

9. At the Effective Date of the Merger:

(a) The separate existence of BI-LO shall cease, and the Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises, as well of a public as of a private nature, of each of the Constituent Corporations; and all the property, real, personal, and mixed, and all the debts due on whatever account, including all choses in action and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

(b) The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the merger had not taken place or the Surviving Corporation may be substituted in place of either Constituent Corporation. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be impaired by the merger.

10. If at any time after the Effective Date of the Merger the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of BI-LO acquired or to be acquired by reason of or as a result of the merger, the officers and directors of BI-LO in office immediately prior to the Effective Date of the Merger shall in the name and on behalf of BI-LO execute and deliver all such proper deeds, assignments and assurances in law and do all things