asset, the Purchaser has conducted an independent inspection and investigation of the good standing of the Purchased Asset under applicable law and whether such Purchased Asset may be assigned or transferred by Seller to Purchaser and all such other matters relating to or affecting or comprising the Purchased Asset and all such other matters relating to or affecting or comprising the Purchased Asset as Purchaser deemed necessary or appropriate and that in proceeding with the contemplated sale of the Purchased Asset, Purchaser is doing so based solely upon such independent investigations. Accordingly, Purchaser accepts the Purchased Asset "AS IS," "WHERE IS," and "WITH ALL FAULTS" and without representation, warranty or guarantee that such Purchased Asset is in good standing under applicable law or may be assigned or transferred pursuant to applicable law.

6. Specific Representations. Notwithstanding the foregoing, as of the date of the filing of the Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures, Seller represents and warrants that (i) the Liquor License is in full force and effect for the current license term, and (ii) Seller has paid all license fees for the Liquor License as required by the California Alcoholic Beverage Control Board for the current license term.

7. Failure of Transaction. Nothing contained in this Purchase Agreement shall be deemed to be a representation on the part of Seller that the ABC will approve the transfer of the Liquor License to Purchaser, or that new, interim or temporary licenses or permits will be issued to Purchaser or that Purchaser is qualified to hold a liquor license in the State of California or any applicable licensing jurisdiction therein, or that Purchaser's applications will be approved by the ABC. In the event the Purchaser fails to obtain approval of the transfer by the ABC, the Liquor License Escrow Holder shall return the Purchase Price to Purchaser as set forth herein but Seller shall retain all applicable remedies at law and in equity against Purchaser in the event the transfer was not approved solely because of the fault of Purchaser.

8. Binding on Successors and Assigns. This Purchase Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns, including any liquidating trust created or trustees appointed in any proceedings under chapter 7 or chapter 11 of the Bankruptcy Code relating to the Seller.

IN WITNESS WHEREOF, Seller and Purchase have caused this Purchase Agreement to be executed as of the date first written above,

SELLER:

Fresh & Easy, LLC

By: _____
Amir Agam
Chief Restructuring Officer

PURCHASER:

Grocery Outlet, Inc.,
a California corporation

By: _____
Name:
Title

EXHIBIT 1

Description of the Purchased Asset

Fresh & Easy, LLC
Asset Listing - Store 1180, Bakersfield, California

<u>Store #</u>	1180
<u>Store Address</u>	11200 Brimhall Road
<u>City</u>	Bakersfield
<u>State</u>	CA
<u>License #</u>	539650
<u>Asset Description</u>	Beer & Wine

EXHIBIT B-2

Burbank Purchase Agreement

PURCHASE AGREEMENT

This PURCHASE AGREEMENT, dated as of July __, 2016, is executed and delivered by the undersigned Fresh & Easy, LLC (the "Seller"), in favor of Grocery Outlet, Inc., a California corporation (the "Purchaser").

WHEREAS, on October 30, 2015, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

WHEREAS, on December 3, 2015, the Court entered the *Order Authorizing and Approving Procedures for the Sale or Abandonment of Miscellaneous Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Certain Related Relief* [Docket No. 288] (the "Miscellaneous Asset Sale Order").

WHEREAS, Seller holds the rights to a liquor license issued by the State of California Department of Alcoholic Beverage Control (the "Liquor License Department" or "ABC") as described on Exhibit 1 hereto (the "Purchased Asset" or "Liquor License").

WHEREAS, Seller desires to sell and transfer, and the Purchaser desires to purchase and acquire, the Liquor License upon the terms and conditions hereinafter set forth.

WHEREAS, it is the Purchaser's intent to make an application to obtain the requisite approvals from the Liquor License Department and any applicable local authorities in order to effectuate a transfer of the Liquor License.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller offered to enter into an agreement for the sale of Purchased Asset with Purchaser.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller served a *Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures* (the "Miscellaneous Asset Sale Notice") on the Interested Parties (as defined in the Miscellaneous Asset Sale Order).

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, no objections were received on or before [INSERT DATE], 2016 at 5:00 p.m. (Eastern Time) (two (2) business days from the date of service of the Miscellaneous Asset Sale Notice) (the "Objection Deadline"); and therefore, Seller is authorized to consummate the sale to Purchaser without the need for a further order of the Court.

WHEREAS, Seller and Purchaser agree that the proposed transaction is the product of a good faith arm's-length negotiations between Seller and Purchaser.

WHEREAS, pursuant to paragraph 7 of the Miscellaneous Asset Sale Order, Purchaser shall take title to the Purchased Asset free and clear of all liens, claims, encumbrances and other interests, pursuant to section 363(f) of the United States Bankruptcy Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Description of Asset. The asset included in this Purchase Agreement consists only of the Purchased Asset.
2. Sale and Assignment of Asset. In consideration of the sum of Five Thousand Dollars and No Cents (\$5,000) (the "Purchase Price"), to be delivered in full to the Liquor License Escrow Holder (defined below) in accordance with the terms and conditions of the escrow instructions, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's rights, title and interests in and to the Purchased Asset.
3. Liquor License Escrow. Following execution of this Purchase Agreement and the Court's entry of the *Order Authorizing and Approving the Sale of the Burbank Liquor License*, Seller shall place the Liquor License into escrow with California Business Escrow, Inc. ("Liquor License Escrow Holder") pursuant to the escrow agreement. Promptly following the opening of escrow with the Liquor License Escrow Holder, Purchaser shall arrange for Liquor License Escrow Holder to record notice of the proposed transfer with the applicable county recorder's office and, following the expiration of the requisite notice period, complete the application for the transfer of the Liquor License and provide all application documents necessary to effectuate the transfer to Seller for execution. The parties anticipate that such application shall be submitted to the Liquor License Department within thirty (30) days following the opening of escrow with the Liquor License Escrow Holder, and agree to take all commercially reasonable steps required of them to insure such application is made before such time. The Seller and Purchaser both agree that "time is of the essence" with respect to the taking of all of the foregoing actions. As noted below, Seller shall not be responsible for any of Purchaser's costs relating to or arising out of the license transfer, applications, management agreements or issuance of new Liquor Licenses and temporary or interim licenses or permits by the Liquor License Department. Upon approval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be paid by the Liquor License Escrow Holder to Seller or its designated assignee via wire transfer of immediately available funds to an account designated by Seller and Seller shall convey the applicable Liquor License to Purchaser as of such date. Upon disapproval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be refunded by the Liquor License Escrow Holder to Purchaser via wire transfer of immediately available funds to an account designated by Purchaser.
4. Fees and Costs. In addition to the Purchase Price, the Purchaser shall be responsible for all aspects of the transfer of the Liquor License, including preparation and submission of any and all applications and documentation, satisfaction of any and all regulatory requirements, including obtaining all applicable governmental authority consents or approvals to the sale and transfer of the Liquor License, payment of all filing fees, application fees (including application, transfer, annual renewal and similar fees imposed by the ABC), publication fees, Purchaser's attorney fees, broker fees, regulatory fees and other fees and costs associated with the transfer of the Liquor License. For the avoidance of doubt, any fees or costs paid to or for the benefit of the Liquor License Escrow Holder by Seller under the escrow agreement executed by the parties shall be reimbursed to Seller by Buyer, notwithstanding any provision of such escrow agreement.

5. Terms of Transaction. Seller makes no representations or warranties whatsoever express or implied, with respect to any matter relating to the Purchased Asset or whether such asset is currently in good standing, including income to be derived or expenses to be incurred in connection with the Purchased Asset, the condition of any tangible Purchased Asset, the value of the Purchased Asset (or any portion thereof), the transferability of the Purchased Asset (or any portion thereof), the merchantability or fitness of the Purchased Asset (or any portion thereof) for any particular purpose, the location or existences of the Purchased Asset, or any other matter or thing relating to the Purchased Asset. Without in any way limiting the forgoing, SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PURCHASED ASSET. On or prior to the date of the transfer of the Purchased Asset, the Purchaser has conducted an independent inspection and investigation of the good standing of the Purchased Asset under applicable law and whether such Purchased Asset may be assigned or transferred by Seller to Purchaser and all such other matters relating to or affecting or comprising the Purchased Asset and all such other matters relating to or affecting or comprising the Purchased Asset as Purchaser deemed necessary or appropriate and that in proceeding with the contemplated sale of the Purchased Asset, Purchaser is doing so based solely upon such independent investigations. Accordingly, Purchaser accepts the Purchased Asset "AS IS," "WHERE IS," and "WITH ALL FAULTS" and without representation, warranty or guarantee that such Purchased Asset is in good standing under applicable law or may be assigned or transferred pursuant to applicable law.

6. Specific Representations. Notwithstanding the foregoing, as of the date of the filing of the Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures, Seller represents and warrants that (i) the Liquor License is in full force and effect for the current license term, and (ii) Seller has paid all license fees for the Liquor License as required by the California Alcoholic Beverage Control Board for the current license term.

7. Failure of Transaction. Nothing contained in this Purchase Agreement shall be deemed to be a representation on the part of Seller that the ABC will approve the transfer of the Liquor License to Purchaser, or that new, interim or temporary licenses or permits will be issued to Purchaser or that Purchaser is qualified to hold a liquor license in the State of California or any applicable licensing jurisdiction therein, or that Purchaser's applications will be approved by the ABC. In the event the Purchaser fails to obtain approval of the transfer by the ABC, the Liquor License Escrow Holder shall return the Purchase Price to Purchaser as set forth herein but Seller shall retain all applicable remedies at law and in equity against Purchaser in the event the transfer was not approved solely because of the fault of Purchaser.

8. Binding on Successors and Assigns. This Purchase Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns, including any liquidating trust created or trustees appointed in any proceedings under chapter 7 or chapter 11 of the Bankruptcy Code relating to the Seller.

IN WITNESS WHEREOF, Seller and Purchase have caused this Purchase Agreement to be executed as of the date first written above,

SELLER:

Fresh & Easy, LLC

By: _____
Amir Agam
Chief Restructuring Officer

PURCHASER:

Grocery Outlet, Inc.,
a California corporation

By: _____
Name:
Title

EXHIBIT 1

Description of the Purchased Asset

Fresh & Easy, LLC
Asset Listing - Store 1418, Burbank, California

<u>Store #</u>	1418
<u>Store Address</u>	1615 W. Verdugo Ave.
<u>City</u>	Burbank
<u>State</u>	CA
<u>License #</u>	539672
<u>Asset Description</u>	Beer & Wine