IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

COMMONWEALTH OF
MASSACHUSETTS, et al.,

Plaintiffs,

Civil Case No._____

vs.

KONINKLIJKE AHOLD N.V.;
DELHAIZE GROUP NV/SA,

Defendants.

MOTION FOR ENTRY OF FINAL CONSENT JUDGMENT

The Parties respectfully move this Court to enter the Final Consent Judgment giving effect to its terms. The terms are reflected in the proposed Final Consent Judgment attached hereto as Exhibit A.

Respectfully Submitted,

FOR PLAINTIFF STATES

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

COMMONWEALTH OF
MASSACHUSETTS, et al.,

Plaintiffs,

Civil Case No._____

vs.

KONINKLIJKE AHOLD N.V.;
DELHAIZE GROUP NV/SA,

Defendants.

FINAL CONSENT JUDGMENT

The States of Delaware, Maryland and West Virginia and the Commonwealths of Virginia, Massachusetts and Pennsylvania (collectively the "Plaintiff States") have filed their Complaint against Defendants Koninklijke Ahold N.V. ("Ahold") and Delhaize Group NV/SA ("Delhaize") pursuant to and alleging violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18 and the antitrust laws of their respective states;

Defendants acknowledge receipt of Plaintiff States' Complaint and agree to waive service of summons in this action;

Plaintiff States and Defendants, by their respective attorneys, have consented to the entry of this Final Consent Judgment to resolve all matters of dispute between them in this action without trial or adjudication of any issue of fact or law. This Final Consent Judgment does not constitute any evidence against or admission by any party regarding any issue of fact or law, other than the jurisdictional facts set forth herein;

Defendants have agreed to be bound by the provisions of this Final Consent Judgment pending its entry by the Court;

Defendants hereby represent to the Court that the commitments required below can and will be made, and that Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is **ORDERED, ADJUDGED, AND DECREED**:

I. JURISDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of and each of the parties to this action. This Court has supplemental jurisdiction of the claims brought pursuant to state laws pursuant to 28 U.S.C. § 1367(a).

B. The Complaint states a claim upon which relief can be granted against Defendants Ahold and Delhaize pursuant to 28 U.S.C. §§ 1331 and 1337(a) and under Sections 7 and 16 of the Clayton Act as amended (15 U.S.C. §§ 18 and 26).

C. Venue is proper in this Court under Section 12 of the Clayton Act, 15 U.S.C. § 22 and under 28 U.S.C. § 1391(b).

D. This Court has personal jurisdiction over Defendants.

E. Defendants have acknowledged service and waived any claim for insufficiency of process or service of process.

F. Entry of this Final Consent Judgment is in the public interest.

II. DEFINITIONS

A. Unless otherwise indicated, the capitalized terms used herein shall have the meaning ascribed to them in the Decision and Order provisionally accepted by the Federal Trade Commission in the Matter of Koninklijke Ahold N.V. and Delhaize Group NV/SA, Docket No.

C-4588, on July 22, 2016, ("FTC Order") a copy of which is incorporated herein by reference and attached hereto as Exhibit 1. In the event the final FTC Order issued by the Federal Trade Commission in this matter differs from the FTC Order attached hereto, it is agreed the final FTC Order shall be the "FTC Order" referred to herein.

B. "Defendants" means Ahold and Delhaize, individually and collectively.

III. APPLICABILITY

This Final Consent Judgment applies to Ahold and Delhaize.

IV. REQUIRED DIVESTITURES

A. As provided in the FTC Order, Defendants shall divest the Assets to be Divested relating to the Plaintiff States pursuant to the timing requirements and other relevant provisions of the FTC Order. A list of the Assets to be Divested relating to the Plaintiff States is attached to this Final Consent Judgment as Exhibit 2.

V. REQUIRED CONTINUED OPERATION OF ASSETS

A. Defendants shall, absent the result of any casualty or emergency, e.g., condemnation, destruction, or loss or damage by fire, or the expiration of the term of any store lease[*], continue to operate each of the Exhibit 3 Assets until the earlier of (x) three hundred sixty (360) days after the date on which the Merger closes, or (y) if applicable, until (i) Publix has completed its acquisition of the Schedule C Assets, and (ii) the proximate Publix store, as identified for certain of the Exhibit 3 Assets, has re-opened. (The Exhibit 3 Assets Operating Period).

B. Such operation of the Exhibit 3 Assets will be consistent with the manner prescribed in the FTC Decision & Order and the FTC Order to Maintain Assets (attached hereto

[*] The Exhibit 3 Asset with a lease scheduled to expire during the Exhibit 3 Assets Operating Period is Martin's #6492.

as Exhibit 4). In the event the final FTC Order to Maintain Assets issued by the Federal Trade Commission differs from the FTC Order to Maintain Assets attached hereto, it is agreed that the final FTC Order to Maintain Assets shall be the "FTC Order to Maintain Assets" referred to herein.

C. At any point after Publix has completed its acquisition of the Schedule C Assets, Defendants shall be released from their obligations under Paragraph V.A of this Final Consent Judgment with respect to any and each of the Exhibit 3 Assets which are sold to a buyer which intends to operate them as a Supermarket. Defendants shall provide advance written notification to Plaintiff States with respect to such action at least ten (10) days before the sale of such Asset is finalized. Such notice shall include the identity of the Exhibit 3 Assets to be sold, their location(s), the proposed buyer, and the expected date of the sale.

VI. REQUIRED NOTIFICATION

A. If, within 10 years from the date of entry of this Consent Judgment, Defendants seek to acquire, directly or indirectly, through subsidiaries, partnerships or otherwise, (1) any ownership or leasehold interest in any facility that has operated as a Supermarket within six months prior to the date of such proposed acquisition in any of the Relevant Areas within the Plaintiff States or (2) any stock, share capital, equity, or other interest in any entity that owns any interest in or operates any Supermarket, or owned any interest in or operated any Supermarket within six months prior to such proposed acquisition in any of the Relevant Areas within the Plaintiff States, then Defendants shall provide advance written notification with respect to such proposed transaction to the relevant Plaintiff State as well as the Plaintiff State designee. Such notice shall include the identity of the interest, its owners and locations, the expected closing date of the transaction and Defendants' evaluation of the impact of the acquisition and shall be

delivered to the relevant Plaintiff State as well as the Plaintiff State designee at least 30 days before the transaction is to close.

B. In addition to the foregoing notification requirements, Defendants will notify Plaintiff States' designee at least thirty (30) days prior to:

1. Dissolution of Defendants;
2. Any proposed acquisition, merger or consolidation of Defendants (other than the Merger); or
3. Any other change in Defendants, including, by not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Final Consent Judgment or the FTC Order.

VII. COMPLIANCE

A. Defendants will provide Plaintiff States' designee with a copy of any Divestiture Trustee's written report described in Paragraph IV.B.12 of the FTC Order; a copy of any report made to the FTC and/or Monitor as required by Paragraph V.H of the FTC Order; and copies of the verified written reports setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with the FTC Order, as required by Paragraph VIII of the FTC Order, at the same time any such report is provided to the Federal Trade Commission. Defendants also agree that the Plaintiff States may receive copies of the reports prepared by the Monitor for the Federal Trade Commission, as described in Paragraph V.H of the FTC Order, from the Federal Trade Commission, subject to the confidentiality standards contained in the limited waivers of confidentiality entered between Defendants and each of the Plaintiff States.

B. Notice to Plaintiff States designee will be satisfied by service by overnight courier addressed to:

William Matlack
Chief, Antitrust Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place, 18th Floor
Boston, MA 02108

For the purposes of this Final Consent Judgment, the acting Chief of the Antitrust Division of the Commonwealth of Massachusetts Office of the Attorney General is the Plaintiff States' designee.

C. Notice to each individual Plaintiff State under Paragraph VI.A will be satisfied by service by overnight courier to the following addresses:

Massachusetts:
William Matlack
Chief, Antitrust Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place, 18th Floor
Boston, MA 02108

Delaware:
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Consumer Protection and Antitrust Division
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Charleston, WV 25326

D. In the event a Plaintiff State seeks to determine or secure compliance with this Final Consent Judgment, subject to any legally recognized privilege and upon written request by the Plaintiff State and upon five (5) days' notice to Defendants, Defendants shall allow the Plaintiff State the same access to its facilities, assets, and materials and employees as set forth in Paragraph VIII of the FTC Order. Defendants shall further permit representatives of the Plaintiff States to accompany any representative of the Federal Trade Commission in any inspection or interview allowed under Paragraph X of the FTC Order as it may relate to a Plaintiff State or to the terms of this Final Consent Judgment, subject to the confidentiality standards contained in the limited waivers of confidentiality entered between Defendants and each of the Plaintiff States.

VIII. ENFORCEMENT

If one or more of the Plaintiff States believes that this Final Consent Judgment has been violated, they may apply to the Court for an order of contempt. Before doing so, such Plaintiff State or States shall give Defendants notice of its belief that the Final Consent Judgment has been breached and a reasonable opportunity for the Defendants to cure any alleged violation or violations. If the Court finds that Defendants have breached this Final Consent Judgment, the

Court may order any remedy appropriate to cure Defendant's breach including specific performance or other equitable relief, the award of damages, other compensation and penalties and reasonable costs and attorneys' fees.

IX. FEES AND COSTS

Within 10 days of entry of this Final Consent Judgment, Defendants shall pay to Plaintiff States their reasonable costs and attorneys' fees incurred in connection with this matter in the aggregate amount of $300,000.00. Such payment shall reimburse the costs and fees of the Offices of Attorneys General of Plaintiff States. These funds shall be used for continued public protection and antitrust enforcement and/or for any purposes permitted by state law at the sole discretion of the Plaintiff States' Attorneys General or Offices of Attorneys General or otherwise permitted by state law. Plaintiff States hereby designate the Massachusetts Attorney General's Office as the party to receive the payment of fees and costs covered by this section, and to redistribute these funds to the other Plaintiff States.

X. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Consent Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Consent Judgment, to modify any of its provisions, to ensure and enforce compliance, and to punish violations of its provisions.

XI. EXPIRATION OF CONSENT JUDGMENT

Except as specially provided for in this Final Consent Judgment, unless this Court grants an extension, this Final Consent Judgment shall expire ten (10) years from the date of its entry.

IT IS SO ORDERED, this _____ day of _____, 201__.

_____
JUDGE PRESIDING

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EXHIBIT 1

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
Maureen K. Ohlhausen
Terrell McSweeny

In the Matter of **Koninklijke Ahold N.V.,** a corporation, **and** **Delhaize Group NV/SA,** a public limited company**.**	**Docket No. C-**

DECISION AND ORDER

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed merger between Respondents Koninklijke Ahold N.V. ("Ahold") and Delhaize Group NV/SA ("Delhaize"), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it has reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and Order to Maintain Assets, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission

Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Koninklijke Ahold N.V. is a corporation organized, existing, and doing business under and by virtue of the laws of the Netherlands, with its office and principal place of business located at Provincialeweg 11, 1506 MA Zaandam, the Netherlands. Koninklijke Ahold N.V.'s principal U.S. subsidiary, Ahold U.S.A., Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Maryland, with its offices and principal place of business located at 1385 Hancock Street, Quincy, Massachusetts 02169.

2. Respondent Delhaize Group NV/SA is a public limited company (société anonyme/naamloze vennootschap) organized, existing, and doing business under and by virtue of the laws of Belgium, with its office and principal place of business located at Square Marie Curie 40, 1070 Brussels, Belgium, and its registered office at Ossenghemstraat 53, 1080, Brussels, Belgium. Delhaize Group NV/SA's principal U.S. subsidiary, Delhaize America, LLC., is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of North Carolina, with its offices and principal place of business at 2110 Executive Drive, Salisbury, North Carolina 28147.

3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

A. "Ahold" means Respondent Koninklijke Ahold N.V, its directors, officers, employees, agents, representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Ahold (including, but not limited to, Ahold U.S.A.), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "Delhaize" means Respondent Delhaize Group NV/SA, its directors, officers, employees, agents, representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Delhaize (including, but not limited to, Delhaize America, LLC), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Respondents" means Ahold and Delhaize, individually and collectively.

D. "Acquirer" means any entity approved by the Commission to acquire any or all of the Assets To Be Divested pursuant to this Order.

E. "Merger" means the proposed merger of Ahold and Delhaize, pursuant to the Merger Agreement.

F. "Merger Agreement" means the Merger Agreement by and between Delhaize Group NV/SA and Koninklijke Ahold N.V. dated as of June 24, 2015.

G. "Assets To Be Divested" means the Supermarkets identified on Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, and Schedule G of this Order, or any portion thereof, and all rights, title, and interest in and to all assets, tangible and intangible, relating to, used in, and/or reserved for use in, the Supermarket business operated at each of those locations, including but not limited to all properties, leases, leasehold interests, equipment and fixtures, books and records, government approvals and permits (to the extent transferable), telephone and fax numbers, and goodwill. Assets To Be Divested includes any of Respondents' other businesses or assets associated with, or operated in conjunction with, the Supermarket locations listed on Schedules A – G of this Order, including any fuel centers (including any convenience store and/or car wash associated with such fuel center), pharmacies, liquor stores, beverage centers, gaming or slot machine parlors, store cafes, or other related business(es) that customers reasonably associate with the Supermarket business operated at each such location. At each Acquirer's option, the Assets To Be Divested shall also include any or all inventory as of the Divestiture Date.

Provided, however, that the Assets To Be Divested shall not include those assets consisting of or pertaining to any of the Respondents' trademarks, trade dress, service marks, or trade names, *except* with respect to any purchased inventory (including private label inventory) or as may be allowed pursuant to any Remedial Agreement(s).

Provided, further, that in cases in which books or records included in the Assets To Be Divested contain information (a) that relates both to the Assets To Be Divested and to other retained businesses of Respondents or (b) such that Respondents have a legal obligation to retain the original copies, then Respondents shall be required to provide only copies or relevant excerpts of the materials containing such information. In instances where such copies are provided to an Acquirer, the Respondents shall provide to such Acquirer access to original materials under circumstances where copies of materials are insufficient for regulatory or evidentiary purposes.

Provided, further, that if Publix is the Acquirer of the Schedule C Assets, then the Schedule C Assets may exclude certain associated assets of individual stores, as explicitly excluded in the Publix Divestiture Agreement.

Provided, further, that if Publix is not the Acquirer of the Schedule C Assets, then the Commission may, in its sole discretion, include any or all of the Schedule C Additional Assets as part of the Assets To Be Divested.

H. "Albertsons" means New Albertson's Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Ohio, with its offices and principal place of business located at 250 Parkcenter Boulevard, Boise, Idaho 83706.

I. "Albertsons Divestiture Agreement" means the Asset Purchase Agreement dated as of July 8, 2016, by and between Respondent Ahold and Albertsons, attached as non-public Appendix I, for the divestiture of the Schedule A Assets.

J. "Big Y" means Big Y Foods, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the Commonwealth of Massachusetts, with its offices and principal place of business located at 2145 Roosevelt Avenue, Springfield, Massachusetts 01104.

K. "Big Y Divestiture Agreement" means the Asset Purchase Agreement dated as of July 7, 2016, by and between Respondent Delhaize and Big Y, attached as non-public Appendix II, for the divestiture of the Schedule B Assets.

L. "Direct Costs" means cost not to exceed the cost of labor, material, travel, and other expenditures to the extent the costs are directly incurred to provide services under this Order or any Transition Services Agreement. "Direct Cost" to an Acquirer for its use of any of Respondents' employees' labor shall not exceed the then-current average wage rate for such employee, including benefits.

M. "Divestiture Agreement" means any agreement between Respondents and an Acquirer (or a Divestiture Trustee appointed pursuant to Paragraph IV of this Order and an Acquirer) and all amendments, exhibits, attachments, agreements, and schedules thereto, related to any of the Assets To Be Divested that have been approved by the Commission to accomplish the requirements of this Order. The term "Divestiture Agreement" includes, as appropriate, the Albertsons Divestiture Agreement, the Big Y Divestiture Agreement, the Publix Divestiture Agreement, the Saubels Divestiture Agreement, the Supervalu Divestiture Agreement, the Tops Divestiture Agreement, and the Weis Divestiture Agreement.

N. "Divestiture Date" means a closing date of any of the respective divestitures required by this Order.

O. "Divestiture Trustee" means any person or entity appointed by the Commission pursuant to Paragraph IV of this Order to act as a trustee in this matter.

P. "Proposed Acquirer" means any proposed acquirer of any of the Assets To Be Divested submitted to the Commission for its approval under this Order; "Proposed Acquirer" includes, as appropriate, Albertsons, Big Y, Publix, Saubels, Supervalu, Tops, and Weis.

Q. "Publix" means Publix Super Markets, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Florida, with its offices and principal

place of business located at 3300 Publix Corporate Parkway, Lakeland, Florida 33811, and including Publix North Carolina, L.P.,

R. "Publix Divestiture Agreement" means the Asset Purchase Agreement dated as of July 7, 2016, by and between Respondent Ahold and Publix, attached as non-public Appendix III, for the divestiture of the Schedule C Assets.

S. "Remedial Agreement(s)" means the following:

1. Any Divestiture Agreement; and

2. Any other agreement between Respondents and a Commission-approved Acquirer (or between a Divestiture Trustee and a Commission-approved Acquirer), including any Transition Services Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Assets To Be Divested, that have been approved by the Commission to accomplish the requirements of this Order.

T. "Relevant Areas" means: Sussex County in Delaware; Allegany, Anne Arundel, Baltimore, Calvert, Carroll, Charles, Howard, Montgomery, Prince George's, St. Mary's, Talbot, Washington, and Wicomico Counties in Maryland; Bristol, Essex, Norfolk, Plymouth, and Worcester Counties in Massachusetts; Franklin, and York Counties in Pennsylvania; Dutchess, Putnam, and Ulster Counties in New York; Chesterfield, Clarke, Colonial Heights City, Culpeper, Frederick, Fredericksburg City, Hanover, Henrico, Loudoun, Richmond City, Spotsylvania, Stafford, Winchester City, and Warren Counties in Virginia; and Berkeley County in West Virginia.

U. "Saubels" means Saubels Market, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Pennsylvania, with its offices and principal place of business located at 65 East Forrest Avenue, Shrewsbury, Pennsylvania 17361.

V. "Saubels Divestiture Agreement" means the Asset Purchase Agreement dated as of July 7, 2016, by and between Respondent Delhaize and Saubels, attached as non-public Appendix IV, for the divestiture of the Schedule D Assets.

W. "Schedule A Assets" means the Assets To Be Divested identified on Schedule A of this Order.

X. "Schedule B Assets" means the Assets To Be Divested identified on Schedule B of this Order.

Y. "Schedule C Assets" means the Assets To Be Divested identified on Schedule C of this Order.

Z. "Schedule C Additional Assets" means the additional Supermarket businesses, identified as such on Schedule C of this Order.

Provided, however, that Martin's Store No. 6492 shall be removed from the list of Schedule C Additional Assets on April 1, 2017, if the Commission has notified Respondents, in advance of that date and in writing, that the sale of that store will not be required pursuant to Paragraph II.B.1 and/or IV.A. of this Order.

AA. "Schedule D Assets" means the Assets To Be Divested identified on Schedule D of this Order.

BB. "Schedule E Assets" means the Assets To Be Divested identified on Schedule E of this Order.

CC. "Schedule F Assets" means the Assets To Be Divested identified on Schedule F of this Order.

DD. "Schedule G Assets" means the Assets To Be Divested identified on Schedule G of this Order.

EE. "Supermarket" means any full-line retail grocery store that enables customers to purchase substantially all of their weekly food and grocery shopping requirements in a single shopping visit with substantial offerings in each of the following product categories: bread and baked goods; dairy products; refrigerated food and beverage products; frozen food and beverage products; fresh and prepared meats and poultry; fresh fruits and vegetables; shelf-stable food and beverage products, including canned, jarred, bottled, boxed, and other types of packaged products; staple foodstuffs, which may include salt, sugar, flour, sauces, spices, coffee, tea, and other staples; other grocery products, including nonfood items such as soaps, detergents, paper goods, other household products, and health and beauty aids; pharmaceutical products and pharmacy services (where provided); and, to the extent permitted by law, wine, beer, and/or distilled spirits.

FF. "Supervalu" means Supervalu Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its offices and principal place of business located at 11840 Valley View Road, Eden Prairie, Minnesota 55344, and including its wholly-owned subsidiary, Shop 'n Save East, LLC.

GG. "Supervalu Divestiture Agreement" means the Asset Purchase Agreement dated as of July 7, 2016, by and between Respondent Delhaize and Supervalu, attached as non-public Appendix V, for the divestiture of the Schedule E Assets.

HH. "Third Party Consents" means all consents from any person other than the Respondents, including all landlords, that are necessary to effect the complete transfer to the Acquirer(s) of the Assets To Be Divested.

II. "Tops" means Tops Markets, LLC, a New York limited liability company that is organized, existing, and doing business under and by virtue of the laws of the State of New York with

its offices and principal place of business located at 6363 Main Street, Williamsville, New York 14221 and a mailing address c/o PO Box 1027, Buffalo, NY 14240-1027.

JJ. "Tops Divestiture Agreement" means the two Asset Purchase Agreements dated as of July 7, 2016, by and between Respondents and Tops, attached as non-public Appendix VI, for the divestiture of the Schedule F Assets.

KK. "Transition Services" means services (or training for an Acquirer to provide services for itself) related to payroll, employee benefits, accounting, IT systems, back-office and front-office systems (including inventory and price management), distribution, warehousing, use of trademarks or trade names for transitional purposes, and other transitional support as may be required by an Acquirer to transfer and operate the divested assets in a manner consistent with the purposes of this Order.

LL. "Transition Services Agreement" means an agreement that receives the prior approval of the Commission between one or more Respondents and an Acquirer of any of the assets divested under this Order to provide, at the option of each Acquirer, any services (or training for an Acquirer to provide services for itself) necessary to transfer the divested assets to the Acquirer in a manner consistent with the purposes of this Order.

MM. "Weis" means Weis Markets, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Pennsylvania, with its offices and principal place of business located at 1000 S. Second Street, P.O. Box 471, Sunbury, Pennsylvania 17801.

NN. "Weis Divestiture Agreement" means the Asset Purchase Agreement dated as of July 7, 2016, by and between Respondent Delhaize and Weis, attached as non-public Appendix VII, for the divestiture of the Schedule G Assets.

II.

IT IS FURTHER ORDERED that:

A. Respondents shall divest the Assets To Be Divested, absolutely and in good faith, as follows:

1. Within 60 days of the date the Merger is consummated, the Schedule A Assets shall be divested as ongoing Supermarket businesses to Albertsons pursuant to and in accordance with the Albertsons Divestiture Agreement;

2. Within 90 days of the date the Merger is consummated, the Schedule B Assets shall be divested as ongoing Supermarket businesses to Big Y pursuant to and in accordance with the Big Y Divestiture Agreement;

3. The Schedule C Assets shall be divested to Publix, pursuant to and in accordance with the Publix Divestiture Agreement, on the following schedule:

a. Within 180 days of the date the Merger is consummated, the Schedule C, Group I Stores shall be divested to Publix;

b. Within 240 days of the date the Merger is consummated, the Schedule C, Group II Stores shall be divested to Publix; and

c. Within 360 days of the date the Merger is consummated, the Schedule C, Group III Stores shall be divested to Publix;

4. Within 60 days of the date the Merger is consummated, the Schedule D Assets shall be divested as an ongoing Supermarket business to Saubels pursuant to and in accordance with the Saubels Divestiture Agreement;

5. Within 105 days of the date the Merger is consummated, the Schedule E Assets shall be divested as ongoing Supermarket businesses to Supervalu pursuant to and in accordance with the Supervalu Divestiture Agreement;

6. Within 60 days of the date the Merger is consummated, the Schedule F Assets shall be divested as ongoing Supermarket businesses to Tops pursuant to and in accordance with the Tops Divestiture Agreement;

7. The Schedule G Assets shall be divested as ongoing Supermarket businesses to Weis, pursuant to and in accordance with the Weis Divestiture Agreement, on the following schedule:

a. Within 90 days of the date the Merger is consummated, at least 15 of the Schedule G, Phase I Locations shall be divested to Weis; and

b. Within 230 days of the date the Merger is consummated, the remaining Schedule G, Phase I Locations and all of the Schedule G, Phase II Locations shall be divested to Weis.

B. *Provided, that,* if prior to the date this Order becomes final, Respondents have divested the Assets To Be Divested pursuant to Paragraph II.A and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that:

1. Any Proposed Acquirer identified in Paragraph II.A is not an acceptable Acquirer, then Respondents shall, within five days of notification by the Commission, rescind such transaction with that Proposed Acquirer, and shall divest such assets (and, in the case of the Schedule C Assets, including any of the Schedule C Additional Assets, as determined by the Commission in its sole discretion) as ongoing Supermarket businesses, absolutely and in good faith, at no minimum price, to an Acquirer and in a manner that receives the prior approval of the Commission, within 90 days of the date the Commission notifies Respondents that such Proposed Acquirer is not an acceptable Acquirer; or

2. The manner in which any divestiture identified in Paragraph II.A was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee pursuant to Paragraph IV of this Order, to effect such modifications to the manner of divesting those assets to such Acquirer (including, but not limited to, entering into additional agreements or arrangements, or modifying the relevant Divestiture Agreement) as may be necessary to satisfy the requirements of this Order.

C. Respondents shall obtain at their sole expense all required Third Party Consents relating to the divestiture of all Assets To Be Divested prior to the applicable Divestiture Date.

D. All Remedial Agreements approved by the Commission:

1. Shall be deemed incorporated by reference into this Order, and any failure by Respondents to comply with the terms of any such Remedial Agreement(s) shall constitute a violation of this Order; and

2. Shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of any Acquirer or to reduce any obligation of Respondents under such agreement. If any term of any Remedial Agreement(s) varies from the terms of this Order ("Order Term"), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents' obligations under this Order.

E. At the option of each Acquirer of any Assets To Be Divested, and subject to the prior approval of the Commission, Respondents shall enter into a Transition Services Agreement for a term extending up to 180 days following the Divestiture Date. The services subject to the Transition Services Agreement shall be provided at no more than Respondents' Direct Costs and may include, but are not limited to, payroll, employee benefits, accounting, IT systems, distribution, warehousing, use of trademarks or trade names for transitional purposes, and other logistical and administrative support.

F. Pending divestiture of any of the Assets To Be Divested, Respondents shall:

1. Take such actions as are necessary to maintain the full economic viability, marketability, and competitiveness of the Assets To Be Divested, to minimize any risk of loss of competitive potential for the Assets To Be Divested, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Assets To Be Divested, except for ordinary wear and tear; and

2. Not sell, transfer, encumber, or otherwise impair the Assets To Be Divested (other than in the manner prescribed in this Decision and Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the Assets To Be Divested.

Provided, however, that Respondents shall not be in violation of this Paragraph II.F. if Respondents take actions (i) as explicitly permitted or required by any Divestiture Agreement, or (ii) that have been requested or agreed-to by an Acquirer, in writing, and approved in advance by the Monitor (in consultation with Commission staff), in all cases to facilitate the Acquirer's acquisition of Assets To Be Divested and consistent with the purposes of the Order.

G. The purpose of the divestitures is to ensure the continuation of the Assets To Be Divested as ongoing, viable enterprises engaged in the Supermarket business and to remedy the lessening of competition resulting from the Merger as alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that, with respect to each Divestiture Agreement, Respondents shall:

A. No later than ten (10) days after a request from a Proposed Acquirer, provide the Proposed Acquirer with the following information for each employee of the Assets To Be Divested, as requested by the Proposed Acquirer, and to the extent permitted by law:

1. Name, job title or position, date of hire, and effective service date;
2. Specific description of the employee's responsibilities;
3. The base salary or current wages;
4. Most recent bonus paid, aggregate annual compensation for Respondents' last fiscal year, and current target or guaranteed bonus, if any;
5. Employment status (*i.e.,* active or on leave or disability; full-time or part-time);
6. Any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and
7. At the Proposed Acquirer's option, copies of all employee benefit plans and summary plan descriptions (if any) applicable to the employee.

B. Within a reasonable time after a request from a Proposed Acquirer, provide to the Proposed Acquirer an opportunity to meet personally and outside the presence or hearing of any employee or agent of any Respondent, with any one, or all, of the employees of the Assets To Be Divested, and to make offers of employment to any one, or more, of the employees of the Assets To Be Divested.

C. Not interfere, directly or indirectly, with the hiring or employing by the Proposed Acquirer of any employee of the Assets To Be Divested, not offer any incentive to such employees to decline employment with the Proposed Acquirer, and not otherwise interfere with the recruitment or employment of any employee by the Proposed Acquirer.

D. Remove any impediments within the control of Respondents that may deter employees of the Assets To Be Divested from accepting employment with the Proposed Acquirer, including,

but not limited to, removal of any non-compete or confidentiality provisions of employment, or other contracts with Respondents that may affect the ability or incentive of those individuals to be employed by the Proposed Acquirer, and shall not make any counteroffer to an employee who has an outstanding offer of employment from the Proposed Acquirer or has accepted an offer of employment from the Proposed Acquirer.

E. Provide all employees with reasonable financial incentives to continue in their positions until the Divestiture Date. Such incentives shall include, but are not limited to, a continuation, until the Divestiture Date, of all employee benefits, including the funding of regularly scheduled raises and bonuses, and the vesting as of the Divestiture Date of any unvested qualified 401(k) plan account balances (to the extent permitted by law, and for those employees covered by a 401(k) plan), offered by Respondents.

F. Not, for a period of one (1) year following the Divestiture Date, directly or indirectly, solicit, or otherwise attempt to induce any of the employees who have accepted offers of employment with the Acquirer to terminate his or her employment with the Acquirer; *provided, however*, that Respondents may:

1. Advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search activities, in either case not targeted specifically at employees of the Assets To Be Divested; or

2. Hire employees of the Assets To Be Divested who apply for employment with Respondents, as long as such employees were not solicited by Respondents in violation of this Paragraph; *provided further, however*, that this Paragraph shall not prohibit Respondents from making offers of employment to, or employing, any such employees if the Acquirer has notified Respondents in writing that the Acquirer does not intend to make an offer of employment to that employee, or where such an offer has been made and the employee has declined the offer, or where the employee's employment has been terminated by the Acquirer.

IV.

IT IS FURTHER ORDERED that:

A. If Respondents have not divested all of the Assets To Be Divested in the time and manner required by Paragraph II of this Order, the Commission may appoint a Divestiture Trustee to divest the remaining Assets To Be Divested (including, in the case of the Schedule C Assets, the Schedule C Additional Assets) in a manner that satisfies the requirements of this Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-

appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.

B. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

2. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, contract, deliver, or otherwise convey the relevant assets or rights that are required to be assigned, granted, licensed, divested, transferred, contracted, delivered, or otherwise conveyed by this Order.

3. Within ten (10) days after appointment of the Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestitures or transfers required by the Order.

4. The Divestiture Trustee shall have twelve (12) months from the date the Commission approves the trust agreement described in Paragraph IV.B.3. to accomplish the divestiture(s), which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve-month period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture(s) can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times.

5. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities relating to the assets that are required to be assigned, granted, licensed, divested, transferred, contracted, delivered, or otherwise conveyed by this Order or to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture(s). Any delays in divestiture caused by Respondents shall extend the time for divestiture under this

Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

6. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously at no minimum price. The divestiture(s) shall be made in the manner and to an Acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity for any of the relevant Assets To Be Divested, and if the Commission determines to approve more than one such acquiring entity for such assets, the Divestiture Trustee shall divest such assets to the acquiring entity selected by Respondents from among those approved by the Commission; *provided further, however*, that Respondents shall select such entity within five (5) days of receiving notification of the Commission's approval.

7. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture(s) and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for his or her services, all remaining monies shall be paid at the direction of Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets required to be divested by this Order.

8. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.

9. If the Commission determines that the Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph IV.

10. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or

directions as may be necessary or appropriate to accomplish the divestiture(s) required by this Order.

11. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.

12. The Divestiture Trustee shall report in writing to Respondents and to the Commission every thirty (30) days concerning the Divestiture Trustee's efforts to accomplish the divestiture(s).

13. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

14. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, representatives, and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties and responsibilities.

V.

IT IS FURTHER ORDERED that:

A. Brad Wise shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondents, and attached as Appendix VIII ("Monitor Agreement") and Non-Public Appendix VIII-1 ("Monitor Compensation"). The Monitor is appointed to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order, the Order to Maintain Assets, and the Remedial Agreement(s);

B. No later than one (1) day after the date the Merger is consummated, Respondents shall, pursuant to the Monitor Agreement, confer on the Monitor all rights, powers, and authorities necessary to permit the Monitor to monitor Respondents' compliance with the terms of this Order, the Order to Maintain Assets, and the Remedial Agreement(s), in a manner consistent with the purposes of the orders.

C. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:

1. The Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and related requirements of this Order, the Order to Maintain Assets, and the Remedial Agreement(s), and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the orders and in consultation with the Commission.

2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

3. The Monitor shall serve until the later of (a) one year from the date this Order is issued or (b) all divestiture obligations under Paragraphs II and IV of this Order have been satisfied.

D. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the ordinary course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondents' compliance with its obligations under this Order, the Order to Maintain Assets, and the Remedial Agreement(s).

E. Respondents shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondents' compliance with this Order, the Order to Maintain Assets, and the Remedial Agreement(s).

F. The Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

G. Respondents shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor. For purposes of this Paragraph V.G., the term "Monitor" shall include all persons retained by the Monitor pursuant to Paragraph V.F. of this Order.

H. Respondents shall report to the Monitor in accordance with the requirements of this Order or the Order to Maintain Assets, and as otherwise provided in the Monitor Agreement approved by the Commission. The Monitor shall evaluate the reports submitted by the Respondents with respect to the performance of Respondents' obligations under this Order and the Order to Maintain Assets. Within thirty (30) days from the date the Monitor receives the first such report, and every thirty (30) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under the orders.

I. Respondents may require the Monitor and each of the Monitor's consultants, accountants, and other representatives and assistants to sign a customary confidentiality agreement. *Provided, however,* that such agreement shall not restrict the Monitor from providing any information to the Commission.

J. The Commission may require, among other things, the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.

K. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:

1. The Commission shall select the substitute Monitor, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after the notice by the staff of the Commission to Respondents of the identity of any proposed Monitor, Respondents shall be deemed to have consented to the selection of the proposed Monitor.

2. Not later than ten (10) days after the appointment of the substitute Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all rights and powers necessary to permit the Monitor to monitor Respondents' compliance with the relevant terms of this Order, the Order to Maintain Assets, and the Remedial Agreement(s) in a manner consistent with the purposes of orders and in consultation with the Commission.

L. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.

M. The Monitor appointed pursuant to this Order may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.

VI.

IT IS FURTHER ORDERED that if Supervalu purchases the Schedule E Assets pursuant to Paragraph II.A.5, Supervalu shall not sell or otherwise convey, directly or indirectly, any of the Schedule E Assets, except to an Acquirer approved by the Commission and only in a manner that receives the prior approval of the Commission. Supervalu shall comply with this Paragraph until three (3) years after the date this Order is issued.

VII.

IT IS FURTHER ORDERED that:

A. For a period of ten (10) years commencing on the date this Order is issued, Respondents shall not, directly or indirectly, through subsidiaries, partnerships or otherwise, without providing advance written notification to the Commission:

1. Acquire any ownership or leasehold interest in any facility that has operated as a Supermarket within six (6) months prior to the date of such proposed acquisition in any of the Relevant Areas.

2. Acquire any stock, share capital, equity, or other interest in any entity that owns any interest in or operates any Supermarket, or owned any interest in or operated any Supermarket within six (6) months prior to such proposed acquisition, in any of the Relevant Areas.

Provided, however, that advance written notification shall not apply to the construction of new facilities or the acquisition or leasing of a facility that has not operated as a Supermarket within six (6) months prior to Respondents' offer to purchase or lease such facility.

B. Said notification under this Paragraph shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondents and not of any other party to the transaction. Respondents shall provide the notification to the Commission at least thirty (30) days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondents shall not consummate the transaction until thirty (30) days after substantially complying with such request. Early termination of the waiting periods in this Paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition. *Provided, however,* that prior notification shall not be required by this Paragraph for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

VIII.

IT IS FURTHER ORDERED that:

A. Within thirty (30) days after the date this Order is issued and every thirty (30) days thereafter until the Respondents have fully complied with the provisions of Paragraphs II and IV of this Order, Respondents shall submit to the Commission verified written reports setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order. Respondents shall submit at the same time a copy of their reports concerning compliance with this Order to the Monitor. Respondents shall include in their reports, among other things that are required from time to time, a full description of the efforts being made to comply with this Order, including a description of all substantive contacts or negotiations for the divestitures and the identity of all parties contacted. Respondents shall include in their reports copies of all material written communications to and from such parties, all non-privileged internal memoranda, reports, and recommendations concerning completing the obligations; and

B. One (1) year from the date this Order is issued, annually for the next nine (9) years on the anniversary of the date this Order is issued, and at other times as the Commission may require, Respondents shall file verified written reports with the Commission setting forth in detail the manner and form in which they have complied and are complying with this Order.

IX.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to:

A. Any proposed dissolution of Respondents;

B. Any proposed acquisition, merger, or consolidation of Respondents; or

C. Any other change in the Respondents, including but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

X.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and upon five (5) days' notice to Respondents made to their principal United States office, Respondents shall permit any duly authorized representative of the Commission:

A. Access, during office hours of Respondents and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondents relating to compliance with this Order, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of Respondent; and

B. To interview officers, directors, or employees of Respondents, who may have counsel present, regarding any such matters.

XI.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date the Order is issued.

By the Commission.

Donald S. Clark
Secretary

ISSUED:

SEAL

Schedule A Assets

1. Giant Store No. 351, located at 751 S Salisbury Boulevard, Salisbury, Maryland (Wicomico County).

Schedule B Assets

1. Hannaford Store No. 8008, located at 182 Summer Street, Kingston, Massachusetts (Plymouth County).

2. Hannaford Store No. 8018, located at 475 Hancock Street, Quincy, Massachusetts (Norfolk County).

3. Hannaford Store No. 8020, located at 10 Washington Street, Norwell, Massachusetts (Plymouth County).

4. Hannaford Store No. 8021, located at 7 Medway Road, Milford, Massachusetts (Worcester County).

5. Hannaford Store No. 8022, located at 434 Walpole Street, Norwood, Massachusetts (Norfolk County).

6. Hannaford Store No. 8286, located at 357 Broadway, Saugus, Massachusetts (Essex County).

7. Hannaford Store No. 8382, located at 25 Robert Drive, Easton, Massachusetts (Bristol County).

Schedule C Assets

Closing Group 1

1. Martin's Store No. 6499, located at 4591 S. Laburnum Avenue, Richmond, Virginia (Henrico County).

2. Martin's Store No. 6434, located at 2250 John Rolfe Parkway, Henrico, Virginia (Henrico County).

3. Martin's Store No. 6433, located at 10250 Staples Mill Road, Glen Allen, Virginia (Henrico County).

Closing Group 2

4. Martin's Store No. 6421, located at 3460 Pump Road, Henrico, Virginia (Henrico County).

5. Martin's Store No. 6435, located at 10150 Brook Road, Glen Allen, Virginia (Henrico County).

6. Martin's Store No. 6438, located at 13700 Hull Street Road, Midlothian, Virginia (Chesterfield County).

7. Martin's Store No. 6494, located at 3107 Boulevard, Colonial Heights, Virginia (Colonial Heights City).

Closing Group 3

8. Martin's Store No. 6429, located at 3522 West Cary Street, Richmond, Virginia (Richmond City).

9. Martin's Store No. 6439, located at 7035 Three Chopt Road, Richmond, Virginia (Henrico County).

10. Martin's Store No. 6498, located at 9645 West Broad Street, Glen Allen, Virginia (Henrico County).

Schedule C Assets (Continued)

Schedule C Additional Assets

1. Martin's Store No. 6491, located at 12601 Jefferson Davis Highway, Chester, Virginia (Chesterfield County).

2. Martin's Store No. 6492, located at 10001 Hull Street Road, Richmond, Virginia (Chesterfield County).

3. Martin's Store No. 6428, located at 7045 Forest Hill Avenue, Richmond, Virginia (Richmond City).

4. Martin's Store No. 6588, located at 200 Charter Colony Parkway, Midlothian, Virginia (Chesterfield County).

5. Martin's Store No. 6489, located at 253 N Washington Highway, Ashland, Virginia (Hanover County).

6. Martin's Store No. 6436, located at 5700 Brook Road, Richmond, Virginia (Henrico County).

Schedule D Assets

1. Food Lion Store No. 1241, located at 3611 E. Market Street, York, Pennsylvania (York County).

Schedule E Assets

1. Food Lion Store No. 362, located at 707 Fort Collier Road, Winchester, Virginia (Winchester City).

2. Food Lion Store No. 366, located at 2600 Valley Avenue, Winchester, Virginia (Winchester City).

3. Food Lion Store No. 626, located at 761 East Wilson Boulevard, Hagerstown, Maryland (Washington County).

4. Food Lion Store No. 733, located 249 Sunnyside Plaza Circle, Winchester, Virginia (Frederick County).

5. Food Lion Store No. 745, located at 609 K East Main Street, Purcellville, Virginia (Loudoun County).

6. Food Lion Store No. 994, located at 4170 Philadelphia Avenue, Chambersburg, Pennsylvania (Franklin County).

7. Food Lion Store No. 1059, located at 260 Remount Road, Front Royal, Virginia (Warren County).

8. Food Lion Store No. 1147, located at 18717 North Pointe Drive, Hagerstown, Maryland (Washington County).

9. Food Lion Store No. 1164, located at 409 North McNeil Road, Berryville, Virginia (Clarke County).

10. Food Lion Store No. 1180, located at 17718 Virginia Avenue, Hagerstown, Maryland (Washington County).

11. Food Lion Store No. 1189, located at 1140 Winchester Avenue, Martinsburg, West Virginia (Berkeley County).

12. Food Lion Store No. 1281, located at 190 Delco Plaza, Winchester, Virginia (Frederick County).

13. Food Lion Store No. 1489, located at 380 Fairfax Pike, Stephens City, Virginia (Frederick County).

14. Food Lion Store No. 1527, located at 875 Lincoln Way West, Chambersburg, Pennsylvania (Franklin County).

15. Food Lion Store No. 1663, located at 11105 Buchanan Trail, Waynesboro, Pennsylvania (Franklin County).

16. Food Lion Store No. 1683, located at 18360 College Road, Hagerstown, Maryland (Washington County).

17. Food Lion Store No. 2568, located at 1317 Old Courthouse Square, Martinsburg, West Virginia (Berkeley County).

18. Food Lion Store No. 2668, located at 159 Grocery Avenue, Winchester, Virginia (Frederick County).

Schedule F Assets

1. Stop & Shop Store No. 536, located at 6726 Route 9, Rhinebeck, New York (Dutchess County).

2. Stop & Shop Store No. 515, located at 271 Main Street, New Paltz, New York (Ulster County).

3. Stop & Shop Store No. 598, located at 1357 Route 9, Wappingers Falls, New York (Dutchess County).

4. Stop & Shop Store No. 434, located at 372 Timpany Boulevard, Gardner, Massachusetts (Worcester County).

5. Hannaford Store No. 8325, located at 1936 U.S. Route 6, Carmel, New York (Putnam County).

6. Hannaford Store No. 8368, located at 16 Jon J Wagner Way, LaGrange, New York (Dutchess County).

Schedule G Assets

Phase I Locations

1. Food Lion Store No. 488, located at 19287 Miller Road, Unit 14, Rehoboth Beach, Delaware (Sussex County).
2. Food Lion Store No. 784, located at 45315 Alton Lane, California, Maryland (St. Mary's County).
3. Food Lion Store No. 786, located at 10 Village Center Road, Reisterstown, Maryland (Baltimore County).
4. Food Lion Store No. 960, located at 24832 John J Williams Highway, Millsboro, Delaware (Sussex County).
5. Food Lion Store No. 1168, located at 100 Drury Drive, La Plata, Maryland (Charles County).
6. Food Lion Store No. 1187, located at 17600 Old National SW Pike, Frostburg, Maryland (Allegany County).
7. Food Lion Store No. 1210, located at 19 St. Mary's Square, Lexington Park, Maryland (St. Mary's County).
8. Food Lion Store No. 1289, located at 219 Marlboro Avenue, Easton, Maryland (Talbot County).
9. Food Lion Store No. 1315, located at 3261 Solomons Island Road, Edgewater, Maryland (Anne Arundel County).
10. Food Lion Store No. 1321, located at 215 Atlantic Avenue, Millville, Delaware (Sussex County).
11. Food Lion Store No. 1324, located at 6375 Monroe Avenue, Sykesville, Maryland (Carroll County).
12. Food Lion Store No. 1345, located at 16567 S. Frederick Road, Gaithersburg, Maryland (Montgomery County).
13. Food Lion Store No. 1356, located at 15789 Livingston Road, Accokeek, Maryland (Prince George's County).

14. Food Lion Store No. 1387, located at 12100 Central Avenue, Bowie, Maryland (Prince George's County).

15. Food Lion Store No. 1443, located at 13300 H G Trueman Road, Solomons, Maryland (Calvert County).

16. Food Lion Store No. 1477, located at 883 Russell Avenue, Gaithersburg, Maryland (Montgomery County).

17. Food Lion Store No. 1526, located at 750 Prince Frederick Boulevard, Prince Frederick, Maryland (Calvert County).

18. Food Lion Store No. 1529, located at 6551 Waterloo Road, Elkridge, Maryland (Howard County).

19. Food Lion Store No. 1535, located at 5715 Crain Highway, Upper Marlboro, Maryland (Prince George's County).

20. Food Lion Store No. 1549, located at 15300 Mcmullen Highway SW, Cumberland, Maryland (Allegany County).

21. Food Lion Store No. 2515, located at 20995 Point Lookout Road, Callaway, Maryland (St. Mary's County).

22. Food Lion Store No. 2535, located at 9251 Lakeside Boulevard, Owings Mills, Maryland (Baltimore County).

23. Food Lion Store No. 2565, located at 17232 N Village Main Boulevard, Lewes, Delaware (Sussex County).

24. Food Lion Store No. 2598, located at 5896 Robert Oliver Place, Columbia, Maryland (Howard County).

25. Food Lion Store No. 2606, located at 210 H G Trueman Rd, Lusby, Maryland (Calvert County).

Phase II Locations

26. Food Lion Store No. 250, located at 505 Meadowbrook Shopping Center, Culpeper, Virginia (Culpeper County).

27. Food Lion Store No. 358, located at 282 Deacon Road ,Suite 106, Fredericksburg, Virginia (Stafford County).

28. Food Lion Store No. 419, located at 10611 Courthouse Road, Fredericksburg, Virginia (Spotsylvania County).

29. Food Lion Store No. 450, located at 4153 Plank Road, Fredericksburg, Virginia (Spotsylvania County).

30. Food Lion Store No. 578, located at 905 Garrisonville Road, Stafford, Virginia (Stafford County).

31. Food Lion Store No. 1043, located at 515 Jefferson Davis Highway, Fredericksburg, Virginia (Fredericksburg City).

32. Food Lion Store No. 1166, located at 2612 Jefferson Davis Highway, Stafford, Virginia (Stafford County).

33. Food Lion Store No. 1177, located at 9801 Courthouse Road, Spotsylvania, Virginia (Spotsylvania County).

34. Food Lion Store No. 1235, located at 10601 Spotsylvania Avenue, Fredericksburg, Virginia (Spotsylvania County).

35. Food Lion Store No. 1243, located at 736 Warrenton Road, Fredericksburg, Virginia (Stafford County).

36. Food Lion Store No. 1567, located at 540 Culpeper Town Mall, Culpeper, Virginia (Culpeper County).

37. Food Lion Store No. 1579, located at 7100 Salem Fields Boulevard, Fredericksburg, Virginia (Spotsylvania County).

38. Food Lion Store No. 2583, located at 10871 Tidewater Trail, Fredericksburg, Virginia (Spotsylvania County).

EXHIBIT 2

Delaware

1. Food Lion Store No. 488, located at 19287 Miller Road, Unit 14, Rehoboth Beach, Delaware (Sussex County).
2. Food Lion Store No. 1321, located at 215 Atlantic Avenue, Millville, Delaware (Sussex County).
3. Food Lion Store No. 2565, located at 17232 N Village Main Boulevard, Lewes, Delaware (Sussex County).
4. Food Lion Store No. 960, located at 24832 John J Williams Highway, Millsboro, Delaware (Sussex County).

Maryland

1. Giant Store No. 351, located at 751 S Salisbury Boulevard, Salisbury, Maryland (Wicomico County).
2. Food Lion Store No. 1180, located at 17718 Virginia Avenue, Hagerstown, Maryland (Washington County).
3. Food Lion Store No. 1324, located at 6375 Monroe Avenue, Sykesville, Maryland (Carroll County).
4. Food Lion Store No. 1345, located at 16567 S. Frederick Road, Gaithersburg, Maryland (Montgomery County).
5. Food Lion Store No. 1356, located at 15789 Livingston Road, Accokeek, Maryland (Prince George's County).
6. Food Lion Store No. 1387, located at 12100 Central Avenue, Bowie, Maryland (Prince George's County).
7. Food Lion Store No. 1443, located at 13300 H G Trueman Road, Solomons, Maryland (Calvert County).
8. Food Lion Store No. 1477, located at 883 Russell Avenue, Gaithersburg, Maryland (Montgomery County).
9. Food Lion Store No. 1683, located at 18360 College Road, Hagerstown, Maryland (Washington County).
10. Food Lion Store No. 1526, located at 750 Prince Frederick Boulevard, Prince Frederick, Maryland (Calvert County).
11. Food Lion Store No. 1529, located at 6551 Waterloo Road, Elkridge, Maryland (Howard County).
12. Food Lion Store No. 1535, located at 5715 Crain Highway, Upper Marlboro, Maryland (Prince George's County).
13. Food Lion Store No. 784, located at 45315 Alton Lane, California, Maryland (St. Mary's County).
14. Food Lion Store No. 1549, located at 15300 Mcmullen Highway SW, Cumberland, Maryland (Allegany County).
15. Food Lion Store No. 2515, located at 20995 Point Lookout Road, Callaway, Maryland (St. Mary's County).

16. Food Lion Store No. 2535, located at 9251 Lakeside Boulevard, Owings Mills, Maryland (Baltimore County).
17. Food Lion Store No. 2598, located at 5896 Robert Oliver Place, Columbia, Maryland (Howard County).
18. Food Lion Store No. 2606, located at 210 H G Trueman Rd, Lusby, Maryland (Calvert County).
19. Food Lion Store No. 626, located at 761 East Wilson Boulevard, Hagerstown, Maryland (Washington County).
20. Food Lion Store No. 786, located at 10 Village Center Road, Reisterstown, Maryland (Baltimore County).
21. Food Lion Store No. 1168, located at 100 Drury Drive, La Plata, Maryland (Charles County).
22. Food Lion Store No. 1187, located at 17600 Old National SW Pike, Frostburg, Maryland (Allegany County).
23. Food Lion Store No. 1210, located at 19 St. Mary's Square, Lexington Park, Maryland (St. Mary’s County).
24. Food Lion Store No. 1289, located at 219 Marlboro Avenue, Easton, Maryland (Talbot County).
25. Food Lion Store No. 1315, located at 3261 Solomons Island Road, Edgewater, Maryland (Anne Arundel County).

Massachusetts

1. Hannaford Store No. 8008, located at 182 Summer Street, Kingston, Massachusetts (Plymouth County).
2. Hannaford Store No. 8018, located at 475 Hancock Street, Quincy, Massachusetts (Norfolk County).
3. Hannaford Store No. 8020, located at 10 Washington Street, Norwell, Massachusetts (Plymouth County).
4. Hannaford Store No. 8021, located at 7 Medway Road, Milford, Massachusetts (Worcester County).
5. Stop & Shop Store No. 434, located at 372 Timpany Boulevard, Gardner, Massachusetts (Worcester County).
6. Hannaford Store No. 8022, located at 434 Walpole Street, Norwood, Massachusetts (Norfolk County).
7. Hannaford Store No. 8286, located at 357 Broadway, Saugus, Massachusetts (Essex County).
8. Hannaford Store No. 8382, located at 25 Robert Drive, Easton, Massachusetts (Bristol County).

Pennsylvania

1. Food Lion Store No. 1241, located at 3611 E. Market Street, York, Pennsylvania (York County).
2. Food Lion Store No. 1527, located at 875 Lincoln Way West, Chambersburg, Pennsylvania (Franklin County).

3. Food Lion Store No. 1663, located at 11105 Buchanan Trail, Waynesboro, Pennsylvania (Franklin County).
4. Food Lion Store No. 994, located at 4170 Philadelphia Avenue, Chambersburg, Pennsylvania (Franklin County).

Virginia

1. Food Lion Store No. 362, located at 707 Fort Collier Road, Winchester, Virginia (Winchester City).
2. Martin's Store No. 6499, located at 4591 S. Laburnum Avenue, Richmond, Virginia (Henrico County).
3. Martin's Store No. 6498, located at 9645 West Broad Street, Glen Allen, Virginia (Henrico County).
4. Food Lion Store No. 1281, located at 190 Delco Plaza, Winchester, Virginia (Frederick County).
5. Food Lion Store No. 1489, located at 380 Fairfax Pike, Stephens City, Virginia (Frederick County).
6. 18. Food Lion Store No. 2668, located at 159 Grocery Avenue, Winchester, Virginia (Frederick County).
7. Food Lion Store No. 366, located at 2600 Valley Avenue, Winchester, Virginia (Winchester City).
8. Martin's Store No. 6434, located at 2250 John Rolfe Parkway, Henrico, Virginia (Henrico County).
9. Food Lion Store No. 250, located at 505 Meadowbrook Shopping Center, Culpeper, Virginia (Culpeper County).
10. Food Lion Store No. 358, located at 282 Deacon Road ,Suite 106, Fredericksburg, Virginia (Stafford County).
11. Food Lion Store No. 419, located at 10611 Courthouse Road, Fredericksburg, Virginia (Spotsylvania County).
12. Food Lion Store No. 450, located at 4153 Plank Road, Fredericksburg, Virginia (Spotsylvania County).
13. Martin's Store No. 6433, located at 10250 Staples Mill Road, Glen Allen, Virginia (Henrico County).
14. Food Lion Store No. 578, located at 905 Garrisonville Road, Stafford, Virginia (Stafford County).
15. Food Lion Store No. 1043, located at 515 Jefferson Davis Highway, Fredericksburg, Virginia (Fredericksburg City).
16. Food Lion Store No. 1166, located at 2612 Jefferson Davis Highway, Stafford, Virginia (Stafford County).
17. Food Lion Store No. 1177, located at 9801 Courthouse Road, Spotsylvania, Virginia (Spotsylvania County).
18. Food Lion Store No. 1235, located at 10601 Spotsylvania Avenue, Fredericksburg, Virginia (Spotsylvania County).
19. Food Lion Store No. 1243, located at 736 Warrenton Road, Fredericksburg, Virginia (Stafford County).

20. Food Lion Store No. 1567, located at 540 Culpeper Town Mall, Culpeper, Virginia (Culpeper County).
21. Food Lion Store No. 1579, located at 7100 Salem Fields Boulevard, Fredericksburg, Virginia (Spotsylvania County).
22. Food Lion Store No. 733, located 249 Sunnyside Plaza Circle, Winchester, Virginia (Frederick County).
23. Martin's Store No. 6421, located at 3460 Pump Road, Henrico, Virginia (Henrico County).
24. Food Lion Store No. 745, located at 609 K East Main Street, Purcellville, Virginia (Loudoun County).
25. Martin's Store No. 6435, located at 10150 Brook Road, Glen Allen, Virginia (Henrico County).
26. Martin's Store No. 6438, located at 13700 Hull Street Road, Midlothian, Virginia (Chesterfield County).
27. Food Lion Store No. 1059, located at 260 Remount Road, Front Royal, Virginia (Warren County).
28. Martin's Store No. 6494, located at 3107 Boulevard, Colonial Heights, Virginia (Colonial Heights City).
29. Food Lion Store No. 1147, located at 18717 North Pointe Drive, Hagerstown, Maryland (Washington County).
30. Martin's Store No. 6429, located at 3522 West Cary Street, Richmond, Virginia (Richmond City).
31. Food Lion Store No. 1164, located at 409 North McNeil Road, Berryville, Virginia (Clarke County).
32. Martin's Store No. 6439, located at 7035 Three Chopt Road, Richmond, Virginia (Henrico County).
33. Food Lion Store No. 2583, located at 10871 Tidewater Trail, Fredericksburg, Virginia (Spotsylvania County).

West Virginia

1. Food Lion Store No. 1189, located at 1140 Winchester Avenue, Martinsburg, West Virginia (Berkeley County).
2. Food Lion Store No. 2568, located at 1317 Old Courthouse Square, Martinsburg, West Virginia (Berkeley County).

EXHIBIT 3

Exhibit 3 Assets

Store No.	**Address**	**City**	**State**	**Proximate Publix Store**[1]
6491	12601 Jefferson Davis Hwy	Chester	VA	6494
6492	10001 Hull Street Rd	Richmond	VA	6438
6428	7045 Forest Hill Ave	Richmond	VA	N/A
6588	200 Charter Colony Pkwy	Midlothian	VA	6438
6489	253 N Washington Hwy	Ashland	VA	N/A
6436	5700 Brook Rd	Richmond	VA	6435

[1] Store number indicates current Martin's store location to be transferred to Publix.

EXHIBIT 4

1510175

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
Maureen K. Ohlhausen
Terrell McSweeny

In the Matter of **Koninklijke Ahold N.V.** **a corporation,** **and** **Delhaize Group NV/SA** **a public limited company.**	**Docket No. C-4588**

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed merger between Respondents Koninklijke Ahold N.V. ("Ahold") and Delhaize Group NV/SA ("Delhaize"), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts as set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission, having thereafter considered the matter and having determined that it had reason to believe that the Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having determined to accept the executed Consent Agreement and to place the Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, the Commission hereby issues its Complaint, makes the following jurisdictional findings, and issues this Order to Maintain Assets:

1. Respondent Koninklijke Ahold N.V. is a corporation organized, existing, and doing business under and by virtue of the laws of the Netherlands, with its office and principal place of business located at Provincialeweg 11, 1506 MA Zaandam, the Netherlands. Koninklijke Ahold N.V.'s principal U.S. subsidiary, Ahold U.S.A., Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Maryland, with its offices and principal place of business located at 1385 Hancock Street, Quincy, Massachusetts 02169.

2. Respondent Delhaize Group NV/SA is a public limited company (société anonyme/naamloze vennootschap) organized, existing, and doing business under and by virtue of the laws of Belgium, with its office and principal place of business located at Square Marie Curie 40, 1070 Brussels, Belgium, and its registered office at Ossenghemstraat 53, 1080, Brussels, Belgium. Delhaize Group NV/SA's principal U.S. subsidiary, Delhaize America, LLC, is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of North Carolina, with its offices and principal place of business at 2110 Executive Drive, Salisbury, North Carolina 28147.

3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

I.

IT IS ORDERED THAT, as used in this Order to Maintain Assets, the definitions used in the Consent Agreement and the Decision and Order shall apply. For purposes of this Order to Maintain Assets, the Assets To Be Divested under the Decision and Order include the Schedule C Additional Assets. In addition, "Supermarket To Be Maintained" means any Supermarket business identified as part of the Assets To Be Divested under the Decision and Order.

II.

IT IS FURTHER ORDERED THAT:

A. Respondents shall maintain the viability, marketability, and competitiveness of the Assets To Be Divested, and shall not cause the wasting or deterioration of the Assets To Be Divested. Respondents shall not cause the Assets To Be Divested to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber, or otherwise impair the viability, marketability, or competitiveness of the Assets To Be Divested. Respondents shall conduct or cause to be conducted the business of the Assets To Be Divested in the regular and ordinary course and in accordance with past practice (including regular repair and maintenance efforts) and shall use best efforts to preserve the existing relationships with suppliers, customers, employees, and others having business relations with the Assets To Be Divested in the ordinary course of business and in accordance with past practice.

B. Respondents shall not terminate the operation of any Supermarket To Be Maintained. Respondents shall continue to maintain the inventory of each Supermarket To Be Maintained at levels and selections consistent with those maintained by Respondents at such Supermarket in the ordinary course of business consistent with past practice. Respondents shall use best efforts to keep the organization and properties of each Supermarket To Be Maintained intact, including current business operations, physical facilities, working conditions, staffing levels, and a work force of equivalent size, training, and expertise associated with the Supermarket To Be Maintained, and shall not transfer store managers from any Supermarket To Be Maintained to any store that is not part of the Assets To Be Divested. Included in the above obligations, Respondents shall, without limitation:

1. Maintain all operations and departments, and not reduce hours, at each Supermarket To Be Maintained;

2. Not transfer inventory from any Supermarket To Be Maintained, other than in the ordinary course of business consistent with past practice;

3. Make any payment required to be paid under any contract or lease when due, and otherwise pay all liabilities and satisfy all obligations associated with each Supermarket To Be Maintained, in each case in a manner consistent with past practice;

4. Maintain the books and records of each Supermarket To Be Maintained;

5. Not display any signs or conduct any advertising (e.g., direct mailing, point-of-purchase coupons) that indicates that any Respondent is moving its operations at a Supermarket To Be Maintained to another location, or that indicates a Supermarket To Be Maintained will close;

6. Not conduct any “going out of business,” “close-out,” “liquidation,” or similar sales or promotions at or relating to any Supermarket To Be Maintained; and

7. Not change or modify in any material respect the existing pricing or advertising practices, programs, and policies for each Supermarket To Be Maintained, other than changes in the ordinary course of business consistent with past practice for Supermarkets of the Respondents not being closed, relocated, or sold.

Provided, however, that Respondents shall not be in violation of this Paragraph II. if Respondents take actions (i) as explicitly permitted or required by any Divestiture Agreement, or (ii) that have been requested or agreed-to by an Acquirer, in writing, and approved in advance by the Monitor (in consultation with Commission staff), in all cases to facilitate the Acquirer’s acquisition of Assets To Be Divested and consistent with the purposes of the Order.

III.

IT IS FURTHER ORDERED THAT:

A. Brad Wise shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondents, and attached as Appendix VIII ("Monitor Agreement") and Non-Public Appendix VIII-1 ("Monitor Compensation") to the Decision and Order. The Monitor is appointed to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order to Maintain Assets, the Decision and Order, and the Remedial Agreement(s);

B. No later than (1) day after the date the Merger is consummated, Respondents shall, pursuant to the Monitor Agreement, confer on the Monitor all rights, powers, and authorities necessary to permit the Monitor to monitor Respondents' compliance with the terms of this Order to Maintain Assets, the Decision and Order, and the Remedial Agreement(s), in a manner consistent with the purposes of the orders.

C. Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:

    1. The Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and related requirements of this Order to Maintain Assets, the Decision and Order, and the Remedial Agreement(s), and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the orders and in consultation with the Commission.

    2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

    3. The Monitor shall serve until the later of (a) one year from the date the Merger is consummated or (b) all divestiture obligations under Paragraphs II and IV of the Decision and Order have been satisfied.

D. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the ordinary course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondents' compliance with their obligations under this Order to Maintain Assets, the Decision and Order, and the Remedial Agreement(s).

E. Respondents shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondents' compliance with this Order to Maintain Assets, the Decision and Order, and the Remedial Agreement(s).

F. The Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have the authority to employ, at the expense of Respondents, such consultants,

accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

G. Respondents shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor. For purposes of this Paragraph III.G., the term "Monitor" shall include all persons retained by the Monitor pursuant to Paragraph III.F. of this Order to Maintain Assets.

H. Respondents shall report to the Monitor in accordance with the requirements of this Order to Maintain Assets or the Decision and Order, and as otherwise provided in the Monitor Agreement approved by the Commission. The Monitor shall evaluate the reports submitted by the Respondents with respect to the performance of Respondents' obligations under this Order to Maintain Assets and the Decision and Order. Within thirty (30) days from the date the Monitor receives the first such report, and every thirty (30) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under the orders.

I. Respondents may require the Monitor and each of the Monitor's consultants, accountants, and other representatives and assistants to sign a customary confidentiality agreement. *Provided, however,* that such agreement shall not restrict the Monitor from providing any information to the Commission.

J. The Commission may require, among other things, the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.

K. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:

1. The Commission shall select the substitute Monitor, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after the notice by the staff of the Commission to Respondents of the identity of any proposed Monitor, Respondents shall be deemed to have consented to the selection of the proposed Monitor.

2. Not later than ten (10) days after the appointment of the substitute Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all rights and powers necessary to permit the Monitor to monitor Respondents' compliance with the relevant terms of this Order to

Maintain Assets, the Decision and Order, and the Remedial Agreement(s) in a manner consistent with the purposes of the orders and in consultation with the Commission.

L. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order to Maintain Assets.

M. The Monitor appointed pursuant to this Order to Maintain Assets may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

IV.

IT IS FURTHER ORDERED THAT Respondents shall notify the Commission at least thirty (30) days prior to:

A. Any proposed dissolution of Respondents;

B. Any proposed acquisition, merger, or consolidation of Respondents; or

C. Any other change in the Respondents, including but not limited to assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order to Maintain Assets.

V.

IT IS FURTHER ORDERED THAT within thirty (30) days after this Order to Maintain Assets is issued, and every thirty (30) days thereafter until this Order to Maintain Assets terminates, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with all provisions of this Order to Maintain Assets. Respondents shall submit at the same time a copy of their reports concerning compliance with this Order to Maintain Assets to the Monitor. Respondents shall include in their reports, among other things that are required from time to time, a full description of the efforts being made to comply with this Order to Maintain Assets.

VI.

IT IS FURTHER ORDERED THAT, for the purpose of determining or securing compliance with this Order to Maintain Assets, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents made to their principal United States offices, Respondents shall permit any duly authorized representative of the Commission:

A. Access, during office hours of Respondents and in the presence of counsel, to all facilities, and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of Respondents relating to compliance with this

Order to Maintain Assets, which copying services shall be provided by Respondents at the request of the authorized representative(s) of the Commission and at the expense of Respondents; and

B. Upon five (5) days' notice to Respondents and without restraint or interference from Respondents, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding any such matters.

VII.

IT IS FURTHER ORDERED THAT this Order to Maintain Assets shall terminate at the earlier of:

A. Three (3) business days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or

B. With respect to each Supermarket To Be Maintained, the day after Respondents' (or a Divestiture Trustee's) completion of the divestiture of Assets To Be Divested related to such Supermarket, as described in and required by the Decision and Order (or, in the case of the Schedule C Additional Assets, the completion of the divestiture of the Schedule C Assets to Publix).

Provided, however, that if the Commission, pursuant to Paragraph II.B. of the Decision and Order, requires the Respondents to rescind any or all of the divestitures contemplated by any Divestiture Agreement, then, upon rescission, the requirements of this Order to Maintain Assets shall again be in effect with respect to the relevant Assets To Be Divested until the day after Respondents' (or a Divestiture Trustee's) completion of the divestiture(s) of the relevant Assets To Be Divested, as described in and required by the Decision and Order.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: July 22, 2016