

SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH REPORT DELIVERED BY SELLER OR ANY AFFILIATE TO BUYER OR ULTIMATE PURCHASER, BUT RATHER WILL RELY ON ITS OWN INVESTIGATIONS AND ANY REPORTS COMMISSIONED BY BUYER WITH RESPECT THERETO, AND (C) NEITHER SELLER, ANY AFFILIATE OF SELLER NOR THE PERSON WHICH PREPARED ANY SUCH REPORT DELIVERED OR MADE AVAILABLE BY SELLER OR ANY AFFILIATE TO BUYER OR ULTIMATE PURCHASER SHALL HAVE ANY LIABILITY TO BUYER OR ULTIMATE PURCHASER FOR ANY INACCURACY IN OR OMISSION FROM ANY SUCH REPORT.

Section 19.2 EXCEPT FOR THE CONTRACT WARRANTIES, BUYER OR ULTIMATE PURCHASER UNDERSTAND AND AGREE THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE ASSETS WITH LAWS, THE ABSENCE OR PRESENCE OF HAZARDOUS MATERIALS OR OTHER TOXIC SUBSTANCES (INCLUDING WITHOUT LIMITATION MOLD OR ANY MOLD CONDITION), COMPLIANCE WITH ENVIRONMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENTS, MATERIALS, REPORTS OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF SELLER OR ANY AFFILIATE TO BUYER OR ULTIMATE PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE ASSETS. BUYER OR ULTIMATE PURCHASER ACKNOWLEDGE AND AGREE THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER OR ULTIMATE PURCHASER SHALL ACCEPT THE ASSETS "AS IS, WHERE IS, WITH ALL FAULTS". BUYER AND ULTIMATE PURCHASER HAVE NOT RELIED AND WILL NOT RELY ON, AND NEITHER SELLER NOR ANY AFFILIATE IS LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS OR RELATING THERETO PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF SELLER OR ANY AFFILIATE, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER OR ANY AFFILIATE, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY, IN WRITING OR IN ELECTRONIC FORMAT.

Section 19.3 BUYER OR ULTIMATE PURCHASER ACKNOWLEDGE THAT BUYER OR ULTIMATE PURCHASER'S ACCESS AND INSPECTION RIGHTS HAVE BEEN LIMITED AS SET FORTH IN THIS AGREEMENT AND THAT BUYER AND ULTIMATE PURCHASER UNDERSTAND THE RISKS ASSOCIATED WITH PURCHASING THE ASSETS ON THE BASIS OF SUCH LIMITED INVESTIGATIONS. BUYER AND ULTIMATE PURCHASER REPRESENT TO SELLER THAT NOTWITHSTANDING SUCH LIMITATIONS BUYER AND ULTIMATE PURCHASER

WILL HAVE CONDUCTED SUCH INVESTIGATIONS AS BUYER AND ULTIMATE PURCHASER DEEM NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE ASSETS AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE ASSETS (INCLUDING WITHOUT LIMITATION ANY MOLD OR MOLD CONDITION), AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AFFILIATES, AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER AND ULTIMATE PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER AND ULTIMATE PURCHASER'S INVESTIGATIONS, AND BUYER AND ULTIMATE PURCHASER, UPON CLOSING, EXCEPT FOR THE CONTRACT WARRANTIES, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND SELLER'S AFFILIATES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR UNDER ANY ENVIRONMENTAL LAW), LOSSES, DAMAGES, LIABILITIES (WHETHER BASED ON STRICT LIABILITY OR OTHERWISE), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER AND ULTIMATE PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND SELLER'S AFFILIATE'S (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE ASSETS.

Section 19.4 EXCEPT FOR THE CONTRACT WARRANTIES, BUYER AND ULTIMATE PURCHASER AGREE THAT SHOULD ANY INVESTIGATION, CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS (INCLUDING WITHOUT LIMITATION ANY MOLD OR MOLD CONDITION) ON OR RELATED TO THE ASSETS BE REQUIRED AFTER THE DATE OF CLOSING, NEITHER SELLER NOR ANY AFFILIATE SHALL HAVE ANY LIABILITY TO BUYER AND ULTIMATE PURCHASER TO PERFORM OR PAY FOR SUCH INVESTIGATION, CLEAN-UP, REMOVAL OR REMEDIATION, AND BUYER AND ULTIMATE PURCHASER EXPRESSLY WAIVES AND RELEASES ANY CLAIM TO THE CONTRARY.

Section 19.5 BUYER AND ULTIMATE PURCHASER REPRESENT AND WARRANT THAT THE TERMS OF THE DISCLAIMERS, WAIVERS AND RELEASES CONTAINED HEREIN AND THEIR CONSEQUENCES HAVE BEEN COMPLETELY READ AND UNDERSTOOD BY BUYER AND ULTIMATE

PURCHASER, AND BUYER AND ULTIMATE PURCHASER HAVE HAD THE OPPORTUNITY TO CONSULT WITH, AND HAS CONSULTED WITH, LEGAL COUNSEL OF BUYER AND ULTIMATE PURCHASER'S CHOICE WITH REGARD TO THE TERMS OF SUCH DISCLAIMERS, WAIVERS AND RELEASES. BUYER AND ULTIMATE PURCHASER ACKNOWLEDGES AND WARRANTS THAT BUYER AND ULTIMATE PURCHASER'S EXECUTION OF THESE DISCLAIMERS, WAIVERS AND RELEASES IS FREE AND VOLUNTARY.

Section 19.6 Seller and Buyer acknowledge that the provisions of this Article 19 are an integral part of the transactions contemplated in this Agreement and a material inducement to Seller to enter into this Agreement and that Seller would not enter into this Agreement but for the provisions of this Article 19. Seller and Buyer agree that the provisions of this Article 19 shall survive Closing or any termination of this Agreement.

Section 19.7 No Assumption of Liabilities. This Agreement constitutes a sale of certain assets of Seller only and is not a sale of any stock in any entity comprising Seller.

(a) By entering into this Agreement or performing any act or agreement hereunder, except as expressly set forth herein, Buyer does not assume any obligations or liabilities of Seller or the Ultimate Purchaser and shall not be responsible for the payment of any liabilities of or obligations of Seller or the Ultimate Purchaser whatsoever, including, without limitation, the following:

(i) Claims by Seller's employees, former employees or others under any contract, agreement or the like or any state, Federal, local or other laws, statutes, executive order, regulations, ordinances, codes or the like including, but not limited to, claims in connection with employee wages, vacation pay, severance pay, holiday pay, sick leave pay, detrimental reliance claims, implied contract claims, WARN notice claims, worker's compensation claims, ERISA claims, COBRA claims, Civil Rights Laws claims, claims under the Fair Labor Standards Act or Labor Management Relations Act, Americans With Disabilities Act, Family Medical Leave Act, employment discrimination claims of all types, claims regarding health and welfare benefits or premiums, sexual harassment claims, disability claims, Family and Medical Leave Act claims, pension fund liability (whether for current or unfunded accrued liabilities), claims or other problems arising under OSHA, claims in connection with environmental problems, claims arising out of Seller's agreements with third parties or any other obligations of any kind or character arising out of Seller's acts, omissions or agreements;

(ii) Demands, causes of action, obligations or liabilities (including damages, costs and reasonable attorneys fees) from any claim of any third party arising out of Seller's or the Ultimate Purchaser's acts, omissions or agreements.

(b) There is no agency relationship between Seller and Buyer or Buyer and the Ultimate Purchaser; Buyer is not a successor or assign or alter ego to Seller or the Ultimate Purchaser. Seller and Buyer and Buyer and the Ultimate Purchaser are not

involved in a joint venture, Buyer is not required to continue operations at any of Seller's former facilities. If in its sole discretion, Buyer or the Ultimate Purchaser hires former employees, managers or supervisors of Seller, these individuals shall be employed as new employees of Buyer or the Ultimate Purchaser. All individuals considered for employment by Buyer or the Ultimate Purchaser, if any, will be hired on the basis of qualifications, as determined by Buyer or the Ultimate Purchaser. Buyer or the Ultimate Purchaser does not assume and is not responsible for any liability Seller may have to retired persons or former employees. Seller represents that it desires to cease their current retail grocery operations at the Stores. Seller further represents to Buyer and the Ultimate Purchaser that it has, or will before the Closing Date, satisfy its liabilities and/or obligations accruing prior to the Closing Date to all other persons who are affected by the closing of Seller's business operations; provided, however, if such obligations are of a nature such that they cannot be satisfied prior to the Closing Date, Seller shall diligently cause the satisfaction of such obligations as soon as practicable after the Closing Date.

Section 19.8 Third Party Beneficiaries. To the extent specifically set forth herein, the Ultimate Purchaser with respect to the Store(s) such Ultimate Purchaser is acquiring shall be an intended third party beneficiary hereunder. In all other respects, only the parties hereto and their permitted successors and assigns shall have any rights and/or obligations hereunder.

ARTICLE 20

EXHIBITS


Section 20.1 Each of the exhibits and schedules hereto are deemed incorporated by reference herein as a material part of this Agreement. Such exhibits and schedules described herein may be attached by the parties after execution by the parties of this Agreement; and, thereafter, updated from time to time until Closing by mutual agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

BELLE FOODS, LLC,
an Alabama limited liability company

By: 
Name: J. JETRO CAMPBELL
Title: CHIEF RESTRUCTURING OFFICER

BUYER:

**ASSOCIATED WHOLESALE GROCERS,
INC.,** a Kansas corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

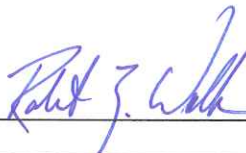
SELLER:

BELLE FOODS, LLC,
an Alabama limited liability company

By: _____
Name: _____
Title: _____

BUYER:

**ASSOCIATED WHOLESALE GROCERS,
INC.,** a Kansas corporation

By:  _____
Name: _____
Title: _____

LIST OF EXHIBITS

Exhibit A-1	List of Leased Stores
Exhibit A-2	- Description of Leases
Exhibit B	- Purchase Price Allocation and Deposit
Exhibit C	- Form of Bill of Sale
Exhibit D	- Permitted Encumbrances
Exhibit E	- Specific Corporate Items
Exhibit F	- Excluded Inventory
Exhibit F-1	- Other Excluded Personal Property
Exhibit G-1	- Form of Inventory Certificate (Including Perishables)
Exhibit G-2	- Form of Inventory Certificate (Excluding Perishables)
Exhibit H	- Form of Declaration
Exhibit I	- Form of Lease Assignment
Exhibit J	- Form of Sale Order
Exhibit K	- Exceptions to Seller's Representations and Warranties
Exhibit L	- Bid Protections and Break-Up Fee
Exhibit M	- List of Contracts
Exhibit N	- Process for Inventory Liquidations
Exhibit O	- Form of Buyer Certificate
Exhibit P	- List of All Warranties and Guaranties
Exhibit Q	- Form of Landlord Estoppel Certificate
Exhibit R	- Form of Warranties and Guaranties Assignment
Exhibit S	- Form of Assumed Contracts Assignment

**EXHIBIT "A-1"
TO
ASSET PURCHASE AGREEMENT**

Stores

Exhibit A-1				
Store No.	City, State	AWG Buyer	AWG Inventory Acquisition	Store will be Acquired Open or Closed
67	Enterprise, AL	AWG	To be Liquidated	Closed
480	Albany, GA	AWG	To be Liquidated	Closed
330	Mobile, AL (<i>Dauphin Isld</i>)	Food Champs, LLC	Yes per APA Exhibit G-2	Open
334	Mobile, AL (<i>Dauphin St</i>)	Food Champs, LLC	Yes per APA Exhibit G-2	Open
190	Brewton, AL	Food Giant Supermarkets, Inc.	Yes per APA Exhibit G-2	Closed
524	Columbus, MS	Food Giant Supermarkets, Inc.	To be Liquidated	Closed
114	Mobile, AL	Greers	Yes per APA Exhibit G-2	Open
250	Griffin, GA	HAC, INC.	To be Liquidated	Closed
293	Athens, GA (<i>Lexington</i>)	HAC, INC.	To be Liquidated	Closed
132	Troy, AL	HAC, INC.	Yes per APA Exhibit G-1	Open
294	Monroe, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
473	Dawson, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
477	Milledgeville, GA (<i>N Columbia</i>)	HAC, INC.	Yes per APA Exhibit G-1	Open
706	Macon, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
733	Cochran, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
744	Eastman, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
745	Gordon, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
749	Milledgeville, GA (<i>Wayne St</i>)	HAC, INC.	Yes per APA Exhibit G-1	Open
765	East Dublin, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
798	Warner Robins, GA	HAC, INC.	Yes per APA Exhibit G-1	Open
49	Rainbow City, AL	Mitchell Grocery	To be Liquidated	Closed
545	Athens, GA	TBD	TBD	Open
134	Scottsboro, AL	Mitchell Grocery	Yes per APA Exhibit G-2	Open
905	Florence, AL	Mitchell Grocery	Yes per APA Exhibit G-1	Open
913	Athens, AL	Hometown Grocers (Holloway)	Yes per APA Exhibit G-1	Open
131	Decatur, AL	Mitchell Grocery	Yes per APA Exhibit G-1	Open
70	Alabaster, AL	Mitchell Grocery	Yes per APA Exhibit G-1	Open
136	Muscle Shoals, AL	Mitchell Grocery	Yes per APA Exhibit G-1	Open
215	Starkville, MS	R&R Foods (Ramey)	Yes per APA Exhibit G-1	Open
193	Atmore, AL	Ramey Enterprises, Inc.	Yes per APA Exhibit G-2	Open
226	Luverne, AL	Ramey Enterprises, Inc.	Yes per APA Exhibit G-2	Open
306	Gulf Shores, AL	Rouses Enterprises, LLC.	To be Liquidated	Closed
309	Spanish Fort, AL	Rouses Enterprises, LLC.	To be Liquidated	Closed
310	Mobile, AL (<i>S University</i>)	Rouses Enterprises, LLC.	To be Liquidated	Closed
323	Mobile, AL (<i>Old Shell Rd</i>)	Rouses Enterprises, LLC.	To be Liquidated	Closed
337	Saraland, AL	Rouses Enterprises, LLC.	To be Liquidated	Closed
339	Theodore, AL	Rouses Enterprises, LLC.	To be Liquidated	Closed
27	Tuscaloosa, AL	Triple V	Yes per APA Exhibit G-1	Open
75	Meridian, MS	Triple V	Yes per APA Exhibit G-1	Open
234	Tuscaloosa, AL	Triple V	Yes per APA Exhibit G-1	Open
247	Tuscaloosa, AL	Triple V	Yes per APA Exhibit G-1	Open
51	Hoover, AL	4Wall, LLC (Bill White)	Yes per APA Exhibit G-1	Open
84	Tuscaloosa, AL	4Wall, LLC (Bill White)	Yes per APA Exhibit G-1	Open

KCP-4355461-2
KCP-4358523-3
4358523 v4

KCP-4355461-2
KCP-4358523-3
4358523 v4

