

surrendering the Certificate to the Paying Agent, and the procedure for distributing to such shareholder the amount of Cash to which such holder is entitled pursuant to the terms hereof. If any such payment is to be delivered to or paid in a name other than that in which the Certificate is registered, the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such payment shall pay to the Paying Agent any transfer or other taxes required by reason of the delivery to or payment in any name other than that of the registered holder of the Certificate surrendered, or establish to the satisfaction of the Paying Agent that such tax has been paid or is not applicable.

ARTICLE VI

This Agreement shall be submitted for approval to the shareholders of Ahold Subsidiary and Bi-Lo Delaware as provided by their respective Certificates of Incorporation on or before December 31, 1977, or such later date as the Boards of Directors of each of such corporations shall mutually approve.

After adoption and approval of the Merger by the shareholders of each of the Constituent Corporations, and subject to the conditions contained in this Agreement, a copy of this Agreement, executed and certified pursuant to the law of Delaware, shall be filed with the Secretary of State of the State of Delaware and shall become effective as provided in Article I hereof and in accordance with the laws of Delaware. Such filings shall be made on or before the seventh day following the completion of the adoption and approval of the Merger as provided in this Article, or on such later date as the parties hereto shall mutually approve.

ARTICLE VII

At such time as the Merger becomes effective, all the assets and liabilities of Ahold Subsidiary shall be transferred by virtue of the Merger by Ahold Subsidiary to Bi-Lo Delaware. From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, Ahold Subsidiary shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises of Ahold Subsidiary and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VIII

For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be affixed hereto, all as of the date first above written.

(CORPORATE SEAL)

Bi-Lo, Inc.

Attest:

.....
Thomas L. McAbee, Secretary

By
Harold A. Kelly, President

(CORPORATE SEAL)

XYZ CORPORATION

Attest:

.....
Gwynne H. Wales, Secretary

By
J. Van Meer, President

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