

WHEREAS, Section 14.02 of the Lease permits the consummation of the transactions contemplated by the Plan and by the Agreement upon compliance with the provisions of Section 14.03 of the Lease,

NOW THEREFORE, in order to comply with Section 14.03 of the Lease and to provide for the succession of BI-LO - Delaware to BI-LO and the subsequent merger into BI-LO - Delaware of XYZ CORPORATION and for the assumption by BI-LO - Delaware of all the obligations, duties, liabilities, covenants and agreements of BI-LO under the Lease, and in consideration of One Dollar and other valuable consideration, the parties hereto covenant and agree as follows:

SECTION I.

Upon the effectiveness of the merger of BI-LO with and into BI-LO - Delaware pursuant to the Plan, BI-LO hereby assigns and BI-LO - Delaware does hereby assume all of BI-LO's rights, title, interest, duties, obligations and liabilities under the Lease and BI-LO - Delaware covenants and agrees to perform and be bound by all the terms, covenants, conditions and provisions of the Lease in the same manner and to the same extent as if BI-LO - Delaware had originally executed the Lease, BI-LO having no further rights, title, interest, duties, obligations and liabilities under the Lease.

SECTION II.

Upon the effectiveness of the merger of XYZ CORPORATION with and into BI-LO - Delaware pursuant to the Agreement, BI-LO - Delaware hereby covenants and agrees to continue to perform and be bound by all the terms, covenants, conditions and provisions of the Lease and to remain subject to all of BI-LO's interest, duties, obligations and liabilities under the Lease, which pursuant to Section I of this Assignment by Novation were assigned by BI-LO and assumed by BI-LO - Delaware.

SECTION III.

Am
The Lessee^{OR} hereby consents to and accepts this Assignment by Novation and hereby agrees that the consummation of each of the mergers contemplated by the Plan and by the Agreement does not violate, or result in a breach of, any term, condition, covenant, agreement or provision of, or constitute an Event of Default under, the Lease.

978

4328 RV.2