

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

-----X  
Civil No.: 1:03-MD-01539

IN RE ROYAL AHOLD N.V.  
SECURITIES & ERISA LITIGATION

ALL SECURITIES ACTIONS

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**ORDER CERTIFYING CLASS FOR PURPOSES OF SETTLEMENT,  
PRELIMINARILY APPROVING SETTLEMENT AND PROPOSED PLAN OF  
ALLOCATION, APPROVING FORM AND PLAN OF NOTICE, APPROVING THE  
NOTICE ADMINISTRATOR AND CLAIMS ADMINISTRATOR, AND SCHEDULING  
A SETTLEMENT FAIRNESS HEARING**

WHEREAS:

A. On November 27, 2005, the Public Employees' Retirement Association of Colorado ("COPERA") and Generic Trading of Philadelphia, LLC ("Generic Trading") (together, "Lead Plaintiffs"), on behalf of themselves and all persons and entities that purchased and/or received as a dividend Royal Ahold N.V. ("Ahold") common stock and/or American Depository Receipts ("ADRs") during the period from July 30, 1999 through February 23, 2003 (the "Class Period"), regardless of where they live or purchased their Ahold shares (the "Class" or the "Class Members"), and Ahold, on behalf of itself and the other Specified Defendants (as defined herein), entered into a settlement (the "Settlement") of the claims asserted in the above-captioned action (the "Action"), the terms of which are set forth in a November 27, 2005 Settlement Agreement (the "Agreement") and certain amendments thereto as discussed and agreed upon in Court on January 6, 2006, which will be reflected in an Amended Settlement Agreement (the "Amended Agreement").

B. The Settlement provides that Ahold will make a cash payment of \$1,100,000,000 (the "Settlement Fund") to pay the claims of Class Members, as well as attorneys' fees, costs, and expenses, in exchange for a full, complete and final settlement of all claims which have

been, might have been, are now or could be asserted against the following defendants in the Action (the “Specified Defendants”):

Ahold (as defined in the Amended Agreement): Ahold USA, Inc.; Ahold USA Holdings, Inc.; U.S. Foodservice, Inc.; Cees Van der Hoeven; Michiel Meurs; Henny de Ruiters; Cor Boonstra; James L. Miller; Mark Kaiser; Michael Resnick; Tim Lee; Robert G. Tobin; William J. Grize; Roland Fahlin; Jan G. Andreae; ABN AMRO Rothschild; ABN AMRO Holding N.V.; ABN AMRO Bank N.V.; The Goldman Sachs Group, Inc.; Goldman Sachs International; Goldman, Sachs & Co.; Merrill Lynch, Pierce, Fenner & Smith Inc.; Merrill Lynch & Co., Inc.; Merrill Lynch International; ING Bank; ING Groep N.V.; ING Bank N.V.; ING U.S. Financial Services; Rabo Securities N.V.; Rabobank International; Rabobank Nederland; Robeco Group; Rabobank; Kempen & Co. N.V.; Kempen & Co. Corporate Finance; Kempen & Co. Securities; and any other party that could have been named as a defendant in the Action, **except Deloitte & Touche Accountants and Deloitte & Touche LLP (together, “Deloitte”)** and each and all of the Specified Defendants’ immediate families, parent entities, associates, joint ventures, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, certificate holders, shareholders, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors and assigns, and any of their respective employees, agents, affiliates, or controlling persons, **other than Deloitte**.

C. Pursuant to the Agreement, the Settlement Fund and the interest earned thereon shall be the Gross Settlement Fund. Ahold will finance the Settlement Fund in two installments: (i) two thirds of the Settlement amount (\$733,333,333) will be funded into escrow within three business days following preliminary approval of the Settlement; and (ii) the remaining one third (\$366,666,667) will be funded into escrow within six months following final Court approval of the Settlement. Any interest earned on the amounts deposited as part of the Gross Settlement Fund shall become and remain part of the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, attorneys’ fees and expenses, and amounts, if any, paid to Royal Ahold pursuant to paragraph 23 of the Agreement (the “Net Settlement Fund”), shall be distributed to members of the Class who submit valid and acceptable Proof of Claim and Waiver and Release Forms, as described herein (“Authorized Claimants”).

D. Lead Plaintiffs, on behalf of themselves and the Class, and Ahold, on behalf of itself and the other Specified Defendants, have requested an Order pursuant to Fed. R. Civ. P. 23: (i) certifying the Class defined herein under Fed. R. Civ. P. 23(a) and (b)(3) for the purposes of the Settlement; (ii) preliminarily approving the Settlement pursuant to the terms and conditions of the Agreement; (iii) preliminarily approving the proposed Plan of Allocation; (iv) approving the proposed form of Notice and Notice Plan; (v) approving the proposed Notice Administrator and proposed Claims Administrator; and (vi) scheduling a hearing to consider whether to grant final approval of the Settlement and Lead Counsel's request for an award of attorneys' fees, costs, and expenses (the "Settlement Fairness Hearing"); and

E. This Court having read and considered: (i) the Agreement; (ii) the proposed Notice of Settlement of Class Action (the "Notice") and the Plan for the Dissemination of Worldwide Notice (the "Notice Plan"); (iii) the proposed Plan of Allocation; (iv) the proposed Proof of Claim and Waiver and Release (the "Proof of Claim"); (v) the [Proposed] Final Judgment and Order of Dismissal (the "Judgment"); and (vi) the pleadings and records on file, including Lead Plaintiffs' Motion for Class Certification, Appointment of Class Representatives and Appointment of Class Counsel (Docket No. 585) and all submissions related thereto, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. To the extent not otherwise defined herein, all capitalized terms shall have the meanings attributed to them in the Amended Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all parties to the Action, including all Class Members and all Defendants.

3. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), and for the purposes of the Settlement only, this action is hereby certified as a class action on behalf of the following Class:

All persons and entities who purchased and/or received as a dividend Royal Ahold N.V. common shares and/or American Depository Receipts from July 30, 1999 through February 23, 2003, regardless of where they live or where they purchased their Ahold shares. Excluded from the Class are: Royal Ahold N.V.; Ahold USA, Inc.; Ahold USA Holdings, Inc.; U.S. Foodservice, Inc.; Cees Van der Hoeven; Michiel Meurs; Henny de Ruiters; Cor Boonstra; James L. Miller; Mark Kaiser; Michael Resnick; Tim Lee; Robert G. Tobin; William J. Grize; Roland Fahlin; Jan G. Andrae; ABN AMRO Rothschild; ABN AMRO Holding, N.V.; ABN AMRO Bank N.V.; The Goldman Sachs Group, Inc.; Goldman Sachs International; Goldman, Sachs & Co.; Merrill Lynch & Co.; Inc., Merrill Lynch International; Merrill Lynch, Pierce, Fenner & Smith Inc.; ING Bank; ING Groep N.V.; ING Bank N.V.; ING U.S. Financial Services; Rabo Securities N.V.; Rabobank International; Rabobank Nederland; Rabobank; Robeco Group; Kempen & Co.; N.V.; Kempen & Co. Corporate Finance; Kempen & Co. Securities; Deloitte & Touche LLP; and Deloitte & Touche Accountants (the “Original Defendants”).

4. Solely for the purposes of the Settlement, the Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied in that: (i) the Class Members are so numerous that joinder of all Class Members is impracticable; (ii) there are questions of law and fact common to the Members of the Class; (iii) the claims of the Lead Plaintiffs and the other Proposed Class Representatives are typical of the claims of the Members of the Class; (iv) Lead Plaintiffs and the other Proposed Class Representatives will fairly and adequately represent the interests of the Class; (v) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual Class Members; and (vi) certifying the Class in this Action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Fed. R. Civ. P. 23, the Court appoints: Lead Plaintiff COPERA as a class representative for all purposes; Lead Plaintiff Generic Trading as a class representative for ADR purchasers; Itzehoer Aktien Club GbR (“IAC”) as an additional class representative for non-United States domiciled members of the Class; Union Asset Management Holding AG

(“Union”) as an additional class representative for Class Members who purchased shares in the September 2001 Global Offering; and Deka Investment GmbH (“Deka”) as an additional class representative for Class Members who purchased shares in the September 2001 Global Offering (collectively, the “Class Representatives”), as representatives of the Class for the purposes of the Settlement. Pursuant to Rule 23(g), the Court appoints Entwistle & Cappucci, LLP as counsel for the class (“Class Counsel”). Notice of this Order certifying the Class for the purposes of the Settlement shall be provided to all members of the Class, as detailed below.

6. The Settlement documented in the Agreement is hereby **PRELIMINARILY APPROVED** as appearing on its face to be fair, adequate and reasonable; to have been entered into in good faith, and at arms’ length; and to fall well within the range of possible final approval.

7. The Plan of Allocation of the Net Settlement Fund attached hereto as **Exhibit A** is hereby **PRELIMINARILY APPROVED** as appearing on its face to be fair, adequate and reasonable.

8. The Court hereby **APPROVES**: (i) the form of the Notice; (ii) the form of Summary Notice for publication (“Summary Notice”); and (iii) the form of Proof of Claim, which are attached to this Order as **Exhibits B, C, and D**. The Court further **APPROVES** the proposed Notice Plan, as set forth in the Affidavit of Todd B. Hilsee On International Settlement Notice Plan, dated December 19, 2005 (Docket No. 684). The Court finds that the form of Notice, the form of Summary Notice, and the Notice Plan satisfy the requirements of Fed. R. Civ. P. 23, due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all members of the Class.

9. The Court **APPROVES** Lead Plaintiffs’ selection of Hilsoft Notifications, d/b/a Hilsoft, Inc. (“Hilsoft”), who designed the form of Notice, the Form of Summary Notice, as well

as the Notice Plan, to serve as the notice administrator (the “Notice Administrator”) for the purposes of, among other things, translating the Notice and Summary Notice and other documents, placing the Summary Notice in appropriate media vehicles, and providing analyses of the overall effectiveness of the Notice Plan to the Court. In effectuating the Notice Plan, the Claims Administrator (defined below) shall coordinate its efforts with Todd Hilsee and other members of Hilsoft.

10. The Court **APPROVES** Lead Plaintiffs’ selection of The Garden City Group, Inc. to serve as claims administrator (the “Claims Administrator”) for the purposes of, among other things, effectuating the individual Mailed Notice (defined below) and website aspects of the Notice Plan, processing Proof of Claim forms, and distributing payments to Class Members from the Net Settlement Fund.

11. In substantially the same form as approved pursuant to this Order, the Notice (describing, among other things, the Settlement, Class Counsel’s application for an award of attorneys’ fees, costs, and expenses, and the Settlement Fairness Hearing, together with a cover page summarizing the information required by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), 15 U.S.C. §78u-4(a)(7)), the Proof of Claim and Plan of Allocation (collectively, the “Notice Documents”) shall be mailed as soon as practicable by first class mail, postage prepaid to the last known address of all Class Members and shall be completed as soon as practicable (the “Mailed Notice”). The Claims Administrator will promptly transmit the Mailed Notice to all persons that Nominees identify as potential Class Members. The documents included in the Mailed Notice shall be translated into different languages such that the Mailed Notice packages sent to particular countries include copies of the Notice Documents (i) in the official language of that particular country; and (ii) in English.

12. Within **ten (10) calendar days** of receiving this notice, Nominees who purchased Ahold common stock and/or ADRs during the Class Period are directed to: (i) send the Notice, the Plan of Allocation, and the Proof of Claim to all beneficial owners of Ahold common stock and/or ADRs; or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly send Mailed Notice to the identified beneficial owners. Additional copies of the Mailed Notice shall be made available to Nominees requesting them for the purpose of distribution to beneficial owners. Nominees who elect to send the Mailed Notice to beneficial owners shall do so within **ten (10) days** of receiving copies of the Mailed Notice for such purposes and shall promptly send a statement to the Claims Administrator confirming that the mailing was made as directed, and providing an accounting of the countries to which Mailed Notice was sent as well as an accounting of the shareholdings per country for persons and entities to whom the Nominee mailed the Mailed Notice. If the Nominees who elect to mail the Mailed Notice also provide a list of the names and addresses of the shareholders to whom Mailed Notice was sent, such lists shall be kept confidential by the Claims Administrator and/or Class Counsel. The Claims Administrator shall also request a statement of the countries in which the shareholders on the list reside together with an accounting of the shareholdings per country from Nominees who elect to provide lists of names and addresses of beneficial owners. Class Counsel shall, if requested, utilize the Notice Fund, described below, to reimburse bankers, brokerage houses or other Nominees, who return completed certifications, solely for their reasonable out-of-pocket expenses incurred in providing Mailed Notice to beneficial owners who are members of the Class, which expenses would not have been incurred except for the sending of such Mailed Notice, subject to further order of this Court with respect to any dispute concerning such compensation.

13. No later than **thirty (30) days** prior to the date set forth below for requesting exclusion from the Class, Class Counsel shall have caused the Notice Administrator to publish the Summary Notice at least twice, except as outlined in the Notice Plan, in the different publications in the various countries and languages described in the Notice Plan.

14. As soon as practicable after entry of this Order, Class Counsel shall cause the Notice Documents and other information concerning the Settlement to be posted in the different languages identified in the Notice Plan on the website to be managed by the Claims Administrator under the supervision of Class Counsel: [www.AholdSettlement.com](http://www.AholdSettlement.com). Ahold agrees to provide information concerning [www.AholdSettlement.com](http://www.AholdSettlement.com) on Ahold's website, [www.Ahold.com](http://www.Ahold.com). The Notice Documents, translated into one or more languages, will also be made available at the following websites: [www.Entwistle-Law.com](http://www.Entwistle-Law.com); [www.RoyalAholdSecuritiesLitigation.com](http://www.RoyalAholdSecuritiesLitigation.com); and may also be made available at [www.veb.net](http://www.veb.net).

15. As set forth in paragraph 3 of the Agreement, Ahold shall exert its best efforts to provide Class Counsel and the Claims Administrator with all information reasonably available to Ahold to help Class Counsel and the Claims Administrator identify Class Members for the purpose of providing copies of the Notice Documents by mail or by any other means. Such efforts shall include using commercially reasonable efforts to assist Class Counsel and the Claims Administrator in promptly obtaining the names and last known addresses of Class Members, and shall include all information available to Ahold from Taylor Rafferty and any other investor relations firms or services utilized by Ahold, including, but not limited to, the Shareholder Communications Channel.

16. At or before the Settlement Fairness Hearing, Class Counsel and/or the Claims Administrator shall file an affidavit attesting to the mailing of the Mailed Notice with the Court and attesting to the manner of execution of the other elements of the Notice Plan for which the

Claims Administrator was responsible. At or before the Settlement Fairness Hearing, the Notice Administrator shall file an affidavit attesting to the publication of the Summary Notice pursuant to the Notice Plan, and, to the extent possible, shall inform the Court as to the “reach” and any other quantitative and qualitative measures for determining the effectiveness of the overall Notice Plan.

17. Pursuant to paragraph 15 of the Agreement, Class Counsel may use up to \$8 million (\$8,000,000) of the Settlement Fund to pay for the expenses providing Notice to Class Members, soliciting the claims of Class Members, and otherwise undertaking such actions that are necessary to implement the Agreement (the “Notice Fund”).

18. Pursuant to Fed. R. Civ. P. 23(e), the Settlement Fairness Hearing is hereby **SCHEDULED** to be held before the Court on **June 16, 2006 at 10:00 a.m.**, in Courtroom 1-A at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201 for the following purposes:

(i) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(ii) to determine whether the Plan of Allocation is fair, reasonable, and adequate, and should be approved by the Court;

(iii) to determine whether a Final Judgment and Order of Dismissal should be entered dismissing the Action against the Specified Defendants with prejudice;

(iv) to consider whether Class Counsel’s application for an award of Attorneys’ Fees and expenses should be approved by the Court; and

(v) to rule upon such other matters as the Agreement or Amended Agreement contemplates, and as the Court may deem appropriate.

19. Class Counsel's papers in support of the Court's Final Approval of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and reimbursement of expenses, and entry of the Final Judgment and Order of Dismissal, together with all supporting materials, shall be filed **on or before May 12, 2006**. Copies of such materials shall be available for inspection at the Office of the Clerk of the Court, United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201.

20. Requesting Exclusion from the Class -- Any member of the Class who wishes to "opt-out" or request exclusion from the Class must send a letter by mail specifically stating that he/she/it wants to be excluded from the Settlement Class in the Action, *In re Royal Ahold Securities & ERISA Litigation*, Civil Action No. 1:03-MD-01539. The person requesting such exclusion must include his/her/its name, address, and telephone contact information. Further, the request for exclusion must be signed and must indicate the number of shares of Royal Ahold common stock and/or ADRs that the person requesting exclusion purchased during the Class Period as well as the number of shares that the person requesting exclusion sold during the Class Period. The exclusion request must be mailed or delivered so that it is received no later than **May 12, 2006** to:

Ahold Exclusions  
P.O. Box 9000 #6380  
Merrick, New York 11566-9000

Upon receiving a request for exclusion from the Class, the Claims Administrator shall promptly provide Class Counsel and counsel for Royal Ahold with information identifying: (i) the persons requesting exclusion; and (ii) the number of shares of Ahold common stock and/or ADRs purchased and sold by such persons during the Class Period. On or before **June 1, 2006**, the

Claims Administrator shall provide Class Counsel and counsel for Royal Ahold with a final report setting forth the information in (i) and (ii) of the preceding sentence.

21. **Objection to Settlement** -- Any member of the Class who wishes to object to the fairness or adequacy of the Settlement, to the Plan of Allocation, to any term of the Agreement or the Amended Agreement, to the application for an award of attorneys' fees and expenses, or to the proposed Final Judgment and Order of Dismissal may file an objection. An objector must file with the Court a statement of his, her, or its objection(s), specifying the reason(s), if any, for each objection made, including any legal support and/or evidence that such objector wishes to bring to the Court's attention or introduce in support of such objection on or before **May 12, 2006**. The objector must contemporaneously mail copies of the objection and all supporting law and/or evidence to Class Counsel and to counsel for Ahold at:

Class Counsel: Andrew J. Entwistle  
Johnston de F. Whitman, Jr.  
Entwistle & Cappucci LLP  
280 Park Avenue, 26<sup>th</sup> Floor West  
New York, New York 10017  
Tel: (212) 894-7200  
Fax: (212) 894-7272

Counsel for Ahold: Glenn M. Kurtz  
White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
Tel: (212) 819-8200  
Fax: (212) 354-8113

If any objection is prepared in a foreign language, the Notice Administrator shall promptly arrange for translations into English and will disseminate copies to the Court, Class Counsel, and counsel for Ahold. In the event that a Class Member or other interested party timely and properly files and serves a written objection, Class Counsel, counsel for Royal Ahold, and counsel for the Specified Defendants may file and serve materials responding to any such objection on or before **May 26, 2006**.

22. At the Settlement Fairness Hearing, the Court shall consider comments or objections to the Settlement, the Plan of Allocation, and the application for an award of Attorneys' Fees and Expenses, but only if such comments or objections and any supporting papers are timely filed with the United States District Court for the District of Maryland as described above in paragraph 21.

23. Persons wishing to speak at the Settlement Fairness Hearing must send a letter following the procedure set forth in the Notice attached hereto as **Exhibit B** so informing the Claims Administrator, who will provide copies to the Clerk of the Court, Class Counsel, and Counsel for Ahold.

24. Attendance at the Settlement Fairness Hearing is not necessary. However, persons wishing to be heard orally in opposition to approval of the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and reimbursement of expenses shall state their intention to appear at the Settlement Fairness Hearing in their written objection(s). Such persons must identify in their written objections the names of any witness they may call to testify, and any exhibits they intend to introduce into the evidence at the Settlement Fairness Hearing. **Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

25. Any member of the Class who does not object in the manner prescribed herein and in the Notice shall be deemed to have waived and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Plan of Allocation, the Order of Final Judgment and Dismissal, or Class Counsel's application for an award of attorneys' fees and reimbursement of expenses, unless otherwise ordered by the Court.

26. Pending final determination of whether the Settlement should be approved, the Plaintiffs, all members of the Class and the Plans, and/or anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any of the Specified Defendants.

27. In order to be entitled to participate in the Settlement, a Class Member must timely submit a valid Proof of Claim, substantially in the form annexed as **Exhibit D** hereto, to:

Ahold Claims  
P.O. Box 9000 #6378  
Merrick, New York 11566-9000

**To be valid and accepted, a Proof of Claim must be postmarked on or before August 18, 2006.** Any Class Member who does not timely submit a valid Proof of Claim shall not be

entitled to share in the Net Settlement Fund, except as specifically ordered by the Court, but nonetheless shall be barred and enjoined from asserting any of the Released Claims against the Specified Defendants, shall be deemed to waive all rights as provided in paragraph 20 of the Agreement, and shall be bound by any judgment or other determination of the Court affecting Class Members.

28. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall, under the supervision of Class Counsel, determine the extent, if any, to which each claim shall be allowed, subject to review by the Court.

29. Proof of Claim forms that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim, the Claims Administrator shall communicate with the person or entity that has submitted the Proof of Claim (the “Claimant”) in order to afford the Claimant the opportunity to remedy curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Class Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Proof of Claim form it proposes to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notification that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of paragraph 30 below.

30. If any Claimant whose claim has been rejected in whole or in part desires to contest the rejection, the Claimant must, within twenty (20) days after the date of mailing of the notification required in paragraph 29 above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant’s grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

31. The administrative determinations of the Claims Administrator accepting and rejecting claims shall be, on notice to Class Counsel and counsel for Ahold, presented to the Court for approval.

32. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of Fund A and/or Fund B of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim(s), as defined in the Plan of Allocation attached hereto as **Exhibit A**.

33. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing any Claimant's claim.

34. All Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Amended Agreement and the Settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Action and the releases provided for therein, and will be barred from bringing any action against the Specified Defendants concerning any of the Released Claims.

35. Neither the existence of the Agreement, Amended Agreement and/or the Settlement nor the provisions contained therein shall be deemed: (i) a presumption, concession or admission by any of the Specified Defendants of any wrongdoing, liability or default as to any facts or claims which were or could have been alleged or asserted in the Action or any other action or proceeding; or (ii) an admission of the infirmity of any claim against any of the

Specified Defendants or of an inability of Lead Plaintiffs to establish the liability of any of the Specified Defendants. The Agreement, the Amended Agreement, the Settlement and this Order are not intended to be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in any action or proceeding other than any proceedings as may be necessary to consummate or enforce the Agreement, the Amended Agreement, the Settlement or the Judgment.

36. The Court reserves the right to approve the Settlement with such modifications as may be agreed to by counsel to the Parties and without further notice to members of the Class.

37. In the event the Settlement is not approved by the Court, or such approval does not become final and the “Effective Date” (defined as the first day following the date on which the Final Judgment and Order of Dismissal is finally affirmed on appeal or the time for any petition for reargument, appeal or review, by *certiorari* or otherwise, has expired), does not occur, the Settlement shall become null and void and of no further force and effect, it shall not be used or referred to for any purpose whatsoever in this or any other proceeding. In such event, the Agreement, the Amended Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions as of **November 28, 2005**, and Royal Ahold shall have all rights set forth in paragraph 21 of the Agreement, including the right to return of the Settlement Fund and any interest earned thereon (less any amounts of the Settlement Fund expended pursuant to paragraphs 11 and 15 of the Agreement).

38. The Court hereby retains jurisdiction for purposes of implementing the Settlement, the Agreement, and the Amended Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION**

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IN RE ROYAL AHOLD SECURITIES  
AND "ERISA" LITIGATION

03-MD-01539-CCB

RELATED TO ALL  
SECURITIES ACTIONS

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**PLAN OF ALLOCATION OF NET SETTLEMENT FUND  
AMONG CLASS MEMBERS**

1. The One Billion and One Hundred Million Dollar (\$1,100,000,000) Cash Settlement Amount and the interest earned thereon shall be the Gross Settlement Fund. Ahold will pay the Cash Settlement Amount in two installments: two thirds of the Settlement amount (\$733,333,333) will be funded into escrow within three business days following preliminary court approval of the Settlement by the United States District Court for the District of Maryland; and the remaining one third (\$366,666,667) will be funded into escrow within six months following final Court approval of the Settlement. Any interest earned on the amounts deposited as part of the Gross Settlement Fund shall become and remain part of the Gross Settlement Fund.

2. The Gross Settlement Fund, less all taxes, approved costs, attorneys' fees and expenses, including the expenses of administering this Settlement (the "Net Settlement Fund"), shall be distributed to members of the Class who submit timely, valid and acceptable Proof of Claim Forms ("Authorized Claimants").

3. Ninety percent (90%) of the Net Settlement Fund ("Fund A"), will be available to pay claims for losses incurred by Authorized Claimants based upon shares of Royal Ahold common stock and/or ADRs that Authorized Claimants purchased or received as a dividend during the Class Period and continued to hold as of February 23, 2003 (the last day of the Class Period).

4. Ten percent (10%) of the Net Settlement Fund ("Fund B") will be available to pay claims for losses incurred by Authorized Claimants based upon shares of Royal Ahold common stock and/or ADRs that Authorized Claimants purchased or received as a dividend during the Class Period and sold at a loss prior to February 23, 2003 (the last day of the Class Period).

5. As described herein, the Claims Administrator shall determine each Authorized Claimant's *pro rata* share of Fund A and/or Fund B of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to this Plan of Allocation. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. All payments made to Authorized

Claimants from Fund A and/or Fund B of the Net Settlement Fund pursuant to this Plan of Allocation shall be made in United States Dollars (\$). For all purposes under this Plan of Allocation, the exchange rate of \$1.00 United States Dollar to €0.9271 in effect on February 21, 2003 (the last trading day of the Class Period) shall be utilized.

**Calculation of Recognized Claim for Shares of Ahold Common Stock and/or ADRs Purchased During the Class Period and Held As of February 23, 2003 (Shares Included in Fund A)**

6. For each share of Royal Ahold common stock purchased or received as a dividend during the Class Period that an Authorized Claimant continued to hold as of February 23, 2003 (the last day of the Class Period) and did not sell prior to May 25, 2003, the Recognized Claim shall be equal to the difference, if a positive number, between the Purchase Price Paid for such common stock (or, in the case of a dividend, the closing price on the day upon which such dividend was declared), including commissions and other charges, minus €3.97 per share of Ahold common stock (the average trading price of Ahold common stock for the 90-day period following the end of the Class Period). **NOTE:** if the Claimant did not incur a loss based upon the shares of Ahold common stock purchased during the Class Period and held as of February 23, 2003, then the Claimant shall have no Recognized Claim with respect to such common stock.

7. For each Ahold ADR purchased or received as a dividend during the Class Period that an Authorized Claimant continued to hold as of February 23, 2003 (the last day of the Class Period) and did not sell prior to May 25, 2003, the Recognized Claim shall be equal to the difference, if a positive number, between the Purchase Price Paid for such ADR (or, in the case of a dividend, the closing price on the day upon which such dividend was declared), including commissions and other charges, minus \$4.44 per Ahold ADR (the average trading price of Ahold ADRs for the 90-day period following the end of the Class Period). **NOTE:** if the Claimant did not incur a loss based upon the Ahold ADRs purchased during the Class Period and held as of February 23, 2003, then the Claimant shall have no Recognized Claim with respect to such ADRs.

8. For each share of Royal Ahold common stock and/or each Ahold ADR purchased or received as a dividend during the Class Period that an Authorized Claimant sold at a loss during the period from February 24, 2003 through May 25, 2003 (the 90-day Period after the end of the Class Period), the Recognized Claim shall be equal to the difference, if a positive number, between the Purchase Price Paid for such common stock and/or ADR (or, in the case of a dividend, the closing price on the day upon which such dividend was declared), including commissions and other charges, minus the price at which such common stock and/or ADR was sold during the period from February 24, 2003 through May 25, 2003. **NOTE:** if the Claimant did not incur a loss based upon the shares of Ahold common stock and/or ADRs purchased during the Class Period and sold during the period from February 24, 2003 through May 25, 2003, then the Claimant shall have no Recognized Claim with respect to such common stock and/or ADRs.

**Calculation of Recognized Claim for Shares of Ahold Common Stock and/or ADRs Purchased During the Class Period and Sold During the Class Period (Shares Included in Fund B)**

9. For each share of Royal Ahold common stock and/or each Ahold ADR purchased or received as a dividend during the Class Period that an Authorized Claimant sold at a loss prior to February 23, 2003 (the last day of the Class Period), the Recognized Claim shall be equal to the difference, if a positive number, between the Purchase Price Paid for such common stock and/or ADR (or, in the case of a dividend, the closing price on the day upon which such dividend was declared), including commissions and other charges, minus the price at which such common stock and/or ADR was sold on the open market during the Class Period. **NOTE:** if the Claimant did not incur a loss based upon the shares of Ahold common stock and/or ADRs purchased during the Class Period and sold prior to February 23, 2003, then the Claimant shall have no Recognized Claim with respect to such common stock and/or ADRs.

**Additional Recognized Claim Guidelines**

10. In the event that a Class Member made more than one purchase or sale of Royal Ahold common stock and/or ADRs, all purchases and sales shall be matched on a First In First Out (“FIFO”) basis. Class Period sales will be matched first against any Royal Ahold common stock and/or ADRs, respectively, held at the beginning of the Class Period and then against purchases during the Class Period in chronological order. A purchase or sale of Royal Ahold common stock and/or ADRs shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “Settlement” or “payment” date. The receipt or grant by gift, devise or operation of law of Royal Ahold common stock and/or ADRs during the Class Period shall not be deemed a purchase or sale of Royal Ahold common stock and/or ADRs for the calculation of an Authorized Claimant’s Recognized Claim, nor shall it be deemed an assignment of any claim relating to the purchase of such ADRs, unless specifically provided in the instrument of gift or assignment. The receipt of Royal Ahold common stock and/or ADRs during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Royal Ahold common stock and/or ADRs. The receipt of Ahold common stock and/or ADRs as a dividend shall be treated as a purchase made at the closing price on the day upon which such dividend was declared.

11. To the extent that a Claimant had a gain from his, her or its aggregate transactions in either: (i) shares of Royal Ahold common stock and/or ADRs that Authorized Claimants purchased or received as dividends during the Class Period and continued to hold as of February 23, 2003 (the last day of the Class Period) (Fund A); or (ii) shares of Royal Ahold common stock and/or ADRs that Authorized Claimants purchased or received as dividends during the Class Period and sold at a loss prior to February 23, 2003 (the last day of the Class Period) (Fund B), the value of the Recognized Claim applicable to such Fund will be zero.

12. Each authorized Claimant in Fund A shall be allocated a *pro rata* share of Fund A based on his, her or its Recognized Claim compared to the Total Recognized Claims of all Authorized Claimants in Fund A. The *pro rata* shares shall be determined by multiplying each

Authorized Claimant's "Recognized Claim" by a fraction, the numerator of which shall be the amount of Fund A and the denominator of which shall be the Total Recognized Claims of all Authorized Claimants in Fund A. Class Members who do not submit acceptable Proof of Claim forms will not share in the Settlement proceeds. Class Members who do not submit acceptable Proof of Claim forms will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

13. Each authorized Claimant in Fund B shall be allocated a *pro rata* share of Fund B based on his, her or its Recognized Claim compared to the Total Recognized Claims of all Authorized Claimants in Fund B. The *pro rata* shares shall be determined by multiplying each Authorized Claimant's "Recognized Claim" by a fraction, the numerator of which shall be the amount of Fund B and the denominator of which shall be the Total Recognized Claims of all Authorized Claimants in Fund B. Class Members who do not submit acceptable Proof of Claim Forms will not share in the Settlement proceeds. Class Members who do not submit acceptable Proof of Claim forms will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

14. If an Authorized Claimant purchased shares of Ahold common stock and/or Ahold ADRs in the offering of 80,500,000 shares of Ahold common stock and ADRs on or about September 6, 2001 (the "September 2001 Global Offering"), then such Authorized Claimant's Recognized Claim in Fund A and/or Fund B for such shares shall be adjusted upward by 30% (Amount of Recognized Claim x 1.3).

15. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in either Fund A or Fund B, by reason of un-cashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in either Fund A or Fund B one (1) year after the initial distribution of such funds shall be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive, based on their Recognized Claim, a *pro rata* share of at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering Fund A or Fund B for such re-distribution. If, six (6) months after such re-distribution, any funds remain in either Fund A or Fund B, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiffs' Lead Counsel and approved by the Court.

16. Plaintiffs, Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund or any portion thereof, the Plan of Allocation or the determination, administration, calculation, or payment of any Proof of Claim or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

**If you bought Royal Ahold N.V. stock  
before February 24, 2003,  
you could get a payment  
from a \$1.1 billion legal settlement.**

*A U.S. federal court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit about whether Royal Ahold N.V. misled investors by overstating earnings and revenues.
- The Settlement will provide USD \$1.1 billion plus interest to pay Royal Ahold investors who bought or received as a dividend the company's common stock and/or American Depository Receipts ("ADRs") from July 30, 1999 through February 23, 2003, as well as attorneys' fees and expenses.
- The Settlement will pay money to investors who submit valid claim forms; avoid costs and risks from continuing the lawsuit; and release certain defendants from future lawsuits based on the same facts.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. The only option that lets you sue the defendants who settled, about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don't like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Catherine C. Blake of the United States District Court for the District of Maryland is overseeing this class action. The case is known as *In re Royal Ahold Securities and “ERISA” Litigation*, MDL 1539.

The people who sued are called Plaintiffs. The companies and people they sued, Royal Ahold N.V. (“Ahold”), Ahold USA, Inc., Ahold USA Holdings, Inc., U.S. Foodservice, Inc., Cees Van der Hoeven, Michiel Meurs, Henny de Ruiter, Cor Boonstra, James L. Miller, Mark Kaiser, Michael Resnick, Tim Lee, Robert G. Tobin, William J. Grize, Roland Fahlin, Jan G. Andreae, ABN AMRO Rothschild, ABN AMRO Holding N.V., ABN AMRO Bank N.V., The Goldman Sachs Group, Inc., Goldman Sachs International, Goldman, Sachs & Co., Merrill Lynch & Co., Inc., Merrill Lynch International, Merrill Lynch, Pierce, Fenner & Smith Inc., ING Bank, ING Groep N.V., ING Bank N.V., ING U.S. Financial Services, Rabo Securities N.V., Rabobank International, Rabobank Nederland, Rabobank, Robeco Group, Kempen & Co. N.V., Kempen & Co. Corporate Finance, Kempen & Co. Securities, Deloitte & Touche Accountants, and Deloitte & Touche LLP are called the Defendants. All Defendants other than Deloitte & Touche Accountants and Deloitte & Touche LLP are called the “Specified Defendants.”

### 2. What is this lawsuit about?

On February 24, 2003, Royal Ahold announced that it had inflated earnings by at least \$500 million. The Company reported that these overstatements of earnings occurred based on conduct at Ahold’s wholly-owned subsidiary, U.S. Foodservice, Inc. On February 24, 2003, Ahold also informed investors that Ahold would restate its previously announced revenues because it had improperly reported revenues consolidated from certain joint ventures. Following Ahold’s February 24, 2003 announcement, the value of Ahold common stock and ADRs declined in value by more than 60%. According to the class action “Complaint” filed by the Lead Plaintiffs (see below), Ahold eventually announced restatements exceeding \$24 billion in revenues and \$1.1 billion in income. The Complaint alleged that the Defendants’ conduct presented a misleading financial picture of Ahold to investors, and artificially inflated the price of Ahold’s common stock and ADRs.

### 3. Why is this a class action?

In a class action, one or more people or entities called Plaintiffs—in this case the “Lead” Plaintiffs are the Public Employees’ Retirement Association of Colorado (“COPERA”) and Generic Trading of Philadelphia, LLC (“Generic Trading”)—assert legal claims on behalf other people and entities with similar legal claims. The Lead Plaintiffs and, eventually, Class Representatives (in this case, COPERA, Generic Trading, Itzehoer Atkien Club GbR, Union Asset Management Holding AG, and Deka Investment GmbH), sue on behalf of others who have similar claims. All of these people together are referred to as the “Class” or as “Class Members.” One Court resolves the issues for all Class Members.

#### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. The parties disagree on both liability and the amount of damages per share that could be won if the Plaintiffs had won a trial. The Defendants also challenge Plaintiffs' damage theories and calculations. But there was no trial, and both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Lead Plaintiffs, the Class Representatives, and the attorneys think the Settlement is best for all Class Members. The Defendants deny that they did anything wrong, and the Settlement is neither an admission of wrongdoing nor an indication that any law was violated. Note: Deloitte & Touche Accountants and Deloitte & Touche LLP are not included in the Settlement.

## WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

#### 5. How do I know if I am part of the Settlement?

Judge Blake decided that everyone who fits the following description is a Class Member: *All persons and entities who purchased or received as dividends Royal Ahold N.V. common shares and/or American Depository Receipts ("ADRs") from July 30, 1999 through February 23, 2003, regardless of where such persons live or purchased their shares of Royal Ahold.*

#### 6. Are there exceptions to being included?

You are not a Class Member if you did not buy or receive as a dividend Royal Ahold stock and/or ADRs (for example if you got the stock through a merger and did not buy it directly, you are not included).

All of the people and entities listed as Defendants in question 1 are not Class Members.

#### 7. What is an American Depository Receipt ("ADR")?

An ADR is a U.S. certificate representing ownership of shares in a non-U.S. corporation. ADRs are quoted and traded in U.S. dollars in the U.S. securities market.

#### 8. I'm still not sure if I'm included.

If you are not sure whether you are a Class Member, you may call toll free (See question 26) with questions or visit [www.AholdSettlement.com](http://www.AholdSettlement.com). You may also write your questions to Ahold Claims Administrator, PO Box 9000 #6378, Merrick, NY 11566-9000, USA. You may contact your broker to see if you bought or received as a dividend Royal Ahold common stock and/or ADRs from July 30, 1999 through February 23, 2003.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 9. What does the Settlement provide?

A USD \$1.1 billion cash Settlement Fund will be established and will earn interest. The Settlement Fund will be divided into two parts (Fund A and Fund B):

- Fund A (90% of the Settlement Fund) is for shares bought or received as a dividend anytime from July 30, 1999 through February 23, 2003, and held until February 23, 2003 (about 655 million shares); and
- Fund B (10% of the Settlement Fund) is for shares bought or received as a dividend anytime from July 30, 1999 through February 23, 2003, but sold at a loss before February 23, 2003 (about 276 million shares, which may have been bought and sold more than once during that period).

After deducting attorneys' fees, their expenses, and the costs of administering the Settlement, the Net Settlement Fund will be distributed to Class Members who submit valid claim forms.

### 10. How much will my payment be?

The exact amount of your payment will be made according to a Court-approved Plan of Allocation (included with this Notice). Your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members send in, how many shares of Ahold stock you bought or received as a dividend, and when you bought or received them and when you sold them. If every eligible Class Member sends in a valid claim form, the average payment will be about \$1.51 per share for each of the shares in Fund A, and about 40 cents per share for each of the shares in Fund B, assuming the Fund B shares traded only once during the time period above. The Claims Administrator will calculate your exact payment for you based on your claim form. All payments made will be made in United States Dollars. The exchange rate of USD \$1.00 to euro €0.9271, in effect on Friday, February 21, 2003, will be used.

### 11. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will be releasing Ahold and the other Defendants who settled, for all the claims identified in Sections 18-20 of the Settlement Agreement. These are called "Released Claims." The Settlement Agreement is available at [www.AholdSettlement.com](http://www.AholdSettlement.com). The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

## HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

### 12. How can I get a payment?

To get a payment, you must send in a claim form. A claim form is contained in this Notice package. You may also get a claim form at [www.AholdSettlement.com](http://www.AholdSettlement.com). Read the instructions, fill out the form, include all the documents the claim form asks for, sign it, and mail it postmarked no later than **August 18, 2006** to:

QUESTIONS? CALL TOLL FREE (SEE QUESTION 26) OR VISIT [WWW.AHOLDSETTLEMENT.COM](http://WWW.AHOLDSETTLEMENT.COM)

Ahold Claims  
PO Box 9000 #6378  
Merrick, NY 11566-9000  
USA

### 13. When would I get my payment?

Payments will be mailed to Class Members after the Court grants “final approval” of the Settlement, after any appeals are resolved, and after the claims administration process has been completed. Send in your claim form by **August 18, 2006**. The Court is scheduled to consider final approval at a hearing on **June 16, 2006** (See section called “The Court’s Fairness Hearing” below). If there are no appeals, it is estimated that payments will be made within approximately 12 months after the Court’s final approval of the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this Settlement, but you want to keep the right to sue the Defendants who settled, on your own, about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself, or is sometimes referred to as “opting out.”

### 14. If I exclude myself, can I get money from this Settlement?

**No.** If you exclude yourself, do not send in a claim form to request a payment. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. But you may sue the Defendants who settled this case on your own in the future. You will not be bound by anything that happens in this lawsuit.

### 15. If I don’t exclude myself, can I sue later?

**No.** Unless you exclude yourself, you give up the right to sue the Defendants who settled, for the legal claims that this Settlement resolves. You must exclude yourself from *this* Class to start your own lawsuit. Remember, the exclusion deadline is **May 12, 2006**.

### 16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *In re Royal Ahold Securities and “ERISA” Litigation*. Be sure to include the case number (MDL 1539), your name, address, telephone number, your signature, the number of shares of Royal Ahold common stock and/or ADRs you bought or received as a dividend from July 30, 1999 through February 23, 2003, and the number of shares you sold during that time period. You must mail your exclusion request postmarked no later than **May 12, 2006** to:

Ahold Exclusions  
PO Box 9000 #6380  
Merrick, NY 11566-9000  
USA

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

In November 2003, the Court appointed the law firm of Entwistle & Cappucci LLP, 280 Park Avenue, 26<sup>th</sup> Floor West, New York, NY, 10017, USA, to serve as Lead “Class Counsel.” You will not be charged any money by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 18. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 15% of the Settlement fund (18 cents per share) to them for attorneys' fees, plus up to \$4.8 million for their expenses. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. The Court may award less than these amounts. Class Counsel will distribute attorneys' fees to certain other law firms that assisted them in the prosecution of this case.

### 19. What work did the lawyers perform for me?

In addition to negotiating and obtaining this Settlement for Class Members, prior to reaching the Settlement, Plaintiffs' Lead Counsel had, among other things: (1) conducted a multinational investigation; (2) filed a 430-page Consolidated Amended Securities Class Action Complaint (the “Complaint”) setting forth the Class Members' Claims; (3) reviewed and analyzed more than 15 million pages of documents and interview materials; (4) filed and responded to several thousand pages of legal arguments pertaining to the prosecution of Lead Plaintiffs' claims on behalf of the Class; (5) intervened in legal proceedings conducted in the Netherlands before the Enterprise Chamber of the Amsterdam Court of Appeals; and (6) submitted extensive briefing on the issue of Class Certification, pursuant to which Lead Plaintiffs argued to the Court that the Class should include all persons who purchased Ahold common stock and/or American Depository Receipts, regardless of where such people live or purchased their shares. The Settlement was reached while Lead Plaintiffs' Motion for Class Certification was pending, and the Defendants had raised numerous arguments contesting the Court's ability to include investors located outside the United States in the Class.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it, including the Plan of Allocation, and/or the attorneys' fees and expenses.

### 20. How do I tell the Court if I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *In re Royal Ahold Securities and “ERISA” Litigation*. Be sure to include the case number (MDL 1539), your name, address, telephone number, your signature, the number of shares of Royal Ahold common stock and/or ADRs you bought or received as a dividend from July 30, 1999 through February 23, 2003, the number of shares you sold during that time period, and the reasons you object to the Settlement. If you intend to present evidence

at the Fairness Hearing you must include the identity of any witnesses that may testify and any exhibits you want to introduce into evidence. Mail the objection to the following addresses postmarked no later than **May 12, 2006**:

<b>CLERK OF THE COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of the Court United States District Court for the District of Maryland 101 W. Lombard St. Baltimore, MD 21201 USA	Andrew J. Entwistle Johnston de F. Whitman, Jr. Entwistle & Cappucci LLP 280 Park Avenue, 26th Floor West New York, NY 10017 USA Tel: (212) 894-7200 Fax: (212) 894-7272	Glenn M. Kurtz White & Case LLP 1155 Avenue of the Americas New York, NY 10036 USA Tel: (212) 819-8200 Fax: (212) 354-8113

### **21. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to consider whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

### **22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 10:00 a.m. on **June 16, 2006**, in Courtroom 1-A at the United States District Court for the District of Maryland, 101 W. Lombard St., Baltimore, Maryland, USA. At this Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Blake will listen to people who have asked to speak at the Hearing. The Court may also decide how much to pay Class Counsel. We do not know how long these decisions will take. The Hearing may be moved to a different date without additional notice, so it is a good idea to check [www.AholdSettlement.com](http://www.AholdSettlement.com) for updated information.

### **23. Do I have to come to the Hearing?**

No. Class Counsel will answer the questions Judge Blake may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### **24. May I speak at the Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Royal Ahold Securities and "ERISA"*

*Litigation.*” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **May 12, 2006**, and must be sent to the addresses listed in question 20. You cannot speak at the Hearing if you excluded yourself.

## IF YOU DO NOTHING

### 25. What happens if I do nothing at all?

If you do nothing, you'll get no money from this Settlement. And, unless you exclude yourself, you won't be able to sue the Defendants who settled this case, about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 26. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and a claim form at [www.AholdSettlement.com](http://www.AholdSettlement.com). You may also write with questions to Ahold Claims Administrator at [questions@AholdSettlement.com](mailto:questions@AholdSettlement.com), PO Box 9000 #6378, Merrick, NY 11566-9000 or contact the Claims Administrator by telephone:

COUNTRY	TOLL FREE NUMBER
Australia	00 800 1020 4060
Austria	00 800 1020 4060
Belgium	00 800 1020 4060
Canada	1 888 410 0027
Denmark	00 800 1020 4060
England	00 800 1020 4060
Finland	00 800 1020 4060
France	00 800 1020 4060 (France Telecom)
	40 800 1020 4060 (TELE 2)
	50 800 1020 4060 (Omnicom)
	70 800 1020 4060 (Le 7 Cegetel)
	90 800 1020 4060 (9 Telecom)
Germany	00 800 1020 4060
Hong Kong	00 800 1020 4060
Ireland	00 800 1020 4060
Italy	00 800 1020 4060
Japan	00 800 1020 4060
Liechtenstein	809 2288, then when prompted enter 800 467 8208
Luxembourg	00 800 1020 4060
Netherlands	00 800 1020 4060
Norway	00 800 1020 4060

**QUESTIONS? CALL TOLL FREE (SEE QUESTION 26) OR VISIT [WWW.AHOLDSETTLEMENT.COM](http://WWW.AHOLDSETTLEMENT.COM)**

Portugal	00 800 1020 4060
Scotland	00 800 1020 4060
Singapore	001 800 1020 4060 (Singtel IDD)
	002 800 1020 4060 (MobileONE IDD)
	008 800 1020 4060 (Starhub IDD)
	013 800 1020 4060 (Singtel Budget Call)
	018 800 1020 4060 (Starhub I-Call)
019 800 1020 4060 (Singtel V019)	
Spain	00 800 1020 4060
Sweden	00 800 1020 4060
Switzerland	00 800 1020 4060
United States	1 888 410 0027

From any other country, you may place a toll call to the Claims Administrator in the U.S. by calling +1-941-906-4864.

## INFORMATION FOR BROKERS AND OTHER NOMINEES

### 27. What if I bought or received as a dividend Ahold shares for a beneficial owner?

If you bought or received as a dividend Ahold common stock and/or ADRs from July 30, 1999 to February 23, 2003 as a nominee for a beneficial owner, the Court has directed that, **within ten (10) days after you receive this Notice**, you must either:

(1) provide a list to the Claims Administrator of the name and last known address for each beneficial owner; OR

(2) request additional copies of the Notice and accompanying documents (“Notice Packets”) and send them by first class mail to all beneficial owners within ten (10) days after receiving the Notice Packets. Your request should include the languages and for what countries you will need Notice Packets. You can request Notice Packets online at [www.AholdSettlement.com](http://www.AholdSettlement.com).

If you verify and provide details about your assistance with either of these options, you may be reimbursed from the Settlement Fund for the actual expense you incur to send the Notice Packets, including postage and/or the cost of determining the names and addresses of beneficial owners. The Claims Administrator will send you a form for the verification. Send any requests for reimbursement, along with appropriate supporting documentation, to: Ahold Claims Administrator, PO Box 9000 #6378, Merrick, NY 11566-9000, USA or visit [www.AholdSettlement.com](http://www.AholdSettlement.com).

# If you bought Royal Ahold N.V. stock before February 24, 2003, you could get a payment from a \$1.1 billion legal settlement.

A settlement has been reached in a class action lawsuit about the price of Royal Ahold N.V. stock. The Settlement provides USD \$1.1 billion to pay Royal Ahold investors who bought or received as a dividend the company's common stock or American Depository Receipts from July 30, 1999 through February 23, 2003, as well as attorneys' fees and expenses.

If you're included, you may send in a claim form to ask for a payment, or you can exclude yourself or object. The United States District Court for the District of Maryland authorized this notice to investors around the world, and will hold a hearing to decide whether to approve the Settlement, so that payments can be made to people with valid claims. You can get a detailed notice at the website or by calling the phone number below.

## WHO'S INCLUDED?

You are a Class Member if you bought, or received as a dividend, shares of Ahold common stock or American Depository Receipts (ADRs) from July 30, 1999 through February 23, 2003, regardless of where you live or bought shares of Royal Ahold. If you're not sure whether you are included, call or visit the website below.

## WHAT IS THIS CASE ABOUT?

The lawsuit against Royal Ahold and numerous co-defendants (see the detailed notice) alleged that Ahold misrepresented earnings and revenues between July 30, 1999 and February 23, 2003, and when this was announced, the value of Ahold stock declined by more than 60%. Ahold eventually restated more than \$24 billion in revenues and \$1.1 billion in income.

The defendants deny that they did anything wrong, and the Settlement is neither an admission of wrongdoing nor an indication that any law was violated. The Court did not decide which side was right. The two sides disagree on how much money could have been won at a trial. Instead, the Settlement resolves the case against Ahold and others, and will pay money to Class Members.

## WHAT DOES THE SETTLEMENT PROVIDE?

Ahold agreed to create a cash Settlement Fund of \$1.1 billion plus interest to pay valid claims and attorneys' fees, costs and expenses. A Settlement Agreement, available at the

website below, describes the details about the Settlement.

The Settlement Fund will be divided into two parts (Fund A and Fund B). Your payment will depend on the number of valid claim forms that Class Members send in, how many shares of Royal Ahold stock you bought or received as a dividend, and when you bought and sold them. If every eligible Class Member sends in a valid claim form, the average payment will be about \$1.51 per share for each of the shares of common stock or ADRs involved in Fund A and about 40 cents per share for each of the shares involved in Fund B.

## HOW DO YOU ASK FOR A PAYMENT?

Call or go to the website to get a claim form. Or, mail in the request below and a notice package and claim form will be sent to you. If you believe you are a Class Member, fill out the claim form and mail it postmarked by **August 18, 2006**.

## WHAT ARE YOUR OTHER OPTIONS?

If you don't want to be legally bound by the Settlement, you must exclude yourself by **May 12, 2006**, or you won't be able to sue the defendants who settled, about the legal claims in this case ever again. If you exclude yourself, you will not get money from the Settlement. If you stay in the Settlement, you may object to it by **May 12, 2006**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in this case (*In re Royal Ahold Securities and "ERISA" Litigation*, MDL 1539) on **June 16, 2006**, to consider whether to approve the Settlement and a request by the lawyers representing Class Members (Entwistle & Cappucci LLP, of New York) for up to 15% of the Settlement Fund (18 cents per share) for attorneys' fees, plus up to \$4.8 million for their expenses. These fees and expenses are the lawyers' compensation for investigating the facts, litigating the case and negotiating the Settlement. You may ask to appear at the hearing, but you don't have to. To learn more, call toll free, go to the website, or write to Ahold Claims, P.O. Box 9000 #6378, Merrick, NY 11566-9000, USA.

**1-888-410-0027**  
**www.AholdSettlement.com**





YOUR FAILURE TO SUBMIT YOUR CLAIM BY AUGUST 18, 2006 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

1. I purchased, and/or received as a dividend, the common stock and/or ADRs of Royal Ahold during the period from July 30, 1999 through February 23, 2003 (the "Class Period"). (Do not submit this Proof of Claim if you did not purchase, or receive as a dividend, Royal Ahold common stock and/or ADRs during this period.)

2. By submitting this Proof of Claim, I state that I believe in good faith that I am a Class Member as defined herein and in the Notice of Proposed Settlement (the "Notice"), or am acting for such person; that I am not a Defendant in the Action; that I have read and understand the Notice; and that I believe that I am entitled to receive a share of the Net Settlement Fund. (If you are acting in a representative capacity on behalf of a Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I have set forth, where requested below, all relevant information with respect to each purchase of Royal Ahold common stock and/or ADRs during the Class Period, and each sale, if any, of such securities. I have indicated each purchase and sale price in the appropriate currency. I agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.

4. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements or other documents evidencing each purchase, sale or retention of Royal Ahold common stock and/or ADRs listed below in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

5. I understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information.)

6. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1(888) 410-0027 or visit [www.AholdSettlement.com](http://www.AholdSettlement.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

7. Upon the occurrence of the Effective Date, all "Released Claims" against each of the "Specified Defendants" (as those terms are defined below) shall be released.

#### **Release, Covenant Not to Sue and Waiver**

A. **Releases.** By operation of the Judgment, upon the Effective Date, the Released Claims against each and of the Specified Defendants shall be fully, finally and forever compromised, settled, extinguished,



dismissed, discharged, waived, and released with prejudice, without costs. Each and every Class Member, whether or not such person submits a Proof of Claim or otherwise shares in the Settlement Fund, will be deemed by the Judgment to fully, finally and forever compromise, settle, extinguish, dismiss, discharge, waive, and release with prejudice the Specified Defendants from any and all of the Released Claims.

**B. Covenant Not To Sue and Fee Shift.** By operation of the Judgment, upon the Effective Date, each and every Class Member shall be forever barred and enjoined from seeking to establish liability, soliciting or assisting non-parties to bring claims based upon, relating to, or arising out of the Released Claims and/or the transactions and occurrences referred to in Plaintiffs' Complaint, as amended, or in any other pleadings filed in the Action (including, without limitation, any claim or action seeking indemnification and/or contribution, however denominated) against any of the Specified Defendants. Any Class Member that breaches this covenant not to sue shall be liable to Ahold for any and all claims, damages, costs (including the cost of investigation, attorneys' fees, and any other costs and expenses) relating to the breach of the covenant not to sue.

**C. Waiver of Rights.** By operation of the Judgment, upon the Effective Date, each and every Class Member expressly waives and shall be deemed to expressly waive and fully, finally, and forever settle and release, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

(i) Such waiver shall include any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

or by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

(ii) Notwithstanding anything to the contrary contained in this Proof of Claim and Waiver and Release, Class Members shall exclude from the dollar amount collectable against any Person in the Action or in any legal proceedings regarding the matters in any way related to the Released Claims an amount equal to the greater of the percentage of allocable fault or the amount of such judgment for which any of the Specified Defendants would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification under the federal, state or local laws of the United States or foreign law, if any, including under article 6:14 of the Dutch Civil Code. The Class Members agree that the undertaking set forth in this Paragraph is not only for the benefit of the Specified Defendants, but also for the benefit of any person against whom any such judgment is entered in the Action and that this undertaking may be enforced by any such person as a third-party beneficiary hereof. This Paragraph is a third-party stipulation in favor of Deloitte within the meaning of article 6:253 of the Dutch Civil Code.

(iii) Each Class Member agrees to require, as a condition of any settlement of any claim they may have or may obtain in the future against Deloitte, a full and final release and discharge of any claim that Deloitte may have or may ever have against Ahold or the Specified Defendants relating in any way to the Released Claims, including any claim for attorneys' fees or costs.

**D. Definitions.** For the purposes this section, the following definitions apply. (Other defined terms have the meanings given in the Settlement Agreement.)



(i) "Action" means the securities action captioned, In re Royal Ahold N.V. Securities & ERISA Litigation, Civil No. 1:03-MD-01539, pending in the United States District Court for the District of Maryland, a multidistrict consolidated class action, and each class action brought on behalf of Royal Ahold N.V. investors alleging claims under the securities laws of the United States consolidated therein.

(ii) "Ahold" means Royal Ahold N.V., Ahold USA, Inc., Ahold USA Holdings, Inc., U.S. Foodservice, Inc., Stop & Shop Supermarket Company, Giant Food, Inc. (Landover), Giant Food, Inc. (Carlisle), Tops Markets, LLC, Bi-Lo, LLC, Bruno's Supermarkets, Inc., Peapod, Inc., Ahold U.S.A. Support Services, Inc., Jeronimo Martins Retail Services AG, ICA Ahold AB, Disco S.A., Santa Isabel, S.A., Bompreço S.A., Disco Ahold International Holdings N.V. JMR, Paiz Ahold N.V. and any of their immediate families, parent entities, associates, joint ventures, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, certificate holders, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors and assigns, and any of their respective employees, agents, affiliates, or controlling persons other than Deloitte.

(iii) The "Class" means all persons and entities who purchased, or received as a dividend, Royal Ahold N.V. common shares and/or American Depository Receipts from July 30, 1999 through February 23, 2003. Excluded from the term Class are the Original Defendants.

(iv) "Class Member" means any Person included in the definition of the Class as defined herein, and who does not timely and validly opt out of the Class in accordance with the exclusion procedure and deadline set by the Court.

(v) "Deloitte" means Deloitte & Touche LLP and Deloitte & Touche Accountants and any of their immediate families, parent entities, associates, joint ventures, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, certificate holders, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors and assigns, and any of their respective employees, agents, affiliates, or controlling persons.

(vi) "Effective Date" means the first day following the date on which the Judgment is finally affirmed on appeal or the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired.

(vii) "Judgment" means the Final Judgment and Order of Dismissal, which, if entered by the Court, will approve finally the Settlement as fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure, dismiss the Action without costs and with prejudice, release all Released Claims as against the Specified Defendants and enjoin the Class Members from instituting, continuing or prosecuting any action asserting any Released Claim against any of the Specified Defendants.

(viii) The "Original Defendants" means Royal Ahold N.V., Ahold USA, Inc., Ahold USA Holdings, Inc., U.S. Foodservice, Inc., Cees Van der Hoeven, Michiel Meurs, Henny de Ruiter, Cor Boonstra, James L. Miller, Mark Kaiser, Michael Resnick, Tim Lee, Robert G. Tobin, William J. Grize, Roland Fahlin, Jan G. Andrae, ABN AMRO Rothschild, ABN AMRO Holding N.V., ABN AMRO Bank N.V., The Goldman Sachs Group, Inc., Goldman Sachs International, Goldman, Sachs & Co., Merrill Lynch & Co., Inc., Merrill Lynch International, Merrill Lynch, Pierce, Fenner & Smith Inc., ING Bank, ING Groep N.V., ING Bank N.V., ING U.S. Financial Services, Rabo Securities N.V., Rabobank International, Rabobank Nederland, Rabobank, Robeco Group, Kempen & Co. N.V., Kempen & Co. Corporate Finance, Kempen & Co. Securities, Deloitte & Touche LLP, and Deloitte & Touche Accountants.



(ix) "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government entity or any political subdivision or agency thereof, and any business or legal entity; with respect to individually owned businesses, each of their spouses, heirs, predecessors, successors, representatives or assigns, and with respect to corporate entities, each of their parents, subsidiaries, affiliates, assignees, predecessors, successors, officers, directors, employees, agents, and attorneys.

(x) "Released Claims" means the Action and any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or not suspected, disclosed or undisclosed, hidden or concealed, matured or not matured, that (i) have been, could have been, or in the future could be asserted in the Action or in any federal, state, local or foreign court, tribunal, or proceeding (including, but not limited to, any claims, relating, concerning or arising under foreign, federal, state or local law, rule or regulation or otherwise relating to alleged fraud, breach of duty, of violations of the federal securities laws, the Racketeering Influence and Corrupt Organizations Act or otherwise) from the beginning of time to the Effective Date, by or on behalf of any Class Member, whether individual, class, legal or equitable, against the Specified Defendants, or (ii) could have been asserted in the Action or any other foreign, federal, state or local forum by the Class Members or any of them against any of the Specified Defendants, which arise out of, are based upon, or relate in any way to the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Action, or are based upon or relate in any way to Ahold securities, including American Depository Receipts, purchased from March 10, 1998 through February 23, 2003. Released Claims shall not include the right of any Specified Defendant or any Class Member to enforce the terms of the Agreement.

(xi) "Specified Defendants" means "Ahold" as defined herein, and notwithstanding any repetition, shall include jointly and severally Royal Ahold N.V., Ahold USA, Inc., Ahold USA Holdings, Inc., U.S. Foodservice, Inc., Cees Van der Hoeven, Michiel Meurs, Henny de Ruiter, Cor Boonstra, James L. Miller, Mark Kaiser, Michael Resnick, Tim Lee, Robert G. Tobin, William J. Grize, Roland Fahlin, Jan G. Andreae, ABN AMRO Rothschild, ABN AMRO Holding N.V., ABN AMRO Bank N.V., The Goldman Sachs Group, Inc., Goldman Sachs International, Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch & Co., Inc., Merrill Lynch International, ING Bank, ING Groep N.V., ING Bank N.V., ING U.S. Financial Services, Rabo Securities N.V., Rabobank International, Rabobank Nederland, Robeco Group, Rabobank, Kempen & Co. N.V., Kempen & Co. Corporate Finance, Kempen & Co. Securities and any other party that could have been named as a defendant in the Action, except Deloitte, (collectively, the "Defendants") and each and all of Defendants' immediate families, parent entities, associates, joint ventures, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, certificate holders, shareholders, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors and assigns, and any of their respective employees, agents, affiliates, or controlling persons, other than Deloitte.



### SCHEDULE OF TRANSACTIONS IN ROYAL AHOLD COMMON STOCK

Separately list each of your purchases of Royal Ahold common stock below. Photocopy this page if more space is needed. **If you are a U.S. citizen or resident, be sure to include your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale in the "trade" or "contract" date, and not the "settlement" or "payment" date.

8. **BEGINNING HOLDINGS:** Number of shares of Royal Ahold common stock held at the close of business on **July 29, 1999** (If none, write 0), (Must be documented):

9. **PURCHASES:** Purchases of shares of Royal Ahold common stock during the period from **July 30, 1999** through **February 23, 2003**, inclusive. (Must be documented). (Persons who received Royal Ahold common stock during the Class Period other than by purchase or receipt as a dividend are not eligible to submit claims for those transactions.):

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares of Royal Ahold common stock Purchased	Purchase Price Per Share of Royal Ahold common stock (Please indicate currency)	Aggregate Cost (including commissions, taxes, and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

10. **PURCHASES:** Number of shares of Royal Ahold common stock purchased or received as dividends during the period from **February 24, 2003** through **May 25, 2003**, inclusive (If none, write 0):

11. **SEPTEMBER 2001 GLOBAL OFFERING/PURCHASES:** Number of shares of Royal Ahold common stock purchased in the Global Offering on or about **September 6, 2001**. Common stock purchased in the September 2001 Global Offering was at the purchase price of € 31.90 per share. (Must be documented):

12. **SALES:** Number of shares of Royal Ahold common stock sold during the period from **July 30, 1999** through **May 25, 2003**, inclusive (Must be documented):

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Shares of Royal Ahold common stock Sold	Sale Price Per Share of Royal Ahold common stock (Please indicate currency)	Amount Received (net of commissions, taxes, and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

13. **UNSOLD HOLDINGS:** Number of shares of Royal Ahold common stock owned at the close of business on **May 25, 2003** (If none, write 0), (Must be documented):

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE



### SCHEDULE OF TRANSACTIONS IN ROYAL AHOLD ADRS

Separately list each of your purchases of Royal Ahold ADRs below. Photocopy this page if more space is needed. **If you are a U.S. citizen or resident, be sure to include your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale in the "trade" or "contract" date, and not the "settlement" or "payment" date.

14. **BEGINNING HOLDINGS:** Number of Royal Ahold ADRs held at the close of business on **July 29, 1999** (If none, write 0), (Must be documented):

15. **PURCHASES:** Purchases of Royal Ahold ADRs during the period from **July 30, 1999** through **February 23, 2003**, inclusive. (Must be documented). (Persons who received Royal Ahold ADRs during the Class Period other than by purchase or receipt as a dividend are not eligible to submit claims for those transactions.):

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Royal Ahold ADRs Purchased	Purchase Price Per Royal Ahold ADR (Please indicate currency)	Aggregate Cost (including commissions, taxes, and fees)
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>

16. **PURCHASES:** Number of Royal Ahold ADRs purchased or received as dividends during the period from **February 24, 2003** through **May 25, 2003**, inclusive (If none, write 0):

17. **SEPTEMBER 2001 GLOBAL OFFERING/PURCHASES:** Number of Royal Ahold ADRs purchased in the Global Offering on or about **September 6, 2001**. ADRs purchased in the September 2001 Global Offering were at the purchase price of \$28.52 per share. (Must be documented):

18. **SALES:** Number of Royal Ahold ADRs sold during the period from **July 30, 1999** through **May 25, 2003**, inclusive (Must be documented):

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Royal Ahold ADRs Sold	Sale Price Per Royal Ahold ADR (Please indicate currency)	Amount Received (net of commissions, taxes, and fees)
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>
/ /	<input type="text"/>	<input type="text"/>	<input type="text"/>

19. **UNSOLD HOLDINGS:** Number of Royal Ahold ADRs owned at the close of business on **May 25, 2003** (If none, write 0), (Must be documented):

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE



**20. CERTIFICATION AND SUBSTITUTE W-9**  
**(To be completed if you are a US Citizen or Resident Alien)**

UNDER PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

Please furnish your Taxpayer Identification Number (TIN). Failure to furnish your correct Taxpayer Identification Number may result in withholding of a portion of any distribution otherwise payable with respect to your claim.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, check this box.

\_\_\_\_\_  
 Taxpayer Identification Number

\_\_\_\_\_  
 Signature of Claimant/Authorized Representative

\_\_\_\_\_  
 Date

**21. CERTIFICATION OF FOREIGN STATUS OF BENEFICIAL OWNER FOR U.S. TAX WITHHOLDING**  
**(To be completed if you are not a US Citizen or Resident Alien)**

UNDER PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

The beneficial owner is not a U.S. person and the income to which this form relates, if any, is not effectively connected with the conduct of a trade or business in the United States.

\_\_\_\_\_  
 Signature of Claimant/Authorized Representative

\_\_\_\_\_  
 Country

\_\_\_\_\_  
 Date

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

**ACCURATE CLAIM PROCESSING TAKES TIME.  
THANK YOU FOR YOUR PATIENCE.**

**REMINDER CHECKLIST**

1. Please sign the Certification Section of the Proof of Claim and Waiver and Release form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Waiver and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Waiver and Release by mail within 60 days. Your claim is not deemed fully filed until you receive an acknowledgement postcard.
7. If you move, please send us your new address.
8. **Do not use highlighter on the Proof of Claim and Waiver and Release form or supporting documentation.**

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN  
AUGUST 18, 2006 AND MUST BE MAILED TO:

Ahold Claims Administrator  
PO Box 9000 #6378  
Merrick, NY 11566-9000  
U.S.A.