

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

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

In the Matter of

**Koninklijke Ahold N.V.,
a corporation,**

and

**Delhaize Group NV/SA,
a public limited company.**

Docket No. C-4588

**DECISION AND ORDER
[Public Record Version]**

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, do not constitute violations of the Federal Trade Commission Act, and for the purpose of maintaining the public record of the Complaint and the Consent Agreement, 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, and having duly considered the comments received from interested persons, and having modified the Decision and Order in certain respects, 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

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.

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.,

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

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 Divestit12(y)20(w)2(i)-2(4(nt)-2)-2(10(up j)6(rl)-2(e)sim

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

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- 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

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)

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,

- 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.

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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. *Provided, however,* that prior approval of the Commission is not required if Supervalu sells or conveys, directly or indirectly, any or all of its interests in the Schedule E Assets to Donstekim Enterprises, LLC pursuant to and in accordance with the Shop 'N Save East, LLC Joint Venture Term Sheet attached to this Order as non-public Appendix IX. 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

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 on October 14, 2026.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: October 14, 2016

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,

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 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).

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.

APPENDIX I
Albertsons Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX II
Big Y Divestiture Agreement

APPENDIX III

Publix Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX IV

APPENDIX V

Supervalu Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX VI

Tops Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX VII

Weis Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX VIII
Monitor Agreement

APPENDIX IX

Shop 'N Save East, LLC Joint Venture Term Sheet

[Redacted From the Public Record Version, But Incorporated By Reference]