

10-02-2002



102238790

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Homeland Stores, Inc.
2601 N.W. Expressway, Suite 1100E
Oklahoma City, OK 73112

9-30-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 09/07/2002

2. Name and address of receiving party(ies)

Name: HAC, Inc.
Internal
Address:

Street Address: 5000 Kansas Avenue
City: Kansas City State: KS Zip: 66110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Kansas
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,650,397;
1,645,401; 1,555,307; 1,820,865
2,520,377; 2,520,378; 2,520,376

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lawrence A. Swain, Esq.

Internal Address:

Street Address: 9225 Indian Creek Parkway
Suite 1100

City: Overland Park State: KS Zip: 66210

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS
2002 SEP 30 AM 8:12
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Lawrence A. Swain 40.00/OP
Name of Person Signing 150.00/OP

Lawrence A. Swain
Signature

9-26-02
Date

Total number of pages including cover sheet, attachments, and document: 48

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/01/2002 DBYRNE 00000159 1650397
01 FC:481
02 FC:482

ASSIGNMENT OF TRADE RIGHTS

THIS ASSIGNMENT OF TRADE RIGHTS (this "**Assignment**") is made and entered into effective as of the 7th day of September, 2002 by and between **HOMELAND STORES, INC.**, a Delaware corporation, debtor and debtor-in-possession ("**Assignor**") and **HAC, INC.**, a Kansas corporation ("**Assignee**").

WITNESSETH:

A. This Assignment is made pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated June 24, 2002, as amended (the "**Asset Purchase Agreement**"), and that certain Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc. and Homeland Holding Corporation entered August 29, 2002, which order is attached hereto as **Exhibit "A"** and is incorporated herein by this reference.

B. Assignor has adopted, used, is using and owns the rights in and to the trademarks, service marks, trade names, trade dress, and other trade identity symbols used by or associated with Assignor and its business products and services (the "**Rights**") as described in **Exhibit "B"** attached hereto and incorporated herein;

C. Assignee is desirous of acquiring the Rights, registrations thereof, and goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

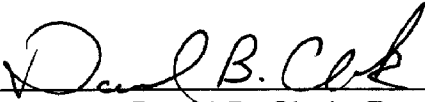
1. Assignor hereby assigns unto Assignee all of its right, title and interest in the United States in and to the Rights together with the goodwill of the business symbolized by the Rights, and the registration thereof, as applicable, free and clear of all liens, claims and encumbrances other than the liens securing the AWG Indebtedness (as defined in the Asset Purchase Agreement) assumed by Assignee.

2. This Assignment shall be binding and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

3. Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

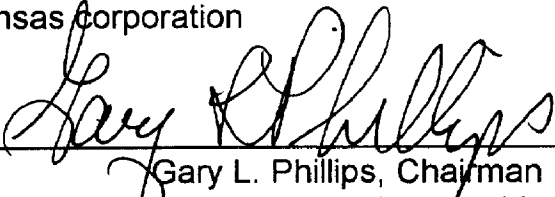
IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

HOMELAND STORES, INC.,
a Delaware corporation,
debtor and debtor-in-possession

By: 
David B. Clark, President

"Assignor"

HAC, INC.,
a Kansas corporation

By: 
Gary L. Phillips, Chairman
and Executive Vice President


"Assignee"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this 5th day of September, 2002, before me appeared David B. Clark, to me personally known, who being by me duly sworn did say that he is the President of **HOMELAND STORES, INC.**, a Delaware corporation, debtor and debtor-in-possession and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public


My appointment* expires:

Linda L. Jennings
~~Notary Public - State of Kansas~~
My Appt. Expires 03/22/2006

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this 5th day of September, 2002, before me appeared Gary L. Phillips, to me personally known, who being by me duly sworn did say that he is the Chairman and Executive Vice President of **HAC, INC.**, a Kansas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public

My appointment* expires:

Linda L. Jennings
~~Notary Public - State of Kansas~~
My Appt. Expires 03/22/2006

*The State of Kansas does not issue commission or appointment numbers to notary publics.

FILED

AUG 29 2002

GRANT PRICE
CLERK, U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA
BY: _____, DEPUTY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re:)	
)	
HOMELAND HOLDING CORPORATION)	Case No. 01-17869-TS
(Fed. Tax ID# 73-1311075),)	Chapter 11
)	
and)	
)	
HOMELAND STORES, INC.)	Case No. 01-17870-TS
(Fed. Tax ID# 73-1310085),)	Chapter 11
)	
Debtors.)	(Jointly Administered)

**ORDER CONFIRMING JOINT
PLAN OF REORGANIZATION OF
HOMELAND STORES, INC. AND
HOMELAND HOLDING CORPORATION**

NOW, at Oklahoma City, Oklahoma, on this 29th day of August, 2002, the Joint Plan of Reorganization of Homeland Stores, Inc. and Homeland Holding Corporation, as Amended and as further amended by the Technical Amendments to Joint Plan of Reorganization of Homeland Stores, Inc. and Homeland Holding Corporation, as Amended (collectively, the "Plan"), comes on for hearing. All appearances are as noted in the record.

Thereupon, counsel for Homeland Stores, Inc. ("Homeland") and Homeland Holding Corporation ("Holding") (collectively, Homeland and Holding shall be referred to as "Debtors") advises the Court that: (1) the Disclosure Statement For Joint Plan Of Reorganization Of Homeland Stores, Inc. And Homeland Holding Corporation submitted by the Debtors and Associated Wholesale Grocers, Inc. ("AWG"); (2) Ballots; (3) the Order Approving Disclosure Statement; (4) the letter in support of the Plan by the Debtors; and (5) the letter in support of the Plan by the Official Committee of Unsecured Creditors (the "Committee") were properly served on all creditors, other interest holders of the Debtors, and other parties in interest pursuant to Bankruptcy Rules 3017(d), 6004, 6006, and 9019.

*Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc.
and Homeland Holding Corporation*

564505

EXHIBIT "A"

**TRADEMARK
REEL: 2591 FRAME: 0945**

Objections to the confirmation of the Plan were filed by the Internal Revenue Service ("IRS") and Pension Benefit Guaranty Corporation ("PBGC"). No other objections to the Plan were filed, and the time period for filing objections has expired.

Counsel for the Debtors advises the Court that it has resolved the objection of the IRS and the PBGC by the Technical Amendments to the Plan.

The Court, having jurisdiction hereof and having reviewed the files and records in this case together with the sworn testimony, proffers, or affidavits submitted, statements of counsel, and the documentary exhibits admitted into evidence, finds that good cause exists for the entry of this Order. All capitalized terms used in this Order that are not otherwise defined shall have the meaning ascribed to them in the Plan and the documents incorporated therein. The Court further finds that:

- A. This matter is a core proceeding.
- B. All persons entitled to notice of the confirmation hearing have received such notice in a timely fashion in accordance with the prior Orders of this Court. Such notice complies with the provisions of due process and is in all respects adequate and proper under the circumstances.
- C. The Plan is incorporated herein by reference.
- D. The ballot summary reflecting the results of voting on the Plan is attached as Exhibit "A" and incorporated by reference.
- E. The Plan complies with all applicable provisions of the Bankruptcy Code. See 11 U.S.C § 1129(a)(1).
- F. The proponents of the Plan comply with the applicable provisions of Chapter 11 of the Bankruptcy Code. See 11 U.S.C. § 1129(a)(2).
- G. The Plan was proposed in good faith and not by any means forbidden by law. See 11 U.S.C. § 1129(a)(3).

H. At all times herein, the Debtors and AWG have: (i) acted in good faith, including, without limitation, as the Proponents of the Plan for purposes of 11 U.S.C. § 1125(e); and (ii) complied with all applicable provisions of the Bankruptcy Code.

I. All payments made or to be made by the Debtors and AWG have been fully disclosed to the Court and are reasonable, or, if to be fixed after Confirmation of the Plan, will be subject to the approval of the Court as reasonable. See 11 U.S.C. § 1129(a)(4).

J. Under the Plan, the Debtors propose to employ certain officers of the Debtors as detailed on the record, who are insiders of the Debtors, and the nature of their compensation is reflected in the record. Consequently, the disclosure of the identity of any insider that will be employed or retained under the Plan and the nature of his or her compensation required by the Bankruptcy Code has been satisfied. See 11 U.S.C. § 1129(a)(5).

K. The Plan does not call for any rate change subject to the jurisdiction of any governmental regulatory commission and the provisions of 11 U.S.C. § 1129(a)(6) do not apply.

L. Each holder of a claim or interest has either accepted the Plan or will receive or retain on account of such claim or interest under the Plan, property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the respective Debtor liable to such holder was liquidated under Chapter 7 of the Bankruptcy Code on such date. See 11 U.S.C. § 1129(a)(7).

M. The Plan has been accepted by Classes 1, 2, 3, 4, 5, 6, 7, H1, H2, and H3, and Classes 8, H4 and H5 have rejected the Plan pursuant to 11 U.S.C. § 1126(c) and (g). See 11 U.S.C. § 1129(a)(8).

N. The Plan provides for the payment in full of all allowed administrative and priority claims upon the later of (a) the Effective Date; or (b) the date that an Order allowing the administrative claim or the priority claim becomes a Final Order, unless the claim holders have agreed to different treatment as required by the Bankruptcy Code. See 11 U.S.C. § 1129(a)(9).

O. All impaired classes (other than the classes that are deemed to have rejected the Plan) under the Plan have accepted the Plan satisfying the requirements of 11 U.S.C. § 1126(c). See 11 U.S.C. § 1129(a)(10).

P. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors, or any successor to the Debtors under the Plan, except to the extent that such liquidation is proposed in the Plan. See 11 U.S.C. § 1129(a)(11).

Q. The Plan provides for the payment of all fees payable under § 1930 of Title 28 to the Office of the United States Trustee in the manner required by the Bankruptcy Code. See 11 U.S.C. § 1129(a)(12).

R. The Plan provides for the termination of all retirement benefits plans and 11 U.S.C. § 1114 does not apply. See 11 U.S.C. § 1129(a)(13).

S. The Plan contains adequate, proper and legal means for implementation in accordance with 11 U.S.C. § 1123.

T. The Plan does not discriminate unfairly, and is fair and equitable with respect to each class of claims or interests that is impaired under the Plan. See 11 U.S.C. § 1129(b).

U. The AWG Indebtedness and the Volume Protection Rights are each valid, binding and enforceable against the Debtors and against each of which the Debtors have no claims, credits or off-sets. The AWG Indebtedness and Volume Protection Rights were previously approved by the Court pursuant to its Final Order (i) approving Postpetition Financing, (ii) granting Security Interests and Superpriority Administrative Treatment, (iii) providing Adequate Protection, (iv) modifying Automatic Stay, and (v) authorizing Debtors to enter into Agreements pursuant to 11 U.S.C. §§363, 364 and 365 and Federal Rules of Bankruptcy Procedure 401 entered on August 28, 2001 (the "Financing Order"), and AWG is entitled to all of the rights and remedies afforded by the Financing Order.

V. Debtors have demonstrated a sound business justification in support of the Plan and the transactions contemplated by the Asset Purchase Agreement.

W. The terms and conditions of the Asset Purchase Agreement are fair and reasonable, and the transactions proposed by the Asset Purchase Agreement represent the highest and best offer received by the Debtors for the Assets. The purchase price to be paid by HAC, Inc. ("HAC") as described in the Asset Purchase Agreement constitutes full and adequate consideration for the proposed transactions which purchase price is reasonably equivalent to the value of the Assets.

X. The Plan and Asset Purchase Agreement were the result of arms-length negotiations by and among the Debtors, AWG, HAC and the Committee. Each party was represented by counsel and had input into the drafting of the documents.

Y. Confirmation of the Plan and approval of the transfers contemplated by the Asset Purchase Agreement are in the best interest of creditors and parties in interest.

Z. The transactions contemplated by the Plan and the Asset Purchase Agreement are in compliance with and satisfy the applicable provisions of Sections 363(b), (f), and (o); 1123(b)(4); and Section 365 of the Bankruptcy Code.

AA. Pursuant to the Plan and Asset Purchase Agreement, the Debtors may assume and assign those unexpired leases (the "Leases") as set forth on attached Exhibit "B-1" which is incorporated by reference. Homeland is a lessee under each and every Lease, and such Leases are valid, existing and fully in force and effect. With regards to each of the Leases, there are no defaults except as listed in Exhibit "B-1", and there are no cure amounts due and owing by the Debtors, except as listed in Exhibit "B-1". HAC has provided adequate assurances of future performance under all Leases to be assumed pursuant to the Asset Purchase Agreement and the Plan.

BB. Pursuant to the Plan and Asset Purchase Agreement, the Debtors may assume and assign those executory contracts ("Assumed Contracts") as set forth on attached Exhibit "B-2" which is incorporated by reference. Homeland is a party to each and every Assumed Contract, and such Assumed Contracts are valid, existing and fully in force and effect. HAC has provided adequate assurances of future performance under all Assumed Contracts to be assumed pursuant to the Asset Purchase Agreement and the Plan.

CC. Pursuant to the Plan, the Debtors may assume those executory contracts and unexpired leases ("Additional Contracts") that the Debtors have decided to assume (but not assign) pursuant to the Plan.

DD. HAC has made proposals to the authorized representatives of United Food & Commercial Workers Locals No. 1000 and No. Two and the Confectionary, Tobacco Workers and Grain Millers Union of America, Local 65 (collectively, the "Union") who are parties to collective bargaining agreements ("CBAs") with Homeland. Union leadership has accepted the proposals subject to ratification by their respective membership, and new CBAs (the "New CBAs") have been executed subject to the agreements being ratified by their membership. Upon ratification, the existing CBAs will have been terminated and superseded by their own terms and the terms of the New CBAs. Consequently, Section 1113 of the Bankruptcy Code does not apply. HAC shall have no obligations arising from or in connection with the existing CBAs, retirement plans, or health and welfare benefits or benefit plans for the employees of Homeland and their dependents and beneficiaries. HAC's relationship with the Union shall be controlled by the New CBAs, only, without regard to the existing CBAs.

EE. HAC shall have no obligations arising from or in connection with any health or welfare plan established for the benefit of the employees of Homeland, their dependents or beneficiaries.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Plan as amended by the Technical Amendments shall be and is hereby confirmed in all respects.
2. The Technical Amendments are not material and do not require a new ballot and vote on the Plan.
3. Neither the Debtors, AWG, HAC nor any of their respective officers, directors, employees, members or agents, nor any professional persons employed by any of them, shall have or incur any liability to any person for any act taken or omission made in good faith up to and including the time of confirmation of the Plan in this case, in connection with or related to formulating, confirming, implementing or consummating the Plan, Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan and Disclosure Statement filed in this case.
4. The Debtors shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6) from any remaining assets of the Debtors after consummation of transactions contemplated by the Asset Purchase Agreement. After confirmation, the Debtors shall file with the Court and serve on the United States Trustee a quarterly disbursement report for each quarter or portion thereof, until a Final Decree has been entered or the case is dismissed or converted to another chapter, in a format prescribed by and provided to the Debtors by the United States Trustee.
5. Pursuant to the terms of the Plan, the Allowed Claims of Back Bay and Fleet shall be indefeasibly paid in full on the Effective Date. Also pursuant to the terms of the Plan, Back Bay and Fleet shall retain their rights under the Financing Order until indefeasibly paid in full. Debtors shall be and hereby are authorized to execute pay-off letters with Back Bay and Fleet which contain customary and standard language, including without limitation, an acknowledgment of liability and a mutual release.

*Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc.
and Homeland Holding Corporation*

6. Subject to the payment in full of Back Bay and Fleet and except as to the mortgage, liens and security interests of AWG assumed by HAC as more fully set forth in the Asset Purchase Agreement, the transfer of the Assets to HAC on the Effective Date shall be free and clear of any and all liens, encumbrances, claims, charges and interests thereon and there against of whatever type or description, including, without limitation, restrictions on or conditions to transfer or assignment, mortgages, security interests, pledges, equities and other claims and interests (all such claims and interests described in this paragraph shall hereafter be referred to as the "Claim" or "Claims"), having arisen, existed or accrued prior to and through the Effective Date, whether direct or indirect, monetary or non-monetary, absolute or contingent, matured or unmatured, liquidated or unliquidated, of, by or against Debtors or the Assets and further including, without limitation, the following:

- a. Claims arising through the Effective Date, if any, of any governmental unit for taxes; any Claim arising through the Effective Date relating to any executory contract or lease (whether of personal or real property, or otherwise) affecting or in any way related to the Assets, without limitation, Claims of Debtors' vendors, suppliers and/or customers arising from Debtors' failure to perform its obligations to said parties whether such failure occurred prior to or on the Effective Date or whether such failure arose as a result of an HAC election or before the Effective Date not to accept and/or perform such vendors', suppliers' or customers' account and/or orders subsequent to the Effective Date;
- b. Any Claim arising through the Effective Date relating to work performed by any contractor or materialman that would give rise to a mechanic's lien, or similar Claim, against the Assets;
- c. Any Claim arising through the Effective Date for attorney's fees or other costs or expenses claimed by lessors, lessees, licensees or any other non-debtor parties to executory contracts or any lease;
- d. Any Claim arising through the Effective Date based on acts or omissions of the Debtor arising in tort, contract or otherwise, including, without limitation, Claims for successor liability; and
- e. Any Claim arising through the Effective Date relating to liability arising under state or federal revenue, tax, products liability, labor, worker compensation or environmental laws or with respect to Debtor's liability as distributor or a retailer.
- f. Any claim by any person or entity relating to any (i) retirement plan or (ii) health or welfare benefit or benefit plan for the benefit of any current or former employee of Debtors or their dependents or beneficiaries.

In addition, HAC shall not be liable, by operation of law or otherwise, for any Claim by virtue of HAC's purchase of the Assets including, without limitation, claims of the type set forth in paragraphs 5(a)-(f) above. Notwithstanding the foregoing, nothing contained in this Order is intended nor should it be deemed to affect statutory obligations of HAC, if any, for any COBRA liabilities.

7. Neither the purchase of the Assets by HAC, nor the subsequent operation by HAC of stores previously operated by Debtors, shall cause HAC or AWG to be deemed a successor in any respect of the Debtors' business within the meaning of any laws, rules or regulations relating to any revenue, pension, ERISA, tax, environmental, labor, products liability or other law, rule or regulation.

8. Subject to the payment in full of Back Bay and Fleet, any and all Claims in or against the Assets, except the claims of AWG against the Assets to be assumed by HAC, shall attach to the net proceeds of the sale of the Assets with the same force, validity, effect, priority and enforceability if any, as such Claims had prior to such sale. Any issues regarding the extent, validity, perfection, priority and enforceability of such Claims with respect to such proceeds shall be determined by the Court.

9. All of Debtors' interests in the Assets shall be transferred to and vested in HAC on the Effective Date. All Assets will be identified with specificity and set forth on schedules as required in the Asset Purchase Agreement. All such schedules shall be deemed incorporated herein. This Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets and/or a deed or bill of sale transferring good and marketable, indefeasible title and interest in the Assets to HAC on the Effective Date free and clear of all Claims except for those held by AWG. Any and all governmental recording offices and all other parties, persons or entities are hereby directed to

accept this Order as such an assignment, deed and/or bill of sale and, if necessary, this Order shall be accepted for recordation on or after the Effective Date as conclusive evidence of the free and clear, unencumbered transfer of title to the Assets to HAC, except that the mortgages, liens and security interests of AWG shall remain in full force and effect notwithstanding entry of this Order. Pursuant to Section 1146 of the Bankruptcy Code, neither Debtors, HAC nor AWG shall be required to pay any tax or fee under any law imposing a stamp tax or similar tax including mortgage registration fees, if any. All filing officers are directed to accept such filings, and such filings shall be fully enforceable at law and in equity as if such tax or fee has been paid in full.

10. Pursuant to the Plan, HAC shall assume certain obligations of Debtors to AWG as more specifically set forth in the Plan and Asset Purchase Agreement, and such obligations shall be secured by the existing liens of AWG. With respect to any such obligation, AWG shall be authorized in its sole discretion to file mortgages or deeds of trust, amended and restated documents as the case may be, or such other documents as may be necessary to reflect such obligations, in any federal, state, or local filing office. Pursuant to Section 1146 of the Bankruptcy Code, neither Debtors, HAC nor AWG shall be required to pay any tax or fee under any law imposing a stamp tax or similar tax including mortgage registration fees, if any. All filing officers are directed to accept such filings, and such filings shall be fully enforceable at law and in equity as if such tax or fee has been paid in full.

11. Any party asserting a Claim against the Assets (a "Claimant") is hereby directed and ordered to (i) fully cooperate with Debtors, HAC, and any other party (including, but not limited to, title insurance companies) with respect to the transfer of the Assets; and (ii) execute and deliver any and all documents presented to such Claimant to effectuate the transfer of the Assets and release the Assets from all Claims asserted thereon.

12. Debtors and HAC are hereby authorized and directed forthwith to take any and all actions necessary to perform, consummate, implement and fully comply with the Plan and close the purchase, sale and transfer of the Assets pursuant to the terms of the Asset Purchase Agreement and this Order, together with all additional instruments and documents that may reasonably be necessary or desirable to implement the same and to take all further actions as may be necessary or appropriate to the performance of the obligations as contemplated by this Order. The Debtors and all non-debtor parties are hereby directed to execute or deliver or to join in the execution or delivery of any instrument required to transfer the Assets to HAC, and to cooperate and perform any other act necessary to carry out the terms of this Order.

13. Upon the Effective Date, HAC is hereby granted immediate and unfettered access to and possession of all of the Assets.

14. The Reorganized Debtors shall be authorized to enter into such agreements, including, without limitation, liquidator, service and transition agreements, as shall be necessary to effectuate the Plan and realize the value of any remaining assets of the Debtors after the sale of the Assets to HAC. The Reorganized Debtors may pay such reasonable costs and expenses incurred thereby.

15. Pursuant to Section 365 of the Bankruptcy Code, Debtors are hereby authorized to assume and assign to HAC on the Effective Date the Leases listed on Exhibit "B-1" and the Assumed Contracts listed on Exhibit "B-2" without regard to any restrictions or conditions to transfer or assignment. The Debtors are further authorized to assume the Additional Contracts as contemplated by the Plan. Any and all cure costs necessary to effectuate the assumption of the Additional Contracts and assumption and assignment of the Assumed Contracts and Leases shall be paid by Debtors.

16. The assumption and assignment of the Leases to HAC complies in full with Section 365(b) (1), (f) (1) and (f) (2) of the Bankruptcy Code, and is hereby approved. The assignment

of the Leases to HAC will not disrupt any tenant mix or balance in any shopping center affected by these assignments and the Court finds that all other provisions of Section 365(b) have been fully satisfied. Upon assignment of the Leases, pursuant to Section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be discharged from any further liability in respect of the Leases. The assumption of the Leases by HAC constitutes adequate assurances of future performance as required by Section 365 of the Bankruptcy Code. HAC shall not be responsible for any Claims arising in connection with any Lease prior to the assumption of the Lease. The Court previously entered its Order Granting Application for Entry of Order Establishing Deadlines and setting for Hearing Debtors' Cure Obligations Regarding Potential Assumption and Assignment of Certain Unexpired Non-Residential Real Property Leases and Fixing Cure Amounts Due (the "Lease Order"). To the extent that any lessor failed to give timely notice pursuant to the Lease Order of any claim contemplated thereby, such claim shall be barred, and all such lessors shall be estopped from asserting such claims against HAC. Joyce Associates, Jeffrey Sandelman and Susan Sandelman, Trustee, all of whom are affiliated with Kin Properties, Inc., timely contested the amount of their cures and the existence of defaults under their Leases. Nothing herein shall prejudice the rights of such persons. All issues regarding the existence of defaults and amounts of cure are expressly reserved by the parties and shall be subject to further order of the Court. Such issues shall be heard by the Court a hearing to be conducted on September 5, 2002, at 10:00 a.m.

17. The assumption and assignment of the Assumed Contracts to HAC complies in full with Section 365(b)(1), (f)(1) and (f)(2) of the Bankruptcy Code, and is hereby approved. Upon assignment of the Assumed Contracts, pursuant to Section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be discharged from any further liability in respect to the Assumed Contracts. The assumption of the Assumed Contracts constitutes adequate assurances of future performance as required by Section 365 of the Bankruptcy Code. HAC shall not be

responsible for any claims arising in connection with any Assumed Contract prior to the assumption of the Assumed Contract. With regards to any cure amounts due under the Assumed Contracts, the following procedures shall apply: (a) the Debtors shall serve a notice of cure on all parties to the Assumed Contracts setting forth the amounts, if any, the Debtors contend are due on the Assumed Contracts on or before September 3, 2002; (b) on or before September 18, 2002 at 4:30 p.m. Central Time, objections, if any, to the cure amounts shall be filed with the Court; (c) the Court shall resolve any objections at a hearing on Sept 26, 2002 at 9:30 a.m. Central Time; and (d) upon establishment of any cure amount, HAC may (i) elect to accept the Assumed Contract, in which case the Debtors shall pay the cure amount and such Assumed Contract will be assumed and assigned to HAC; or (ii) elect to decline the Assumed Contract, in which case the Assumed Contract shall be deemed rejected as of the date of this Order.

18. All claims, except claims for administrative expenses, have been filed with the Court prior to the December 28, 2001 bar date. Any claims filed after the bar date are disallowed by the terms of the bar date order entered by this Court. All applications for allowance of Administrative Claims, including Fee Claims of Professional Persons shall be filed no later than thirty (30) days after the Effective Date. The failure to file a final application on or before thirty (30) days after the Effective Date shall result in such claims being forever barred.

19. Any unexpired lease or executory contract which has not been assumed pursuant to Section 365 of the Bankruptcy Code by prior order of the Court or by this Order shall be and hereby is rejected as of the Effective Date.

20. Notwithstanding any distributions or actions taken by the Debtors subsequent to the entry of this Order, the Effective Date shall not occur, and the Plan shall not be deemed to have been substantially consummated, until the transactions contemplated by the Asset

Purchase Agreement have been consummated and the other conditions precedent to the effectiveness of the Plan have been satisfied.

21. All objections to the Plan have been withdrawn, and to the extent not withdrawn, the objections are overruled.

22. The terms and provisions of this Order shall be binding in all respect upon Debtors, their employees, officers, directors, shareholders, affiliates, estates and creditors, any non-debtor parties to the Assumed Contracts and Leases, any affected third parties and other parties-in-interest, any persons asserting a Claim against or interest in Debtors' estates or to any of the Assets sold, conveyed and assigned pursuant to this Order, the Plan or Asset Purchase Agreement, HAC, AWG and all of the aforementioned parties' successors or assigns, irrespective of any action commenced that contests the Plan, Asset Purchase Agreement, or the sale, conveyance and assignments of the Assets.

23. Pursuant to 11 U.S.C. § 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal will not affect the validity of the transfer of the Assets to HAC or the assignment of the Assumed Contracts and Leases as well as the transactions contemplated and/or authorized by the Plan, Asset Purchase Agreement and/or this Order, unless the same are stayed pending appeal prior to the Effective Date.

24. All findings of fact in paragraphs A through CC may include mixed findings of fact and conclusions of law and shall be incorporated as a conclusion of law. Debtors shall take any and all actions necessary to effectuate the transactions contemplated by this Order, the Plan or the Asset Purchase Agreement without regard to whether such action is labeled as a finding of fact or conclusion of law herein.

25. The specific factual findings made by the Court at the time of the confirmation hearing shall be supplemented to this Order in the event of an appeal.

IT IS SO ORDERED.

Dated: _____



United States Bankruptcy Judge

*Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc.
and Homeland Holding Corporation*

Order submitted by:

BLACKWELL SANDERS PEPER MARTIN LLC

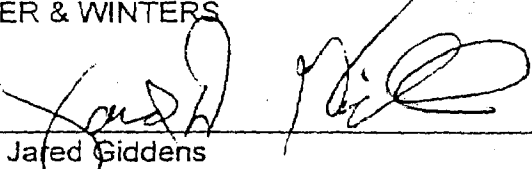
Benjamin F. Mann, MO# _____
2300 Main Street, Suite 1000
Kansas City, MO 64108
(816) 983-8126
Fax: (816) 561-1091

HUSCH & EPPENBERGER, LLC

Charles Christian Kirley, MO# 26556
Scott H. Welman, MO#38191
Mark T. Benedict, KS#16418
1200 Main Street, Suite 1700
Kansas City, MO 64105
(816) 421-4800
Fax: (816) 421-0596

CONNER & WINTERS

By



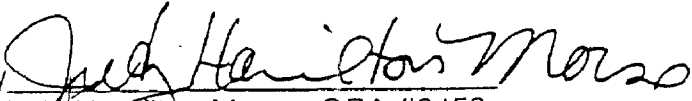
Jared Giddens
211 N. Robinson, Suite 1700
Oklahoma City, OK 73102
(405) 272-5211
Fax: (405) 232-2695

ATTORNEYS FOR ASSOCIATED WHOLESALE GROCERS, INC.

*Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc.
and Homeland Holding Corporation*

AND

CROWE & DUNLEVY, P.C.

By 

Judy Hamilton Morse, OBA #6450

Roger A. Stong, OBA #11710

1800 Mid-America Tower

20 North Broadway

Oklahoma City, OK 73102


(405) 235-7759

Fax: (405) 272-5242

ATTORNEYS FOR HOMELAND STORES, INC. and HOMELAND HOLDING
CORPORATION

AND

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

By 

David F. Staber

1700 Pacific Avenue, Suite 4100

Dallas, TX 75201-4675

(214) 969-2800

Fax: (214) 969-4343

ATTORNEYS FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS

*Order Confirming Joint Plan of Reorganization of Homeland Stores, Inc.
and Homeland Holding Corporation*

EXHIBIT A

EXHIBIT A

ACCEPT/REJECT VOTE SUMMARY

Homeland Stores, Inc./Homeland Holding Corporation

Plan Class	Plan Class Description	Cred. Accept		Percent		Cred. Reject		Percent		Accept Amt		Reject Amt		Percent Amt	
C0003	Secured Claims of AWG	1	100.00	0	0.00	0	0.00	\$31,500,620.00	100.00	\$0.00	0.00	\$0.00	0.00		
C0004	Miscellaneous Secured Claims	8	100.00	0	0.00	0	0.00	\$981,346.00	100.00	\$0.00	0.00	\$0.00	0.00		
C0005	Convenience Class Unsecured Claims	48	97.96	1	2.04	1	2.04	\$11,066.00	95.36	\$2,000.00	4.64	\$2,000.00	4.64		
C0006	10% Senior Subordinated Note Holders	69	61.06	44	38.94	44	38.94	\$11,856,000.00	89.87	\$1,337,000.00	10.13	\$1,337,000.00	10.13		
C0007	General Unsecured Claims Against CO*	64	73.56	23	26.44	23	26.44	\$8,552,931.00	85.78	\$1,417,751.00	14.22	\$1,417,751.00	14.22		
H00H3	Secured Claims of AWG	1	100.00	0	0.00	0	0.00	\$31,500,620.00	100.00	\$0.00	0.00	\$0.00	0.00		
Subtotal										\$84,432,583.00		\$2,756,751.00			

* Amount does not include one ballot in the amount of \$189,104.00 which failed to indicate an acceptance or rejection of the Plan.

APPLICATION OF IN RE: RUTI-SWEETWATER

<u>Plan Class</u>	<u>Plan Class Description</u>	<u>Cred. Accept</u>	<u>Percent Accept</u>	<u>Cred. Reject</u>	<u>Percent Reject</u>	<u>Accept Amt</u>	<u>Percent Amt Accepting</u>	<u>Reject Amt</u>	<u>Percent Amt Rejecting</u>
NV0C4	No Vote Miscellaneous Secured Claims	24	100.00	0	0.00	\$78,224,132.00	100.00	\$0.00	0.00
NV006	10% Senior Subordinated Note Holders Not Voted	43	100.00	0	0.00	\$45,476,000.00	100.00	\$0.00	0.00
NV007	No Vote General Uns Against Company	452	100.00	0	0.00	\$148,619,659.00	100.00	\$0.00	0.00
	Subtotal					\$272,319,791.00		\$0.00	
	Grand Total					\$356,752,374.00		\$2,756,751.00	

LEASES TO BE ASSUMED AND ASSIGNED

Store No.	City, County, State	Landlord(s) and Addresses	Cure Amount	Non-Monetary Defaults
101	1100 W. Main Norman, OK (Cleveland County)	Sterr's Foods, Inc. 1320 Brookside Dr. Norman, OK 73072	\$0.00	None
125	3828 W. Owen K. Garriott Enid, OK (Garfield County)	U.S. Beef Corp. Attn: Joan Wood 4923 E. 49 th Street Tulsa, OK 74135	\$0.00	None
127	759 Grand Avenue Chickasha, OK (Grady County)	Grandview Ltd. c/o Curl Pojezny 5900 Mosteller Drive Ste. 1700 Oklahoma City, OK 73112	\$0.00	None
141	1402 N. Main St. Guymon, OK (Texas County)	A&D Properties, L.L.C. 1406 N. Main Street P.O. Box 1185 Guymon, OK 73942	\$0.00	None
146	1701 N. Milt Phillips Seminole, OK (Seminole County)	Broadland Properties Attn: Don Broadland 3535 E. 66 th Street Tulsa, OK 74136	\$0.00	None
148	1212 Choctaw Clinton, OK (Custer County)	Susan D Sandelman, Trustee of Jason Trust c/o KIN Properties, Inc. 185 Spanish River Blvd. Box 500 Boca Raton, Fl 33431-4230 Tenant #10000-7070	\$0.00	None
153	1108 N.W. 18th Oklahoma City, OK (Oklahoma County)	Warren Bradley, Trustee of Cushman Family Trust Warren Bradley F/A/O Cushman Family Trust c/o Chase Manhattan Bank 726 Madison Ave. New York, NY 10021 Acct. # 010-1-141976	\$0.00	None
154	2016 N.W. 39th St. Oklahoma City, OK (Oklahoma County)	JoAnn Savage c/o H. Max Hedges P.O. Box 1010 Bethany, OK 73008	\$0.00	None
161	510 N. Commerce Ardmore, OK (Carter County)	Joyce Associates and Jeffrey Sandleman c/o KIN Properties, Inc. 185 Spanish River Rd. Box 500 Boca Raton, Fl 33431-4230 Tenant #100007098	\$0.00	None
163	4308 S.E. 44th Oklahoma City, OK (Oklahoma County)	The Beneson Capital Company Attn: Charles Beneson 708 Third Ave., 28 th Fl. New York, NY 10017	\$0.00	None

¹ The Leases referred to on this Exhibit are more fully described on Schedule 5.8(b)(ii) of the Asset Purchase Agreement, which full descriptions (other than Store No. 196) are incorporated herein by this reference.

170	412 W. Third Elk City, OK (Beckham County)	Center Corporation c/o Helmerich & Payne, Inc. 1579 E. 21 st Street Tulsa, OK 74114	\$0.00	None
178	505 S. Chickasaw Pauls Valley, OK (Garvin County)	Robert L. Higgins and Ralph A. Lergon as Trustee of Board of Trustees of National Electric Contractors Association Pension Benefit Trust National Realty Development 6 North Washington St. Easton, MD 21601-0825	\$0.00	None
181	12508 N. May Ave. Oklahoma City, OK (Oklahoma County)	Boniuk Interest, Ltd. 111 Herman Dr. #29E Houston, TX 77004	\$0.00	None
182	1401 Beech Ave. Duncan, OK (Stephens County)	Safeway Stores, Inc. c/o Property Development Assoc. Attn: Real Estate Law Facility No. 98-5217-01-01 5918 Stoneridge Mall Rd. Pleasanton, CA 94588-3229	\$0.00	None
195	4301 S. May Ave. Oklahoma City, OK (Oklahoma County)	Billy E. Rowland, Patsy Ann Rowland, Gene Austin Rowland and Evelyn B. Rowland 3109 S.W. 44 th Street Oklahoma City, OK 73109	\$0.00	None
197	11241 W. Feno Oklahoma City (Yukon), OK (Canadian County)	Food Lion, Inc. Attn: Real Estate Dept. P.O. Box 1330 Salisbury, N.C. 28145-1330	\$0.00	None
200	1724 W. Lindsey Rd. Norman, OK (Cleveland County)	Lynn D. Foreman; Dee Anne Barbour Heaton; Norma Margaret Barbour; Victor C. Fouster, Jr.; Cathy Fouster; Jimmie Lois, Fouster; Marie A. Kirk; Joe Haskell Arlen Trustee, Lynn Donald Foreman and Edwina Case Foreman as Co-trustees of the E.F. Foreman Irrevocable QTIP Trust dated December 8, 1987; Dorothy Dee Barbour as Co-trustee of the Dorothy Dee Barbour Revocable Trust; Executive Producers Limited Partnership; AJ LTD, Martha Ann McMakin; Mary Lou Peltier; Sally Sue Kirk; Clydette Hastings Hollywood Shopping Center Attn: Lynn D. Foreman 125 E. Gray Norman, OK 73096	\$0.00	None

204	115 E. Highway 152 Mustang, OK (Canadian County)	Safeway, Inc. c/o Property Development Associates Attn: General Counsel 5918 Stoneridge Mall Rd. Pleasanton, CA 94588-3229	\$0.00	None
457	3948 S. Peoria Tulsa, OK (Tulsa County)	Safeway, Inc. Safeway, Inc. c/o Property Development Assocs. 5918 Stoneridge Mall Rd. Pleasanton, CA 94588-3229	\$0.00	None
515	915 S. Madison Bartlesville, OK (Washington County)	Farha Realty Trust c/o William E. Farha, Jr. Co-trustee P.O. Box 1080 Bristow, OK 74010	\$0.00	None
567	3139 S. Harvard Tulsa, OK (Tulsa County)	Safeway, Inc. c/o Property Development Assoc. Attn: Real Estate Law 5918 Stoneridge Mall Rd. Pleasanton, CA 94588-3229 Facility No. 98-5607-01-01	\$0.00	None
573	19302 E. Admiral Blvd. Tulsa, OK (Wagoner County)	Safeway, Inc. Safeway, Inc. c/o Property Development Assoc. Attn: Real Estate Law 5918 Stoneridge Mall Rd. Pleasanton, CA 94588-3229 Facility No. 98-5608-01-01	\$0.00	None
778	4001 S. 97 Highway Sand Springs, OK (Tulsa County)	Four Stones Limited Partnership c/o Three Arrows Co. Attn: Morris Karp 600 Mamaronek Ave. Suite 302 Harrison, NY 10528	\$0.00	None
850	316 E. Main Pawhuska, OK (Osage County)	Associated Wholesale Grocers Attn: General Counsel 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
851	702 Fir Street Perry, OK (Noble County)	Associated Wholesale Grocers 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
852	305 S. Broadway Cleveland, OK (Pawnee County)	Associated Wholesale Grocers Attn: General Counsel 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
853	1629 S. Main Jay, OK (Delaware County)	Associated Wholesale Grocers Attn: General Counsel 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
854	310 S. Main Blackwell, OK (Kay County)	Associated Wholesale Grocers Attn: General Counsel 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None

855	108 S. Division Okemah, OK (Okfuskee County)	Associated Wholesale Grocers 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
856	813 E. Cherokee Nowata, OK (Nowata County)	Associated Wholesale Grocers 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
857	102 Haskell Blvd. Haskell, OK (Muskogee County)	Associated Wholesale Grocers 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
880	3115 W. Okmulgee St. Muskogee, OK (Muskogee County)	Associated Wholesale Grocers Attn: General Counsel 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None
881	1300 S. York Muskogee, OK (Muskogee County)	Johnson Enterprises Holding Co. 1310 S. York St. Olmskogee, OK 74403	\$0.00	None
886	24 S.E. 33rd Street Edmond, OK (Oklahoma County)	Associated Wholesale Grocers 5000 Kansas Ave. Kansas City, KS 66106	\$0.00	None

EXHIBIT B-2 to Order

ASSUMED CONTRACTS

	Contract Name	Name and Address of Party to Contract	Description
1.	Site License Agreement for PRICEMAN for Windows between A.C. Nielson Company and Homeland Supermarkets dated May 7, 1999.	A.C. Nielson Company 150 N. Martingale Rd. Schaumburg, IL 60173	Software license agreement
2.	Retail Cooperation Agreement between A.C. Nielsen Company and Homeland Stores, Inc. dated January 1, 2002.	A.C. Nielson Company 150 N. Martingale Rd. Schaumburg, IL 60173	
3.	AT&T Contract MCN No. 092460 between AT&T Communications and Homeland Stores, Inc.	AT&T 5501 LBJ Freeway Suite 500E Dallas, TX 75240	AT&T Uniplan Service
4.	Agreement between Data Capture Solutions and Homeland Stores, Inc. dated September 15, 1997 .	Data Capture Solutions 60 Merrow Road P.O. Box 694 Tolland, CT 06084	Telxon Service Contract
5.	Licensing Agreement for Grocers Support Systems AS/400 Application Software between Data Processing Solutions, Inc. and Homeland Stores, Inc. dated October 18, 1995.	Data Processing Solutions, Inc. 9180 Rumsey Road, Suite D-4 Columbia, Maryland 21045	Licensing agreement
6.	Label Stock Agreement between Electronic Label Technology, Inc. and Homeland Stores, Inc. dated October 1, 2001.	Electronic Label Technology, Inc. 708 West Kenosha Street Broken Arrow, Oklahoma 74012	Purchase agreement for label stock
7.	Galaxy Technologies Timestar software maintenance agreement.	Galaxy Technologies	Software maintenance agreement
8.	Galaxy Technologies Abra software maintenance agreement	Galaxy Technologies	Software maintenance agreement
9.	Lease between GLP Communications Inc. and Homeland Stores, Inc. dated December 29, 2000.	GLP Communications, Inc. 7721 NW 10 th Suite E Oklahoma City, OK 73127	Direct Broadcast Satellite Music System
10.	Software License Agreement between HeurisTec Corporation and Homeland Stores, Inc. dated December 7, 1998.	HeurisTec Corporation 1965 57 th Court North Suite 202 Boulder, CO 80301	Software license agreement
11.	Customer Agreement for IBM Support Center AS/400 Services (Agreement No. NP9911187)	IBM 1001 Winstead Drive Cary, NC 27513	Support center services agreement.
12.	Qscan Agreement between Information Resources, Inc. and Homeland Stores, Inc. January 1, 1998.	Information Resources, Inc. 150 North Clinton Street Chicago, Illinois 60661 ATTN: Executive Vice President, Trade Services	Scanning services

	Contract Name	Name and Address of Party to Contract	Description
13.	IP Communications Service Agreement between IP Communications Corporation and Homeland Stores, Inc. dated December 17, 2001.	IP Communications Corporation 17300 Preston Road Suite 300 Dallas, Texas 75252	Service agreement
14.	Kincaid Technologies EPS Software Agreement.		Software license
15.	ScaleVision Software Agreement between Mettler-Toledo, Inc and Homeland dated August 27, 1998.	Mettler-Toledo, Inc. 1900 Polaris Parkway Columbus, OH 43240	Software maintenance agreement
16.	Software Support Agreement between Nelson Data Resources and Homeland Stores, Inc. dated January 1, 2002.	Nelson Data Resources 2707 North 108 th Street Emerald Pointe Omaha, NE 68184	Software maintenance agreement
17.	Software License Agreement for NDR Software	Nelson Data Resources 2707 North 108 th Street Emerald Pointe Omaha, NE 68184	Software license
18.	NHIN Drug File Maintenance Agreement.		
19.	License Agreement between PDX, Inc. and Homeland Stores, Inc. dated 1989.	PDX, Inc. 300 N. Crockett Suite 100 Granbury, TX 76048	Software license agreement
20.	LDDS WorldCom Program Agreement between RETEX Cooperative, Inc. and Homeland dated September, 1985.	RETEX Cooperative, Inc. 350 Fifth Avenue Suite 1514 New York, NY 10118	Cooperative WorldCom agreement
21.	MarketEXPERT Software License Agreement between RMS, Inc. and Homeland Stores, Inc. dated July 2, 1996	RMS, Inc. P.O. Box 4231 Stamford, CT 06907	Software license
22.	Support Service Agreement between Systech Retail Systems, Inc. and Homeland Stores, Inc. dated August 1, 1996.	Systech Retail Systems, Inc. 2044 North Highway 360 Grand Prairie, TX 75050	Support services agreement
23.	Softtechnics Chaintrack Software Maintenance Agreement.		
24.	Software Maintenance Renewal Agreement between TREEV, Inc. and Homeland Stores, Inc. dated February 1, 1999.	TREEV, Inc. Riverview Office Tower Suite 125 8009 34 th Ave. S. Bloomington, MN 55425	Software maintenance agreement
25.	All-American Waste Control Customer Service Agreement Nos: 30725, 30726, 30761, 30727, 30730, 30738, 30739 and 30740 dated December 1, 2000		Waste removal
26.	Cintas Standard Uniform Rental Agreement dated March 19, 1999	Cintas Location No. 64 Oklahoma City, Oklahoma	Uniform rental
27.	MediaOne Agreement dated April 19, 1996	Frontline Marketing/MediaOne 10 Corbin Avenue 3 rd Floor Darien, CT 06820	Front-end lane lights

	Contract Name	Name and Address of Party to Contract	Description
28.	Indian Electric Cooperative, Inc. Agreement for Purchase of Power dated April 23, 1999.	Indian Electric Cooperative, Inc. P.O. Box 49 Cleveland, Oklahoma 74020	Power purchase agreement.
29.	National Waste and Disposal Inc. Secondary Fiber Purchase Agreement dated April 12, 1996	National Waste and Disposal, Inc. P.O. Box 6522 Tulsa, Oklahoma 74156	Fiber purchase agreement
30.	XTRA Lease trailer lease, agreement # 32715162	XTRA Lease 4316 S.W. 34 th Street Oklahoma City, OK 73119	Storage trailer lease
31.	AB Dick Maintenance Agreement Model 2 + 2 S/N 2183	AB Dick Products Company of Oklahoma City 729 N. Virginia P.O. Box 60247 Oklahoma City, OK 73146	Maintenance agreement
32.	AB Dick Maintenance Agreement Model 9870/T51 S/N 319/892929	AB Dick Products Company of Oklahoma City 729 N. Virginia P.O. Box 60247 Oklahoma City, OK 73146	Maintenance agreement
33.	AB Dick Maintenance Agreement Model 174 S/N 2894	AB Dick Products Company of Oklahoma City 729 N. Virginia P.O. Box 60247 Oklahoma City, OK 73146	Maintenance agreement
34.	De Lage Landen Lease Agreement dated December 30, 1999	De Lage Landen Financial Services, Inc. 1055 Westlakes Drive Berwyn, PA 19312	Equipment lease
35.	De Lage Landen Lease Agreement dated June 30, 2000	De Lage Landen Financial Services, Inc. 1055 Westlakes Drive Berwyn, PA 19312	Equipment lease
36.	IKON Office Solutions Copier Maintenance Agreement dated June 29, 2000	IKON Office Solutions 280 Quadrum Dr. Oklahoma City, OK 73108	Maintenance agreement
37.	IKON Office Solutions Copier Maintenance Agreement dated August 30, 2000	IKON Office Solutions 280 Quadrum Dr. Oklahoma City, OK 73108	Maintenance agreement
38.	Xerox Maintenance Agreement - 4215DV Laser Printer, Serial # OHY-116102	Xerox Corporation 350 S. Northwest Hwy P.O. Box 8127 Park Ridge, IL 60068	Maintenance agreement
39.	Xerox Maintenance Agreement - 4219MICR Serial # 2HY-710546	Xerox Corporation 350 S. Northwest Hwy P.O. Box 8127 Park Ridge, IL 60068	Maintenance agreement

	Contract Name	Name and Address of Party to Contract	Description
40.	Agreement for American Express Card Acceptance/Supermarket dated February 19, 1999	American Express Travel Related Services Company, Inc. 1661 E. Camelback Phoenix, AZ 85016 Attn: SE Maintenance Unit	Credit card acceptance agreement
41.	Discover Card Merchant Services Agreement dated October 4, 1990	Discover Card Services, Inc. 2500 Lake Cook Road Riverwoods, IL 60015	Credit Card acceptance agreement
42.	Loomis, Fargo & Co. Armored Car Service Agreement dated September 8, 1999	Loomis, Fargo & Co. 1610 NE 4 th Street Oklahoma City, OK 73117	Armored car service agreement
43.	American Bank Note Company Stamp Consignment Agreement dated March 9, 2001	American Bank Note Company 711 Armstrong Lane Columbia, TN 38401	Postage consignment agreement
44.	Coinstar Installation Agreement dated August 14, 2000.	Coinstar, Inc. 1800 114 Ave. S.E. Bellevue, WA 98004	Coin counter installation
45.	International Data Coupon Processing Service Agreement dated September 18, 1995	International Data, LLC 6633 N. Mesa Suite 601 El Paso, TX 79912	Coupon processing.
46.	IOS Capital Master Agreement dated July 20, 2000	Ikon Office Solutions 280 Quadrum Drive Oklahoma City, Oklahoma 73108	Copier lease and maintenance agreement
47.	Bank Card Merchant Agreement dated October 28, 1999 with The Fifth Third Bank and its processing agent, Midwest Payment Systems, Inc., as amended	The Fifth Third Bank Midwest Payment Systems 38 Fountain Square Plaza Cincinnati, Ohio 45263	EBT processing agreement
48.	Professional Armored Car Service Agreement dated November 1, 1999 with Professional Armored Car Company of Muskogee	Professional Armored Car Company of Muskogee, Inc. 301 E. Okmulgee St. P.O. Box 1144 Muskogee, OK 74402	Armored car service agreement
49.	TRC Protection Services Agreement for Monitoring dated June 1, 1999	TRC Protection Services P.O. Box 30347 Oklahoma City, OK 73140	Alarm system monitoring agreement
50.	Bank of Oklahoma License Agreement dated November 4, 1996 (Store # 125)	Bank of Oklahoma Bank of Oklahoma Tower Tulsa, OK 74192	In-store bank license agreement
51.	License to Use Parking Lot Space dated April 30, 2002 with James Williams d/b/a C & J Sno Cone (Store # 154)	James Williams d/b/a C & J Sno Cone 911 NW Eubanks Oklahoma City, OK 73118	Parking lot space license
52.	Telecommunications Facilities Easement with CoxCom, Inc. dated December 29, 1998 (Store # 208)	CoxCom, Inc. d/b/a Cox Communications Oklahoma City, Inc. 210 Park Avenue, Suite 2640 Oklahoma City, OK 73102	Easement
53.	License to Use Parking Lot Space dated May, 2002 with Angela A. Rasmussen d/b/a Eskimo Snow (Store # 200)	Angela A. Rasmussen D/b/a Eskimo Snow 1000 East Alameda, Suite 110 Norman, OK 73071	Parking lot space license

	Contract Name	Name and Address of Party to Contract	Description
54.	First Fidelity Bank License Agreement dated July 10, 1998 (Store # 200)	First Fidelity Bank, N.A. 1400 S. Meridian Oklahoma City, OK 73108	In-store bank license agreement
55.	First Fidelity Bank License Agreement dated July 10, 1998 (Store # 208)	First Fidelity Bank, N.A. 1400 S. Meridian Oklahoma City, OK 73108	In-store bank license agreement
56.	First Fidelity Bank License Agreement dated November 14, 1997 (Store # 181)	First Fidelity Bank, N.A. 1400 S. Meridian Oklahoma City, OK 73108	In-store bank license agreement
57.	License Agreement dated December 29, 1994 with International Banking Technologies, Inc. (Store # 886)	International Banking Technologies 1770 Indian Trail Road Norcross, Georgia 30093	In-store bank license agreement
58.	License to Use Parking Lot Space dated May 6, 2002 with Thomas W. Howell (Store # 161)	Thomas W. Howell 3132 Cardinal Drive Ardmore, OK 73401	Parking lot space license
59.	License Agreement dated May 20, 2002 with Joe Terry c/b/a Ribs N More (Store # 170)	Joe Terry d/b/a Ribs N More 516 West Commercial Gotebo, OK 73041	License to use portion of parking lot and store
60.	License Agreement dated May 20, 2002 with Joe and Barbara Terry d/b/a Ribs N More (Store # 148)	Joe Terry d/b/a Ribs N More 516 West Commercial Gotebo, OK 73041	License to use portion of parking lot and store
61.	License Agreement dated May, 2002 with Joe Quinton and Sheryl Quinton d/b/a Smoky Joe Barbecue (Store # 856)	Joe and Sheryl Quinton d/b/a Smoky Joe Barbecue 706 South Ash Nowata, OK 74048	License to use portion of parking lot and store
62.	Three Party Agreement dated March 4, 1997 with Spring Creek Property LP and Sprint Spectrum LP	Spring Creek Property L.P. C/o CAN Enterprises, Inc. 1901 Avenue of the Stars, Suite 1600 Los Angeles, CA 90067 Sprint Spectrum L.P. Director of Engineering and Operations 515 Central Park Drive, Suite 408 Oklahoma City, Oklahoma 73105	Lease for PCS site
63.	License to Use Parking Lot Space dated April 5, 2002 with American Promotional Events d/b/a TNT Fireworks (Store # 141)	American Promotional Events D/b/a TNT Fireworks Attn: Lonnie J. Basse 5401 West Skelly Drive Tulsa, OK 74107	License to use portion of parking lot
64.	License to Use Parking Lot Space dated January 30, 2002 with American Promotional Events d/b/a TNT Fireworks (Store # 880)	American Promotional Events D/b/a TNT Fireworks Attn: Lonnie J. Basse 5401 West Skelly Drive Tulsa, OK 74107	License to use portion of parking lot
65.	Lease Agreement dated June 6, 1996 with Pure Water Operating, Inc. d/b/a Watermill Express and Spring Creek Property, L.P. (Store # 181)	Pure Water Operating, Inc. C/o H. Glenn Sanders, Jr. 301 N.W. 112 th Street Oklahoma City, OK 73162 Spring Creek Property, L.P. Attn: CNA Enterprises, Inc. 1901 Avenue of the Stars Suite #1600 Los Angeles, CA 90067	Lease for portion of parking lot

	Contract Name	Name and Address of Party to Contract	Description
66.	Lease Agreement with Option to Purchase dated March 1, 1990 with Arkansas-Oklahoma Medical Services, Inc.	Arkansas-Oklahoma Medical Services, Inc. 201-A West Emma Street Springdale, AR 72764	Lease/maintenance of "Vita-Stat" blood pressure machines
67.	Rx Automation Agreement dated December 1, 2000	Rx Automation 102 Park of Commerce Blvd. Delray Beach, FL 33445	Agreement to provide products and services to pharmacies
68.	ADVO Advertising Contract NO. P10193 dated May 1, 2002	ADVO, Inc.	Advertising agreement
69.	Bartlesville Examiner Preprint Contract dated August 28, 2001	Bartlesville Examiner 4125 SE Nowata Road Bartlesville OK 74006	Advertising agreement
70.	Catalina Marketing Checkout Coupon Agreement dated January 31, 2001	Catalina Marketing Corporation	Checkout coupon agreement
71.	Enid News and Eagle Pre-Print Agreement dated January 1, 2002	Enid News & Eagle PO BOX 1192 Enid, OK 73702	Advertising agreement
72.	Floor Graphic Advertising Agreement dated July 10, 2000	Floorgraphics, Inc.	Advertising agreement
73.	Insignia Systems, Inc Retailer Agreement dated December 30, 1999	Insignia Systems, Inc.	Advertising agreement
74.	Muskogee Daily Phoenix Advertising Agreement dated February 1, 2001	Muskogee Daily Phoenix 214 Wall St., Muskogee, OK 74401	Advertising agreement
75.	News America Marketing SmartSource Ad Stick Program	News America Marketing In-Store Services, Inc.	Advertising agreement
76.	Display Agreement dated September 15, 2000 with Market Media Display	Market Media Display 30051 Comercio Rancho Santa Margarita, CA 92688	Display agreement
77.	The Ardmore Daily Ardmoreite Advertising Agreement dated January 1, 2002	The Daily Ardmoreite 117 West Broadway Ardmore, OK 73401	Advertising agreement
78.	The Lawton Constitution Display Agreement dated February 1, 2002	The Lawton Constitution Lawton, Oklahoma 73502	Display agreement
79.	The Oklahoma Publishing Co. Advertising Agreement - Preprinted Inserts dated March 1, 2002	The Oklahoma Publishing Co. Box 25125 Oklahoma City OK 73125	Advertising agreement
80.	The Oklahoma Publishing Co. Advertising Agreement - Local Retail Rates dated February 11, 2002	The Oklahoma Publishing Co. Box 25125 Oklahoma City OK 73125	Advertising agreement
81.	The Shawnee News-Star 2002 Local Advertising Agreement dated January 1, 2002	The Shawnee News-Star	Advertising agreement
82.	Tickets.com Retail Ticket Outlet Operator Agreement dated March 23, 2001	Tickets.com, Inc.	Computerized ticket sales

	Contract Name	Name and Address of Party to Contract	Description
83.	RX NET, INC. General Pharmacy Participation Agreement between Homeland Stores, Inc. and Rx Net, Inc. dated November 3, 1995, as may be amended, modified or supplemented.	RX NET, INC. 197 Wellington Drive Bloomington, IL 60108-3012	Third Party Payor Pharmacy Agreement
84.	Provider Pharmacy Agreement between Homeland Stores, Inc. and RESTAT dated August 19, 1997, as may be amended, modified or supplemented.	RESTAT Post Office Box 758 West Bend, WI 53095-0758	Third Party Payor Pharmacy Agreement
85.	RxCONNECTIONS, Inc.: Network Provider Agreement between Rx Connections, Inc. and Homeland Pharmacy dated December 16, 1996, as may be amended, modified or supplemented	RxCONNECTIONS, Inc. 1925 Enterprise Parkway Twinsburg, Ohio 44087	Third Party Payor Pharmacy Agreement
86.	RxAmerica Pharmacy Benefit Management Pharmacy Network Agreement between Rx America L.L.C. and Homeland Stores, Inc. dated January 23, 1996, as may be amended, modified or supplemented	RxAmerica L.L.C. 369 Billy Mitchell Rd. Salt Lake City, UT 84116	Third Party Payor Pharmacy Agreement
87.	Provider Pharmacy Agreement between Serv-U Prescriptions Services and Homeland Stores, Inc. dated June 2, 2000, as may be amended, modified or supplemented	Serv-U Prescription Services, Inc. 9051 W. Heather Ave. Milwaukee, WI 53224	Third Party Payor Pharmacy Agreement
88.	Texas Medicaid Vendor Drug Program Pharmacy Agreement for Pharmacies Located Outside of Texas between Homeland Pharmacy #163 and the Texas Health and Human Services Commission dated June 13, 2002, as may be amended, modified or supplemented.	Texas Health and Human Services Commission Texas Dept. of Health 1109 W. 49 th St. Austin, TX 78756	Third Party Payor Pharmacy Agreement
89.	Claims Purchase Agreement between Third Party Solutions, Inc and Homeland Pharmacy dated May 2, 2001, as may be amended, modified or supplemented.	Third Party Solutions, Inc. P.O. Box 17124 Memphis, TN 38187	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
90.	Pharmacy Service Agreement between Homeland Pharmacy #148 and Trinity Hospice, L.L.C. dated April 19, 2001, as may be amended, modified or supplemented.	Trinity Hospice, L.L.C. 222 W. 3 rd Street Elk City, OK 73644-5207	Third Party Payor Pharmacy Agreement
91.	Trinity Hospice L.L.C. Pharmacy Service Agreement between Elk City Homeland Pharmacy #147 and Trinity Hospice L.L.C. dated March 29, 2000, as may be amended, modified or supplemented.	Trinity Hospice, L.L.C. 222 W. 3 rd Street Elk City, OK 73644-5207	Third Party Payor Pharmacy Agreement
92.	Tmseys® Participating Pharmacy Agreement between Tinseys®, Inc. and Homeland Stores, Inc. dated December 20, 1996, as may be amended, modified or supplemented.	Tmseys®, Inc. 5455 W. Waters, Suite 208 Tampa, FL 33634	Third Party Payor Pharmacy Agreement
93.	Professional Services Contract between Homeland Stores, Inc. and Texas Tech University Health Sciences Center School of Pharmacy dated in January and February of 1996, as may be amended, modified or supplemented.	Texas Tech University Health Sciences Center School of Pharmacy P.O. Box 51920 Amarillo, TX 79159-1920 Or Texas Tech University Health Sciences Center Contracting Office 3601 4 th St., Suite 2C174 Lubbock, TX 79430	Third Party Payor Pharmacy Agreement
94.	Trinity Hospice Corporation Pharmacy Service Agreement between Elk City Homeland Pharmacy #170 and Trinity Hospice Corporation dated March 29, 1999, as may be amended, modified or supplemented.	Trinity Hospice Corporation	Third Party Payor Pharmacy Agreement
95.	Argus Health Systems/Wausau Pharmacy Network Independent Agreement between Argus Health Systems and Homeland Stores, Inc. dated February 9, 2001, as may be amended, modified or supplemented.	Argus Health Systems, Inc. 1300 Washington St. Kansas City, MO 64105	Third Party Payor Pharmacy Agreement
96.	Argus Health Systems, Inc. Participating Agreement for Pharmacy Chain between Homeland Stores, Inc. and Argus Health Systems, Inc. dated January 23, 2001, as may be amended, modified or supplemented.	Argus Health Systems, Inc. 1300 Washington St. Kansas City, MO 64105	Third Party Payor Pharmacy Agreement
97.	Participating Pharmacy Agreement between Homeland and Professional Claim Services, Inc. dated August 26, 1996, as may be amended, modified or supplemented.	Professional Claim Services, Inc. P.O. Box 9081 Oxnard, CA 93031	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
98.	Contract Agreement between Supportive Living Center and Homeland Pharmacy #170 dated April 1, 1996, as may be amended, modified or supplemented.	Supportive Living Center 606 E. Hwy 66 Elk City, OK 73644	Third Party Payor Pharmacy Agreement
99.	Pharmacy Participation Agreement between Homeland Stores, Inc. and USI Prescription Benefits Management Company, d.b.a York HealthNet dated August, 2000, as may be amended, modified or supplemented.	USI Prescription Benefits Management Company, d.b.a York HealthNet 675 Foxon Rd., Suite 204 East Haven, CT 06513	Third Party Payor Pharmacy Agreement
100.	Integrated Pharmaceutical Services Participating Pharmacy Agreement between Homeland Stores, Inc. and Integrated Pharmaceutical Services dated January 29, 1996, as may be amended, modified or supplemented.	Integrated Pharmaceutical Services 3400 Data Drive Rancho Cordova, CA 95670	Third Party Payor Pharmacy Agreement
101.	Integrated Pharmaceutical Services Participating Pharmacy Agreement between Homeland Stores, Inc. and Integrated Pharmaceutical Services dated August 5, 1997, as may be amended, modified or supplemented.	Integrated Pharmaceutical Services 3400 Data Drive Rancho Cordova, CA 95670	Third Party Payor Pharmacy Agreement
102.	International Pharmacy Management Provider Agreement between International Pharmacy Management, Inc. and Homeland Stores, Inc. dated May 27, 1997, as may be amended, modified or supplemented.	International Pharmacy Management, Inc. 110 12 th St. North Birmingham, AL 35203	Third Party Payor Pharmacy Agreement
103.	Network Provider Agreement between John Deere Health Care, Inc. and Homeland Stores, Inc. dated September 19, 1997, as may be amended, modified or supplemented.	John Deere Health Care, Inc. 1300 River Drive, Ste. 200 Moline, IL 61265-1368	Third Party Payor Pharmacy Agreement
104.	IPS Network, Inc. - Provider Agreement by and between IPS Network, Inc. and Homeland Stores, Inc. dated October 23, 1996, as may be amended, modified or supplemented.	IPS Network, Inc. 5540 Wallings Rd. P.O. Box 33400 North Royalton, OH 44133	Third Party Payor Pharmacy Agreement
105.	Pharmacy Participation Agreement between Homeland Stores, Inc. and MIM Health Plans, Inc. dated July 3, 2002, as may be amended, modified or supplemented.	MIM Health Plans, Inc. 33 N. Road P.O. Box 3704 Wakefield, RI 02879	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
106.	Prescription Drug Agreement between Homeland Stores, Inc. and Medical Matrix, Inc. dated August 6, 1997, as may be amended, modified or supplemented.	Medical Matrix, Inc. 6300 Ridglen Place, Ste. 703 Fort Worth, TX 76116	Third Party Payor Pharmacy Agreement
107.	Prescription Drug Agreement between Homeland Pharmacy #161 and Medical Matrix, Inc. dated November 27, 1996, as may be amended, modified or supplemented.	Medical Matrix, Inc. 6300 Ridglen Place, Ste. 703 Fort Worth, TX 76116	Third Party Payor Pharmacy Agreement
108.	MedCare Pharmacy Network Agreement (Health Choice, LLC/Methodist Alliance Hospice) between Homeland Stores, Inc. and MedImpact Healthcare Systems, Inc. dated March 8, 2001 as may be amended, modified or supplemented.	MedImpact Healthcare Systems, Inc. 10680 Treena St., Ste. 500 San Diego, CA 92131-2447	Third Party Payor Pharmacy Agreement
109.	Pharmacy Services Agreement between MedTrak Services and Homeland Stores, Inc. dated December 28, 2000, as may be amended, modified or supplemented.	MedTrak Services, LLC 6400 Glenwood, Ste. 104 Overland Park, KS 66202	Third Party Payor Pharmacy Agreement
110.	MedCare Pharmacy Network Agreement between Homeland Stores, Inc. and MedImpact Pharmaceutical Management, Inc. dated November 14, 1995, as may be amended, modified or supplemented.	MedImpact Pharmaceutical Management, Inc. 10660 Scripps Ranch Blvd. Suite. 100 San Diego, CA 92131	Third Party Payor Pharmacy Agreement
111.	Managed Pharmacy Benefits, Inc. Participating Pharmacy Agreement between Homeland Stores, Inc. and Managed Pharmacy Benefits, Inc. dated May 27, 1999, as may be amended, modified or supplemented.	Managed Pharmacy Benefits, Inc. 1100 N. Lindbergh Blvd. St. Louis, MO 63132	Third Party Payor Pharmacy Agreement
112.	Mor-Val HealthCare SoonerCare Pharmacy Network Agreement between Mor-Val Health Care and Homeland Stores, Inc. dated June 13, 2000, as may be amended, modified or supplemented.	Mor-Val Health Care 1437 S. Boulder Suite 1100 Tulsa, OK 74119	Third Party Payor Pharmacy Agreement
113.	Mor-Val HealthCare Pharmacy Network Agreement between Mor-Val HealthCare and Homeland Stores, Inc. dated October 22, 1999, as may be amended, modified or supplemented.	Mor-Val Health Care 1437 S. Boulder Suite 1100 Tulsa, OK 74119	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
114.	Managed Prescription Services Provider Agreement between Humana Insurance Company dba Managed Prescription Services and Homeland Stores, Inc. dated April 5, 1996, as may be amended, modified or supplemented.	Humana Insurance Company dba Managed Prescription Services One City Centre, Ste. 1100 515 N. 6 th St. St. Louis, MO 63101	Third Party Payor Pharmacy Agreement
115.	Network Services Agreement between PAID Prescriptions, Inc. PL Network and Homeland Stores, Inc. dated December 20, 1996, as may be amended, modified or supplemented.	PAID Prescriptions, Inc. PL Network 100 Summit Ave. Montvale, N.J. 07645	Third Party Payor Pharmacy Agreement
116.	MaxorPlus Provider Pharmacy Operating Agreement by Homeland Stores, Inc. and Maxor National Pharmacy Services Corporation dated May 1, 1996, as may be amended, modified or supplemented.	Maxor National Pharmacy Services Corporation 12 Medical Dr. Amarillo, TX 79106	Third Party Payor Pharmacy Agreement
117.	Participation in NPA Selectnet Pharmacy Network Agreement with Homeland Stores, Inc., as may be amended, modified or supplemented.	NPA	Third Party Payor Pharmacy Agreement
118.	The Open Pharmacy Network, Inc. Community Retail Pharmacy Provider Agreement between The Open Pharmacy Network, Inc. and Homeland Stores, Inc. dated November 16, 1995, as may be amended, modified or supplemented.	Open Pharmacy Network, Inc. 369 Billy Mitchell Rd. Salt Lake City, UT 84116	Third Party Payor Pharmacy Agreement
119.	Retail Pharmacy Network Participation Agreement by and Between Olsten Health Services and Homeland Stores, Inc. dated April 23, 1998, as may be amended, modified or supplemented.	Olsten Health Services 7345 Airport Freeway Fort Worth, TX 76118	Third Party Payor Pharmacy Agreement
120.	Pharmacare Preferred Pharmacy Network Agreement between Pharmacare Management Services, Inc. and Homeland Stores, Inc. dated July 3, 2002, as may be amended, modified or supplemented.	Pharmacare Management Services, Inc. 695 George Washington Highway Lincoln, RI 02865	Third Party Payor Pharmacy Agreement
121.	Pharmacy Providers of Oklahoma, Inc. Agreement for Network Provider of Pharmacy Services between PPOK and Homeland Stores, Inc. dated March 28, 1996, as may be amended, modified or supplemented.	Pharmacy Providers of Oklahoma, Inc. 45 Northeast 52 nd St. P.O. Box 18204 Oklahoma City, OK 73154	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
122.	Third Party Network Pharmacy Agreement between Homeland Stores, Inc. and Pharmacy Buying Assoc., Inc. dated May 27, 1997, as may be amended, modified or supplemented.	Pharmacy Buying Association, Inc. dba Pharmacy Business Associates 1575 N. Universal Ave., Ste. 100 P.O. Box 34343 Kansas City, MO 64120	Third Party Payor Pharmacy Agreement
123.	Letter of Intent/Letter of Agreement between The Prudential Insurance Company of America and Homeland Pharmacies dated July 1, 1997, as may be amended, modified or supplemented.	The Prudential Life Insurance Company of America Prudential HealthCare Pharmacy Services 2839 Paces Ferry Road, Ste. 490 Atlanta, GA 30339	Third Party Payor Pharmacy Agreement
124.	The PCS Retail Pharmacy Program Service Benefit Plan between Homeland Stores, Inc. and PCS, Inc. dated August 4, 1998, as may be amended, modified or supplemented.	PCS Health Systems, Inc. 9501 E. Shea Blvd., Scottsdale, AZ 85260	Third Party Payor Pharmacy Agreement
125.	PCS Health Systems, Inc. Provider Agreement with Homeland Stores, Inc. , as may be amended, modified or supplemented.	PCS Health Systems, Inc. 9501 E. Shea Blvd., Scottsdale, AZ 85260	Third Party Payor Pharmacy Agreement
126.	Pharmacy Network Agreement between Smith Premier Pharmacy Plan, Inc. and Homeland Stores, Inc. dated January 20, 1998, as may be amended, modified or supplemented.	Smith Premier Pharmacy Plan, Inc. 450 Wofford St. P.O. Box 5824 Spartanburg, SC 29301	Third Party Payor Pharmacy Agreement
127.	Network Services Agreement between PAID Prescriptions, Inc. PL Network and Homeland Stores, Inc. dated August 18, 1997, as may be amended, modified or supplemented.	PAID Prescriptions, Inc. PL Network 100 Summit Ave. Montvale, N.J. 07645	Third Party Payor Pharmacy Agreement
128.	Preferred Pharmacy Agreement between Pharma-Link, Inc. and Homeland Stores, Inc. , as may be amended, modified or supplemented.	PHARMA-LINK, INC. P.O. Box 9007 Overland Park, KS	Third Party Payor Pharmacy Agreement
129.	Prescription Drug Services Agreement between Homeland Stores, Inc. and Pacificare Pharmacy Centers, Inc. dated as of June, 1996, as may be amended, modified or supplemented.	Pacificare Pharmacy Centers, Inc. dba Prescription Solutions 10833 Valley View St. Cypress, CA 90630	Third Party Payor Pharmacy Agreement
130.	Participating Pharmacy Agreement between Prescription Services America, Inc. and Homeland Pharmacy dated November 17, 1995, as may be amended, modified or supplemented.	Prescription Services America, Inc.	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
131.	Pharmacy Service Corporation of New York participating Pharmacy Provider Agreement between Pharmacy Service Corporation of New York and Homeland Stores, Inc. dated July 30, 1998, as may be amended, modified or supplemented.	Pharmacy Service Corporation of New York 210 Great Oaks Blvd. Albany, NY 12203	Third Party Payor Pharmacy Agreement
132.	PBM Plus, Inc. Provider Pharmacy Pharmaceutical Care Network Agreement between PMB Plus, Inc. and Homeland Stores, Inc. dated August 24, 1998, as may be amended, modified or supplemented.	PBM PLUS, Inc. 903 Oregon St. Oshkosh, WI 54901	Third Party Payor Pharmacy Agreement
133.	Pharmacy Network Participation Agreement between ProCare PBM, Inc. and Homeland Stores, Inc. dated August 17, 1998, as may be amended, modified or supplemented.	ProCare PBM, Inc. 1475 Peachtree St. NE Suite 120 Atlanta, GA 30309	Third Party Payor Pharmacy Agreement
134.	Participating Pharmacy Agreement between ProVantage Prescription Benefit Management Services, Inc. and Homeland Stores, Inc. dated November 9, 1995, as may be amended, modified or supplemented.	ProVantage Prescription Benefit Management Services, Inc. P.O. Box 846 Brookfield, WI 53008-0846	Third Party Payor Pharmacy Agreement
135.	Participating Pharmacy Agreement between ProVantage Prescription Benefit Management Services, Inc. and Homeland Stores, Inc. dated January 4, 1996, as may be amended, modified or supplemented.	ProVantage Prescription Benefit Management Services, Inc. P.O. Box 846 Brookfield, WI 53008-0846	Third Party Payor Pharmacy Agreement
136.	American Health Care Pharmacy Participation Agreement for Workers' Compensation Services dated July 15, 2002 between Homeland Stores, Inc. and American Health Care, as may be amended, modified or supplemented.	American Health Care, Inc. 3001 Douglas Blvd., Ste. 320 Roseville, CA 95661	Third Party Payor Pharmacy Agreement
137.	Provider Agreement between AmeriScript, Inc. and Homeland Stores, Inc. dated July 30, 1998, as may be amended, modified or supplemented.	Ameriscript, Inc. 4301 Darrow Rd., Ste. 4200 P.O. Box 2410 Stow, OH 44224	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
138.	Participating Pharmacy Agreement between Anthem Prescription Management, Inc. and Homeland Stores, Inc. dated July 30, 1998, as may be amended, modified or supplemented.	Anthem Prescription Management, Inc. 8990 Duke Blvd. Mason, OH 45040	Third Party Payor Pharmacy Agreement
139.	Alliance Hospice Corporation Pharmacy Service Agreement between Homeland Pharmacy Store No. 146 and Alliance Hospice Corporation dated July 22, 1998, as may be amended, modified or supplemented.	Alliance Hospice Corporation	Third Party Payor Pharmacy Agreement
140.	APB America Participating Pharmacy Agreement between Homeland Stores, Inc. and APB America dated January 1, 1995, as may be amended, modified or supplemented.	APB America P.O. Box 27000 Jackson Hole, WY 83001	Third Party Payor Pharmacy Agreement
141.	Pharmaceutical Services Agreement between California Physicians' Service dba BlueShield of California and Homeland Stores, Inc. dated March 2, 2001, as may be amended, modified or supplemented.	California Physicians' Service dba BlueShield of California	Third Party Payor Pharmacy Agreement
142.	Southwest HMO, Inc. dba HMO Blue Texas Participating Pharmacy Agreement between Homeland Stores, Inc. and Southwest HMO, Inc. dba HMO Blue Texas dated April 23, 2001, as may be amended, modified or supplemented.	Southwest HMO, Inc. dba HMO Blue Texas P.O. Box 660201 Dallas, TX 75266-0201	Third Party Payor Pharmacy Agreement
143.	Participating Pharmacy Program Agreement between Homeland Stores, Inc. and Benescript Services, Inc. dated May 23, 1998, as may be amended, modified or supplemented.	Benescript Services, Inc. 3300 Holcomb Bridge Rd. Suite. 228 P.O. Box 921229 Norcross, GA 30092-7229	Third Party Payor Pharmacy Agreement
144.	Participating Pharmacy Agreement Regence Blue Cross Blue Shield of Utah between Regence Blue Cross Blue Shield of Utah and Homeland Stores, Inc. dated October 14, 1999 as may be amended, modified or supplemented.	Regence Blue Cross/Blue Shield of Utah Office of General Counsel 2890 E. Cottonwood Parkway Salt Lake City, UT 84130	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
145.	Blue Cross Blue Shield of the Rochester Area Participating Pharmacy Agreement between Finger Lakes Health Insurance Company, Inc. and Finger Lakes Medical Insurance Company, Inc., dba Blue Cross and Blue Shield of the Rochester Area and Homeland Stores, Inc. dated January 1, 1998, as may be amended, modified or supplemented.	Blue Cross Blue Shield of the Rochester Area Gateway Centre 150 E. Main St. Rochester, NY 14647	Third Party Payor Pharmacy Agreement
146.	West Texas Health Plans, L.C. dba HMO Blue, West Texas Participating Pharmacy Agreement between West Texas Health Plans, L.C. dba HMO Blue, West Texas and Homeland Stores, Inc. dated February 27, 1997 as may be amended, modified or supplemented.	West Texas Health Plans, L.C. dba HMO Blue, West Texas 5225 S. Loop 289, Ste. 207 Lubbock, TX 79424	Third Party Payor Pharmacy Agreement
147.	Blue Cross and Blue Shield of Alabama Participating Pharmacy Agreement between Blue Cross and Blue Shield of Alabama and Homeland Stores, Inc. dated August 1, 1992, as may be amended, modified or supplemented.	Blue Cross and Blue Shield of Alabama 450 Riverchase Parkway East Birmingham, AL 35298	Third Party Payor Pharmacy Agreement
148.	BlueLines HMO Contracting Pharmacy Agreement between Group Health Services of Oklahoma dba BlueLines HMO and Homeland Stores, Inc. dated August 14, 1995 as may be amended, modified or supplemented.	BlueLines HMO 1400 S. Boston Ave. Tulsa, OK 74119	Third Party Payor Pharmacy Agreement
149.	Catalyst RX PPO Pharmacy Network Agreement between Catalyst Rx, Inc. and Homeland Stores, Inc. (December 2000?), as may be amended, modified or supplemented.	Catalyst Rx 851 S. Rampart Blvd., Suite 110 Las Vegas, NV 89128	Third Party Payor Pharmacy Agreement
150.	Homeland Pharmacies' Agreement to Participate in and Provide for Caremark's Community Care HMO Network dated June 2, 1998.	Caremark, Inc. 2211 Sanders Rd. Northbrook, IL 60062	Third Party Payor Pharmacy Agreement
151.	Participating Pharmacy Agreement between Caremark, Inc. and Homeland Pharmacy dated February 11, 1997, as may be amended, modified or supplemented.	Caremark Inc. 2211 Sanders Rd. Northbrook, IL 60062	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
152.	Homeland Stores, Inc. Agreement to be a Provide for Caremark Care Select Network dated February 22, 1997, as may be amended, modified or supplemented.	Caremark Inc. 2211 Sanders Rd. Northbrook, IL 60062	Third Party Payor Pharmacy Agreement
153.	Choice Rx, Inc. Participating Provider Agreement between Choice Rx, Inc. and Homeland Stores, Inc. dated September 13, 1996 as may be amended, modified or supplemented.	Choice Rx, Inc. 6202 S. Lewis Suite K Tulsa, OK 74136	Third Party Payor Pharmacy Agreement
154.	CIGNA Health Care of Oklahoma Participating Pharmacy Agreement between CIGNA Health Care of Oklahoma and Homeland Pharmacy #125 dated July 23, 1996, as may be amended, modified or supplemented.	CIGNA HealthCare of Oklahoma, Inc. Pharmacy Network Management, A-136 900 Cottage Grove Rd. Hartford, CT 06152-1136	Third Party Payor Pharmacy Agreement
155.	Prescription Benefit Management Pharmacy Service Agreement between Homeland Stores, Inc. and Consultec, Inc. dated May 23, 1999, as may be amended modified or supplemented.	Consultec, Inc. 9040 Roswell Road Atlanta, GA 30350	Third Party Payor Pharmacy Agreement
156.	Pharmacy Participation Agreement between Homeland Stores, Inc. and United Health Care of Texas dated July 30, 1998, as may be amended, modified or supplemented.	United HealthCare of Texas, Inc. 1250 Capital of Texas Hwy. S. Suite 400 Austin, TX 78746	Third Party Payor Pharmacy Agreement
157.	Letter Agreement for Participation between Excellus Health Plan, Inc. and Homeland Stores, Inc. as may be amended, modified or supplemented.	Excellus Health Plan, Inc. Excellus Rx Division 165 Court St. Rochester, NY 74647	Third Party Payor Pharmacy Agreement
158.	Employee Health Insurance Management, Inc. Pharmacy Service Agreement between Homeland Stores, Inc. and Employee Health Insurance Management, Inc. dated May 24, 1999, as may be amended, modified or supplemented.	Employee Health Insurance Management, Inc. 24700 W. Twelve Mile Rd. Suite 101 Southfield, MI 48034	Third Party Payor Pharmacy Agreement
159.	Pharmacy Services Agreement between TDI Managed Care Services, Inc. dba Eckerd Health Services and Homeland Stores, Inc. dated December 5, 1997 as may be amended, modified or supplemented.	TDI Managed Care Services, Inc. dba Eckerd Health Services 620 Epsilon Dr. Pittsburgh, PA 15238	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
160.	Pharmacy Service Agreement between Eagle Managed Care and Homeland Stores, Inc. dated April 2, 1998 as may be amended, modified or supplemented.	Eagle Managed Care 30 Hunter Lane P.O. Box 546 Camp Hill, PA 17011-0546	Third Party Payor Pharmacy Agreement
161.	Retail Pharmacy License Agreement between Pharmacy-Card, Inc. and Homeland Stores, Inc. (undated) as may be amended, modified or supplemented.	Pharmacy-Card, Inc. P.O. Box 370 135 Chesterfield Lane Maumee, OH 43537-0370	Third Party Payor Pharmacy Agreement
162.	ESI Lederle Letter of Agreement dated June 16, 1997 between ESI Lederle and Homeland Stores, Inc., as may be amended, modified or supplemented.	ESI Lederle P.O. Box 41502 Philadelphia, PA 19101	Third Party Payor Pharmacy Agreement
163.	Employer Health Options Provider Pharmacy Contract between Employer Health Options, Inc. and Homeland Stores, Inc. dated November 9, 1995, as may be amended, modified or supplemented.	Employer Health Options, Inc. 2801 W. Avenue T Temple, TX 76504	Third Party Payor Pharmacy Agreement
164.	Pricing Agreement between ETHEX Corporation and Homeland Stores, Inc. dated November 25, 1996 as may be amended, modified or supplemented.	ETHEX Corporation 10888 Metro Court St. Louis, MO 63043-2413	Third Party Payor Pharmacy Agreement
165.	Pharmacy Agreement between Great Plains Hospice and Homeland Stores, Inc. dated November 1, 1996 as may be amended, modified or supplemented.	Great Plains Regional Medical Center dba Great Plains Hospice P.O. Box 2339 Elk City, OK 73648	Third Party Payor Pharmacy Agreement
166.	Humana National / Regional Chain Pharmacy Provider Agreement between Humana Health Plan, Inc. and Homeland Stores, Inc. dated April 25, 2002 as may be amended, modified or supplemented.	Humana Health Plan, Inc. and Humana Insurance Company et.al P.O. Box 1438 500 West Main Louisville, KY 40201-1438	Third Party Payor Pharmacy Agreement
167.	Health Insurance Plan of Greater New York Participating Pharmacy Agreement between Health Insurance Plan of Greater New York and Homeland dated January 6, 1998, as may be amended, modified or supplemented.	Health Insurance Plan of Greater New York 7 West 34 th St. New York, NY 10001	Third Party Payor Pharmacy Agreement

	Contract Name	Name and Address of Party to Contract	Description
168.	Humana Pharmacy Provider Agreement and Guidelines between Humana, Inc. and Homeland Stores, Inc. dated December 3, 1999 (original agreement) as may be amended, modified or supplemented.	Humana Inc. 500 West Main Street P.O. Box 1438 Louisville, KY 40201-1438	Third Party Payor Pharmacy Agreement
169.	Participating Pharmacy Agreement between Homeland Stores, Inc. and Healthsource Rx, Inc. dated March 18, 1997, as may be amended, modified or supplemented.	Healthsource Rx, Inc. Two Fountain Square Chattanooga, TN 37402-0300	Third Party Payor Pharmacy Agreement
170.	Agreement between Oklahoma Health Care Authority and Homeland Stores, Inc. dated May 9, 2002 as may be amended, modified or supplemented.	Oklahoma Health Care Authority 4545 N. Lincoln Blvd., Suite 124 Oklahoma City, OK 73125 Attention: Director of Pharmacy	Third Party Payor Pharmacy Agreement.

EXHIBIT "B"

Trade Rights

1. HOMELAND
Oklahoma Registration No. 29807 dated 12/19/98 to 12/19/03
2. H Design in circle with rolling hills
Oklahoma Registration No. 29808 dated 1/17/99 to 1/17/04
3. Max Saver (Trade Name Filing) (*unable to locate*)
Oklahoma dated 4/29/92
4. H (plus design)
Texas Registration No. 049,085 dated 1/5/99 to 1/5/09
5. Homeland
Texas Registration No. 049,194 dated 1/5/99 to 1/5/09
6. Homeland
Texas Registration No. 049,195 dated 1/5/99 to 1/5/09
7. Homeland Stores (assumed name filings)
Texas various counties and Secretary of State corrected filings dated 7/99 to 7/09
8. Homeland (assumed name filings)
Texas various counties and Secretary of State corrected filings dated 7/99 to 7/09
9. Homeland (plus design)
Kansas Registration No. 011,314 dated 1/1/99 to 1/1/09
10. H (plus design)
Kansas Registration No. 011,295 dated 1/1/99 to 1/1/09
11. Homeland
Federal Registration No. 1,650,397 dated 7/9/01 to 7/9/11
12. Homeland
Federal Registration No. 1,645,401 dated 5/21/01 to 5/21/11
13. H (plus design)
Federal Registration No. 1,555,307 dated 9/5/99 to 9/5/09
Serial No. 772,683 filed 1/3/89

14. A GOOD DEAL BETTER (stylized)
Federal Registration No. 1,820,865 dated 2/8/94
Serial No. 74/344,951 filed 1/4/93
15. SLB Marketing, Inc.
Charter Number 01434489-00
Certificate of Incorporation dated 2/13/97
Articles of Incorporation dated 2/13/97
Statement of Change of Registered Agent
16. Homeland
Federal Registration No. 2,520,377 dated 12/18/01 to 12/18/11
For: Ice Cream, In Class 30
17. Homeland
Federal Registration No. 2,520,378 dated 12/18/01 to 12/18/11
For: Milk and milk products; namely cottage cheese and sour cream in Class 029
18. Homeland
Federal Registration No. 2,520,376 dated 12/18/01 to 12/18/11
For: Orange Juice in Class 032