United Supermarkets L.L.C.
Texas Workplace Injury Benefit Plan

EFFECTIVE MAY 1, 2016

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UNITED SUPERMARKETS L.L.C.

TEXAS WORKPLACE INJURY BENEFIT PLAN

Summary Plan Description

TABLE OF CONTENTS

1. Introduction

United Supermarkets, L.L.C. maintains the United Supermarkets, L.L.C. Texas Workplace Injury Benefit Plan (the "Plan") for the exclusive benefit of its eligible employees. The Plan is generally designed to provide benefits to employees who are injured on the job. For purposes of this document, "United" refers to United Supermarkets and Llano Logistics, Inc. and any other affiliated employers who adopt the Plan with United's consent. "Employee" refers to active employees of United and former employees who are still receiving benefits under the Plan.

Many terms used in this Summary Plan Description are defined in the Plan document in great detail – such as "emergency," "covered injury," and the various limitations on benefits – but United has greatly simplified that discussion in order to make this summary easier to understand. You may obtain a copy of the Plan document by contacting the Store Support Center at (806) 791-0220, the Plan Administrator at PlanAdmin@unitedtexas.com, or online at www.unitedfamilybenefits.com.

2. Plan Highlights

The Plan provides four types of benefits if you are injured on the job.

- Medical benefits to treat the injury.
- Partial pay while you can't work your regular job or your regular hours.
- Dismemberment benefits (if you lose a finger or hand, etc.).
- Death benefits.

3. What To Do If You Are Injured at Work

<u>If your injury requires urgent care:</u>

At the time of the emergency:

- Get treatment right away at the urgent-care facility designated for your work location.
- Submit to drug and alcohol testing.
- Contact your manager or supervisor as soon as you are able.

After the emergency has passed:

Follow all of the steps outlined for non-emergencies in the next subsection regarding completing an incident report, drug-and-alcohol testing, treating with approved providers, following providers' orders, keeping your Store and the Plan informed of your progress and ability to work, and not letting more than 60 days pass between doctor visits.

<u>If your injury does NOT require urgent care:</u>

If your injury does not require urgent care, or if it did require urgent care but the emergency has passed, follow all of these steps:

- **Notify your manager or supervisor *in writing* of your injury by the end of your shift, if possible, but in no event later than 24 hours of the time of your injury. If you fail to report it to your manager or supervisor within 24 hours of the time of your injury, your claim will be DENIED.**
- Fill out an Incident Report and any other forms the Plan Administrator requires you to complete by the end of your shift, if possible, but in no event later than 24 hours of the time of your injury. You must complete an Incident Report online by contacting your Store Director, your manager or supervisor, or the Store Support Center at (806) 791-0220. <u>Immediately report the incident no matter how minor the incident is, even if you do not think you are seriously injured</u>. This will ensure you receive benefits should the injury turn out to be more serious than you originally believed.

- Submit to drug and alcohol testing.
- Receive treatment from approved providers. (The approved providers under this Plan are different from the preferred providers under United's group health plan.) Contact your Store Director or the Store Support Center at (806) 791-0220 to obtain a list of approved providers for this Plan.
- Follow your doctors' orders and keep your appointments. The Plan will not pay for any missed visits. If you don't follow your doctors' orders or you miss appointments, the Plan may stop paying any further benefits.
- Keep the Plan Administrator and your manager or supervisor informed, in writing or by email, of your progress and ability to work.
- Within 24 hours of any change in your ability to work, report the change to your manager, supervisor, or the Plan Administrator. While most approved providers keep the Plan informed of any change in your ability to work, **it is ultimately your responsibility to make sure the Plan has this information.**
- Seek medical care within 14 days of your injury and do not allow more than 60 days to lapse between doctor visits until you have been released from your doctor's care. (If your injury required urgent care, that care satisfies the requirement of initiating treatment within 14 days).

4. Eligibility and Coverage

You are eligible for Plan benefits if your workplace for United is in Texas (or primarily in Texas) and you are doing work for which you will receive an IRS Form W-2 from United. Vendors and independent contractors are not eligible for Plan benefits. An employee on the payroll of a temporary agency is not eligible for Plan benefits. You become eligible for benefits on your first day of active employment.

You must have a "covered injury" in order to begin receiving any benefits under the Plan. A "covered injury" is one that occurs while you are at work or traveling on company business or while you are working at other locations designated by United. The Plan does not cover an injury that occurs while you are commuting or while you are on break, at lunch, or at work but off the clock. A covered injury can be: (1) an accident that results in a physical injury to you, (2) a disease caused by exposure to environmental hazards at work, (3) cumulative trauma from performing a rapid, repetitive, physically traumatic task as a regular part of your job; or (4) an exceptionally traumatic situation even if no physical injury occurs (such as being used as a human shield during an armed robbery), so long as the symptoms become evident within 30 days of the traumatic event. A disease caused by exposure to environmental hazards at work and cumulative trauma are only "covered injuries" if you have actively and continuously worked for United for the 180 days immediately preceding your exposure to the environmental hazard or the cumulative trauma.

Here are some examples of covered injuries:

- Back injury caused by lifting something.
- Broken hip from slipping on a wet floor.
- Severed fingertip from a meat slicer.

The following items are NOT covered injuries:

- Fatigue, soreness, stiffness, or general aches and pains, even if caused, aggravated, exacerbated, or accelerated by work-related activities.
- The aggravation of a pre-existing condition, even if you were not aware of the pre-existing condition. For example, if you have degenerative disk disease that is aggravated by a fall at work, treatment of the degenerative disk disease is not covered by this Plan (though it might be covered by United's group health plan).
- Ordinary diseases of life to which the general public is exposed outside of the workplace, such as the common cold, flu, avian flu, pneumonia, chicken pox, AIDS, other communicable diseases, etc., or medical conditions experienced by the general public such as diabetes, heart disease, and other congenital diseases and disorders. For example, a heart attack is not a covered injury even if it occurs at work (though it might be

covered by United's group health plan). If you break your arm at work and have a heart attack in the ambulance on the way to the hospital, your broken arm is a covered injury, but your heart attack is not.

- Hernias, except inguinal and/or umbilical hernias that appeared suddenly and immediately following the injury, resulted in immediate pain, and did not exist in any degree prior to the injury.
- Intentional injuries – that is, injuries that you inflict on yourself or another person on purpose or injuries that you allow someone else to inflict on you.
- Injuries resulting from your participation in horseplay.
- Injuries that occur when your blood alcohol concentration is 0.01 or more. (This is a zero-tolerance requirement that allows no alcohol whatsoever. A single beer gives you a blood alcohol concentration of 0.02 or 0.03.)
- Injuries that occur while you are under the influence of an illegal drug or when you test positive to a post-accident drug screen. (This is a zero-tolerance requirement that allows no drugs to be in your system whatsoever while you are at work.)
- Injuries that occur while you are under the influence of an intoxicating legal item that you have abused or unlawfully obtained. For example, if you become intoxicated while sniffing paint or glue, your injury is not covered. However, if your manager or supervisor asked you to perform a task (such as painting) that led to your being under the influence, your injury is a covered injury as long as it meets the other requirements for a covered injury.
- Injuries that occur while you are under the influence of a legal drug, including prescription drugs, but only if you knew or should have known that the drug could cause you to lose the normal use of your body or faculties.
- Injuries that occur while you are engaged in any illegal activity.
- Injuries that occur during a period in which your employment violates the law – which could occur, for example: (1) if you are not legally present in the U.S., (2) if you are legally present in the U.S. but not permitted to work in the U.S., (3) if you intentionally provide a false Social Security number, (4) if your employment violates your probation, or (5) if you are so young that your employment violates the child-labor laws.
- Injuries that occur as a result of a strike, riot, war, terrorism, or any other civil disturbance.
- Injuries that result in pain alone, without any physical injury to the structure of your body. For example, if you fall and experience pain in your neck, but the doctors find no physical reason for your pain, your injury is not a covered injury. For another example, a diagnosis of fibromyalgia, chronic pain syndrome, or other pain syndrome is not a covered injury.
- Emotional or mental injuries (such as post-traumatic stress disorder, mental anguish, pain and suffering, depression, and anxiety), unless you experience an exceptionally traumatic event.
- Injuries related to exposure to asbestos, silica, sandblasting, or radiation.

5. Notice of Injury

Reporting Accidents and Injuries

You must report **immediately and in writing** any injury or accident that you have at work, regardless of how it happened and how minor it may seem. "**Immediate" notice means that you must provide written notice to your immediate supervisor, manager, store management, or the Plan Administrator by the end of your workshift, if possible, but in no event later than 24 hours of the time of your injury.** When you are incapacitated – that is, if you need urgent care that effectively prevents you from complying with this requirement for providing immediate written notice – you must provide the written notice as soon as you are able. The Plan Administrator may extend these deadlines for good cause.

Reporting Diseases Caused By Exposure to Environmental Hazards

For an injury caused by an occupational disease or cumulative trauma, you must provide written notice by the earlier of the following: (1) within 24 hours of being medically diagnosed with a work-related injury, or (2) within 30 days after you reasonably should have known of the work-related injury. The Plan Administrator may extend these deadlines for good cause.

6. Medical Benefits

General Coverage. Subject to the maximum benefit as described in Section 10, the Plan pays (1) 100% of your reasonable and necessary medical expenses that you incur with approved providers to treat your covered injury, and (2) 100 of your reasonable and necessary medical expenses that you incur with unapproved providers while your injury requires urgent care.

Limitations. The medical benefits are subject to the limitations discussed in Section 10 as well as the following limitations:

- You must be treated within 14 days of your injury by an approved provider.
- Treatments are covered only for 120 weeks from the date of the covered injury.
- If you go without treatment for 60 days, no more medical benefits will be paid for that injury.
- The Plan only pays charges to the extent that they are usual, customary, necessary, and reasonable.
- The Plan does not cover treatment involving biofeedback, self-help training, hypnosis, chiropractic treatment, or acupuncture, unless approved by the Plan Administrator in advance and in writing.
- The Plan does not cover mental or emotional counseling, treatment, or medicines, unless the Plan Administrator determines that your covered injury was exceptionally severe or traumatic, in which case the Plan Administrator will advise you as to the counseling, treatments, and medicines the Plan will pay.
- The Plan does not cover air purifiers, air conditioners, dehumidifiers, humidifiers, or other similar equipment.
- The Plan only covers prosthetic devices if the device is medically necessary and approved by the Plan Administrator in advance and in writing.
- The Plan only pays for treatments that are pre-approved by the Plan Administrator. (Pre-approval is not required in emergencies.) The Plan Administrator has the discretion to provide approval after the treatment is rendered, but is not required to do so. The Plan Administrator will often allow an approved provider to pre-approve a treatment. **It is your responsibility to determine whether a treatment has been pre-approved and to obtain approval before you incur any medical charge.**
- The Plan does not pay for medical care received from your spouse, the parents or grandparents of you or your spouse, the brothers and sisters of you or your spouse, the children of you or your spouse, or from anyone who normally lives with you or with one of those relatives – unless approved by the Plan Administrator in advance and in writing.

7. Disability Benefits

General

If you cannot work because of a covered injury, you will earn disability benefits beginning the first calendar day after your injury. The Plan offers both “total-disability” benefits and “partial- disability” benefits.

For purposes of calculating your disability benefits, your “regular weekly wage” is your average wages paid by United over the 13 consecutive weeks immediately preceding your injury.

Total-disability benefits are available when your doctor (who must be an approved provider) determines that your covered injury prevents you from performing work of any kind. Total-disability benefits start on the first calendar day after your covered injury. Total-disability benefits are equal to 90% of your regular weekly wage. For example, if you earn $300/week and you cannot work at all for one week, you will receive one week of total-disability

benefits in the amount of $270 (90% of $300). Total-disability payments are paid to you on your regular payday.

Partial-disability benefits are available if your doctor (who must be an approved provider) determines that your covered injury prevents you from working full-time at your regular job, but allows you to work part-time at your regular job, full-time or part-time on a modified-duty schedule, or full-time or part-time at another position. Partial-disability benefits start on the first calendar day after your covered injury. You are eligible for a maximum of 12 weeks of partial-disability benefits for each covered injury. Partial-disability benefits are equal to 90% of the difference between your regular wages and what you actually earn. For example, if you earned $300 a week before your covered injury, and after your covered injury you worked in a position that only paid $200 a week, you will receive $200 per week in regular pay and $90 (90% x ($300-$200)) in partial-disability payments, for a total of $290 per week. Partial-disability payments are paid to you on your regular payday. The Plan Administrator may extend the 12-week limitation for good cause.

Limitations

Total-disability benefits and partial-disability benefits are subject to the limitations discussed in Section 10, as well as the following limitations:

- Total-disability benefits continue only until your doctor determines that you have recovered enough to be able to work part-time or full-time, up to a maximum of 120 weeks. **You must notify your supervisor, manager, or the Plan Administrator in writing or by email within 24 hours of your doctor determining that you can work at least part-time or full-time.**

- Partial-disability benefits are limited to 12 weeks for any injury, except the Plan Administrator may extend the 12-week limitation for good cause. Partial-disability benefits will cease on the day your doctor determines that you have recovered enough to work full-time at your regular job or at another position that pays the same or more than your regular job. Partial-disability benefits will be reduced, suspended, or terminated if your doctor determines that you can work more than you choose to work. **You must notify your supervisor, manager, or the Plan Administrator in writing or by email within 24 hours of your doctor determining that you can work longer hours or with fewer restrictions on your work.**

Your disability payments will be reduced dollar-for-dollar by disability benefits from any other plan sponsored by United (except United's Group Health Plan) and by any Social Security disability benefits you and your family receive because of your injury. Often it takes the Social Security Administration quite a while to determine whether you and your family should receive disability benefits. If the Social Security Administration determines that you are disabled and therefore you and your family are eligible for disability benefits, you and your spouse and your minor children will receive a monthly disability benefit from Social Security and you will also receive a lump-sum payment of all the Social Security disability benefits your family missed. Between the time of your injury and the date the Social Security Administration decides your disability, (1) the Plan will pay you an estimated benefit, calculated by subtracting your family's expected Social Security benefits from the injury, or (2) the Plan will pay you the full disability benefit as long as you and your spouse sign an agreement giving the Plan the right to be reimbursed from the lump sum from Social Security in order to recover the benefits the Plan has overpaid.

- If you become entitled to dismemberment benefits, you will not receive any further disability benefits. If your disability benefits that would have been available in the absence of dismemberment benefits are greater than the dismemberment benefits, you will receive the difference, as shown in the example in section 8.

- No disability payments will be paid while you are in jail, but they will resume when you are released.

- Disability payments stop if you engage in an activity, such as a recreational activity, that is inconsistent with someone receiving disability benefits. (For example, if you are receiving total-disability benefits, you should not be playing softball or waterskiing.)

- Disability payments stop if you die, regardless of whether your death is related to your workplace injury.

- Disability payments stop if you are injured while recovering from the injury for which you are receiving benefits and the Plan Administrator determines that you would have been able to return to work had you not suffered an intervening injury during your recovery.

- Disability benefits cease when your employment is terminated, unless you are terminated (1) because your position was eliminated, (2) because of the expiration of your leave under United's leave of absence policy, or (3) because you are terminated solely to allow you and your family to qualify for disability benefits from Social Security or from other disability insurance.

8. Dismemberment Benefits

General

You will receive dismemberment benefits if a covered injury causes one of the losses described below and if you sign a Waiver of Right to Sue after the dismemberment occurs. Dismemberment benefits are calculated by taking the percentage listed in the table below and multiplying that percentage by $250,000 – and then reducing that amount by (1) any disability payments you received because of that covered injury before your dismemberment benefits are paid and (2) any dismemberment payments you receive from any other plan sponsored by United because of that covered injury (except United's Group Health Plan). If your covered injury involves more than one dismemberment loss, you will receive only the benefits for the dismemberment loss with the highest percentage. The loss of a body part includes the total and irreversible loss of use of that body part for more than 12 months. You will receive 20% of your dismemberment benefit as soon as possible after your loss. The remaining dismemberment benefit will be paid in 35 equal monthly installments. The Plan Administrator has the discretion to accelerate any or all remaining installments.

Loss of:	
Both hands	100%
Both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and the sight of one eye	100%
One foot and the sight of one eye	100%
Speech and hearing	100%
One hand	50%
One foot	50%
Sight of one eye	50%
Speech	50%
Hearing	50%
Finger or toe (two joints)	10%
Finger or toe (one joint)	5%

For example, suppose you lost a finger and a foot.

Dismemberment benefit = $250,000 x 50% (the largest percentage) = $125,000

First payment = 20% of $125,000 = $25,000

35 monthly payments of $2,857.14

For another example, suppose you earn $500 per week and lose one joint of a finger.

Dismemberment benefit = $250,000 x 5% = $12,500

First payment = 20% of $12,500 = $2,500

35 monthly payments of $285.71

Your total-disability payments would have been 90% x $500 = $450/week. You may ask the Plan Administrator to accelerate your monthly dismemberment benefits to $450 per week so that you receive the larger of the two benefits each month. Once the full dismemberment benefit has been paid out through these accelerated payments, your disability benefits will resume if you are then still entitled to disability benefits.

Limitations

Dismemberment benefits stop if you die as the direct and sole result of your covered injury, and your beneficiary will receive the death benefits described in Section 9. If you die, but not because of your covered injury, your remaining dismemberment benefits will be paid to your beneficiary. Dismemberment benefits are subject to the limitations discussed in Section 10.

9. Death Benefits

General

Your beneficiary will receive a death benefit if a covered injury is the direct and sole cause of your death, you die within three years of the work-related injury, medical malpractice does not contribute to your death, and your beneficiary signs a Waiver of Right to Sue after you die. The Plan Administrator may also require others who would be capable of suing United because of your death or on behalf of your estate to sign a Waiver of Right to Sue before paying the death benefit. The death benefit is $250,000. Your beneficiary will receive 20% of the death benefit as soon as possible after your death. The remaining death benefit will be paid in 35 equal monthly installments. The Plan Administrator has the discretion to accelerate any or all remaining installments.

The most recent beneficiary designation that you have filled out for any United plan will apply to this Plan. If you have no beneficiary designation on record with United, the death benefit will be paid as follows:

- If you die without a will, the death benefit will be paid to the individual(s) who are entitled to receive your estate under the Texas laws dealing with situations in which a person dies without a will. The death benefit will be divided among those individuals in the same proportions as your estate is divided.
- If you die with a will, the death benefit will be paid to the beneficiaries who are entitled to the residual of your estate and will be divided among them in the same proportions as your residual is divided.

In addition, the Plan will reimburse any person for reasonable cremation, funeral, or burial expenses, up to $10,000, regardless of whether the beneficiary signs a waiver.

Limitations

This Plan's death benefit is reduced dollar-for-dollar by any disability and dismemberment benefits paid before your death and any death benefits and accidental death benefits paid under any other plans sponsored by United (except United's Group Health Plan). The death benefit is subject to the limitations discussed in Section 10.

10. General Limitations

The following limits apply to all benefits received under this Plan.

- The maximum benefit from this Plan (including medical benefits, total-disability benefits, partial-disability benefits, dismemberment benefits, and death benefits) is $250,000 per employee and $500,000 for each "occurrence" (that is, any covered injuries sustained by you and your fellow employees during the same incident). The Plan Administrator will decide how to allocate the $500,000 among the injured employees.
- If they have not ceased before then, all benefits under the Plan cease 120 weeks after your injury.

- If you have two separate covered injuries: (1) you can receive medical benefits for both covered injuries, (2) if the disability payments from the injuries overlap, you receive whichever disability benefit is greater, but not both, (3) your beneficiary can receive only one death benefit, even if each injury was a contributing cause of your death, and (4) you can receive dismemberment benefits from both injuries only if each injury resulted in a different dismemberment.

- Your benefits may be terminated (even retroactively), reduced, or suspended for the following reasons:

    - for "gross misconduct," including, for example, the fraudulent submission of claims to this Plan or any other benefit plan sponsored by United; falsification of documents; the wanton disregard for the safety of yourself or others; deliberate acts of violence or hostility; attempts to financially defraud United; gross insubordination; and crimes of moral turpitude. Gross misconduct further includes any action that would cause you to be ineligible for unemployment benefits in Texas. The Plan Administrator has the sole discretion to determine when "gross misconduct" occurs;

    - for failure to cooperate with the Plan's requests for reexaminations and second opinions (you may obtain a second opinion at any time, but the Plan will not pay for it unless the Plan Administrator requests it or pre-approves it);

    - for failure to cooperate with a nurse case manager or an approved provider's requests or orders, such as ignoring doctor's advice, missing doctor's appointments, etc.;

    - for refusing to submit to alcohol or drug testing;

    - for refusing to cooperate with United or the Plan Administrator when someone else caused your injury (See Section 11); and/or

    - if you receive benefit payments for the same injury through workers' compensation insurance or any other work-related injury plan.

- Appropriate taxes will be deducted from benefit payments, as will other deductions you have authorized.

- If you accept benefits under this Plan and you or anyone else later sue United for damages relating to your injury, (1) no further benefits will be paid under this Plan, and (2) you (or your beneficiary if you have died) must reimburse the Plan for any payments it has made **except for $1.** Furthermore, any recovery from United, the Plan, or any related entity will be reduced by the amount of benefits the Plan has already paid and not recouped. The Plan is not considered a "collateral source" within the meaning of Texas law because it is not intended as a fringe benefit or deferred compensation but rather is intended to reduce United's liability by providing for United's own indemnification.

- If any other plan or insurance also covers your injury, (1) if you paid for the other coverage (except for auto insurance), this Plan will not reduce its payments because of your other coverage, and (2) if United paid for the other coverage or your auto insurance covers an expense, the other plan or insurance (including United's group health plan) will pay first and your Plan benefits will be reduced dollar-for-dollar by whatever the other coverage pays. You must notify the Plan if you have other insurance or another plan paying you benefits for your covered injury.

11. If Someone Caused Your Injury

If someone else caused your injury, you must cooperate with the Plan in its efforts to recover amounts from the responsible party (or its insurance). **If you don't cooperate, the Plan will not pay any benefits to you, and you must reimburse the Plan for any amounts it has paid.** If you do cooperate and the Plan recovers money damages from the third party, the Plan Administrator will work out something reasonable with you as explained below.

Generally, the Plan will pay your benefits up front, and will work out an agreement with you regarding any ultimate recovery from the responsible party. Legally, once the Plan pays any benefits to you or on your behalf, the Plan is entitled to be reimbursed for those costs from any amounts you receive from the responsible party.

The Plan is subrogated to all of your rights against the responsible party, and the Plan may treat any recovery by you or anyone else, under any legal theory, as amounts to which the Plan has subrogation and reimbursement rights. For example, if the Plan pays $75,000 for medical expenses because of your covered injury that was caused by a vendor, and you sue the vendor and win $10,000 for medical expenses and $90,000 for pain and suffering, the Plan has subrogation rights and reimbursement rights with respect to the first $75,000 of your award, leaving you with the remaining $25,000. However, if you cooperate with the Plan Administrator, you and the Plan Administrator may agree that the Plan will waive some of its rights, so that you may receive more than $25,000.

You must inform the Plan Administrator if you desire to make a claim against, file suit against, or accept a settlement from a responsible party. The Plan may sue or make a claim against the responsible party on your behalf. If the Plan is successful, it may keep the amount of benefits it has paid to you or on your behalf, the amount of additional benefits it reasonably expects to pay in the future, and its expenses in recovering from the responsible party. For example, if the Plan paid $50,000 in benefits to you or on your behalf, it expects to pay an additional $10,000, and it spent $25,000 on the litigation, and it recovered $125,000 from the responsible party, the Plan would reimburse itself $85,000 and pay you the remaining $40,000. As mentioned above, the Plan Administrator may waive some of the Plan's rights to reimbursement if you cooperate with it, so that you may receive more than $40,000.

12. Overpayments

If this Plan pays a benefit and later determines that it should not have paid the benefit, then you (or your beneficiary) are responsible for reimbursing the Plan for its overpayment. The Plan may use any lawful means to recover the overpayment, such as reducing any future payments to you or your family, or on your or their behalf, from this Plan or from any other plan sponsored by United (except United's Group Health Plan), except as required by law. If you believe you have received an overpayment, you must notify the Plan Administrator immediately.

13. How the Plan is Administered

Administration. United is the Plan Administrator of the Plan for purposes of ERISA. The Plan is administered on behalf of the Company by the Claims Administrator.

Duties of Plan Administrator. The principal duty of the Plan Administrator is to see that the Plan is carried out in accordance with its terms for the exclusive benefit of the individuals who are entitled to participate in the Plan. The Plan Administrator, Claims Administrator and Appeals Committee shall administer the Plan and shall have full discretion, power, and authority over every part of this Plan, including, but not limited to, the sole and exclusive discretion and power to interpret the Plan; to determine and manage the operation and administration of the Plan; to make equitable adjustments; to determine the eligibility, status, and rights of all persons under the Plan; to pay or deny claims; to reduce or terminate benefits, regardless of whether there has been a change in your medical condition or work status; to determine questions of fact and law; to construe and interpret possible ambiguities, inconsistencies, or omissions; to require you to furnish any information that is needed to properly administer the Plan; and, in general, to decide any dispute and all questions and issues arising under or related to the Plan. The Plan Administrator, Claims Administrator, and Appeals Committee may deny a claim for or suspend or terminate the payment of Plan benefits otherwise payable to you if you do not comply with any provision of the Plan or the rules and procedures adopted by the Plan Administrator, Claims Administrator or Appeals Committee. Should the Plan Administrator, Claims Administrator, or Appeals Committee fail to or exercise its discretion not to apply any particular provision(s) of this Plan to any particular situation, such failure or exercise of discretion shall not represent a waiver of the Plan Administrator's, Claims Administrator's or Appeals Committee's authority to apply and enforce such provisions thereafter. If you have any questions regarding the Plan, please contact the Plan Administrator.

14. Filing Claims

You, your medical provider, or your representative may file a claim for benefits under the Plan. Before the Plan recognizes your representative, you must notify the Plan in writing of the identity of your representative and which claims you are authorizing him or her to help you with. If you are incapacitated to the point that you cannot notify the Plan in writing of your representative, the Plan Administrator will devise some other way for you to appoint a representative. During a medical emergency, your medical provider may file claims without your written authorization.

To submit a claim, you can give it to your manager, your supervisor, or the Plan Administrator. To submit a claim to the Plan Administrator, mail or email it to the following address:

Plan Administrator
United Supermarkets, L.L.C.
7830 Orlando Avenue
Lubbock, TX 79423
PlanAdmin@unitedtexas.com

The Plan must make a decision whether to pay or deny your claim by a deadline (see chart below). If the Plan does not pay your entire claim, you will be sent a notice that describes why full payment was not made. The notice will also tell you how to appeal that decision. The Plan must decide your appeal by a deadline (see chart below). If the Plan does not decide your appeal completely in your favor, you will be notified and the Plan will explain why. The Appeals Committee may tentatively deny your appeal but allow you an opportunity to submit additional evidence within a limited period of time. If no additional evidence is timely submitted, the tentative decision will be the final decision.

<table>
<tr><th colspan="2">Type of Claim</th><th>Deadline for Plan's decision, after you submit your claim</th><th>Deadline for you to appeal</th><th>Deadline for Plan to decide your appeal</th></tr>
<tr><td colspan="2">Urgent care claim (submitted before you obtain treatment)</td><td>72 hours</td><td>180 days</td><td>72 hours</td></tr>
<tr><td colspan="2">Non-urgent medical claim (submitted before you obtain treatment)</td><td>15 days, with a 15-day extension if needed</td><td>180 days</td><td>30 days</td></tr>
<tr><td colspan="2">Medical claim (submitted after you received treatment)</td><td>30 days, with a 15-day extension if needed</td><td>180 days</td><td>60 days</td></tr>
<tr><td rowspan="3">You request an extension of a pre-approved course of treatment</td><td>Urgent medical claim (submitted before you obtain any extended treatment)</td><td>24 hours</td><td>180 days</td><td>72 hours</td></tr>
<tr><td>Non-urgent claim (submitted before you obtain any extended treatment)</td><td>15 days, with a 15-day extension if needed</td><td>180 days</td><td>30 days</td></tr>
<tr><td>Any medical claim after you have received treatment</td><td>30 days, with a 15-day extension if needed</td><td>180 days</td><td>60 days</td></tr>
<tr><td colspan="2">The Plan decides to shorten a course of treatment it already pre-approved.</td><td>The Plan must notify you a reasonable period of time before discontinuing benefits (probably no more than a week or two, depending on the circumstances), in order to allow you time to appeal. The Plan stops paying for the treatment at the end of that period of time.</td><td>180 days</td><td>Urgent care, pre-treatment: 72 hours
Non-urgent care, pre-treatment: 30 days
After treatment: 60 days</td></tr>
</table>

Total or partial disability (including any changes in disability payments)	45 days, with a 30-day extension if needed, and with another 30-day extension if needed	180 days	45 days, with a 45-day extension if needed
Dismemberment benefit	90 days, with a 90-day extension if needed	180 days	60 days, with a 60-day extension if needed
Death benefit	90 days, with a 90-day extension if needed	180 days	60 days, with a 60-day extension if needed

The Plan may extend any deadlines that apply to you, and you may extend any deadlines that apply to the Plan. Any approval of an extension must be in writing or by email. If the Plan advises you that it needs additional information to decide your claim, the deadline for the Plan to make its decision is extended by the number of days between the date the Plan requests the information and the date the Plan actually receives the information from you.

Once you have exhausted your appeals under the Plan, the deadline for you to bring a suit against the Plan is 120 days from the Plan's final decision.

15. Payment of Claims

Typically, when you go to an approved medical provider, the provider submits its bills directly to the Plan, and the Plan pays the provider directly. When you use a non-approved provider in an urgent-care situation, that provider may submit its bills directly to the Plan, and the Plan likewise may pay the provider directly. Sometimes, however, you may pay a medical provider directly or the medical provider may require direct payment from you, in which case the Plan will reimburse you for any covered amounts.

The Plan usually pays disability and dismemberment benefits directly to you. If you are legally incapacitated, the Plan will pay your legal representative. The Plan generally pays death benefits directly to your beneficiary or beneficiaries. Payments to a minor will be paid to the custodian or representative who, under the state law of the minor's domicile, is authorized to receive funds on behalf of the minor.

Any check from the Plan must be cashed within six months or the benefit is forfeited. If a check expires or is lost, notify the Plan Administrator and another check will generally be issued. The Plan Administrator may charge you a fee for replacing a lost check; the more often you lose a check, the more likely it is that you will be charged a fee.

If the Plan is aware of, is advised of, or reasonably anticipates a legal dispute regarding the proper beneficiaries, the Plan may file an interpleader action in court, which means that the court will decide which competing beneficiary or beneficiaries will receive the benefits.

16. General Information about the Plan

Plan Name:	United Supermarkets, L.L.C. Texas Workplace Injury Benefit Plan
Plan Sponsor:	United Supermarkets, L.L.C. 7830 Orlando Avenue Lubbock, TX 79423 Phone: (806) 791-0220 PlanAdmin@unitedtexas.com

Plan Administrator:	United Supermarkets, L.L.C. 7830 Orlando Avenue Lubbock, TX 79423 Phone: (806) 791-0220 PlanAdmin@unitedtexas.com
Employer Identification Number:	75-0916445
Day-to-Day Contact:	United Claims Manager Phone: (806) 791-0220 PlanAdmin@unitedtexas.com
Type of Plan:	Welfare benefit plan, providing benefits for on-the-job injuries.
Plan Year:	The 12-month period ending each August 31.
Plan Number:	501A
Funding Medium:	The benefits are paid directly out of United's general assets. There is no special fund or trust from which benefits are paid. United bears the entire administrative cost of this Plan.
Agent for Service	C.T. Corp. 350 N. St. Paul Street Dallas, Texas 75201

This Summary Plan Description summarizes the principal features of the Plan in a general manner. The full terms and conditions of the Plan are contained in the Plan's official legal documents that have been adopted by United. If the provisions of this summary conflict with those of the Plan documents, the provisions of the Plan documents will control. You can obtain a copy of the Plan documents online at www.unitedfamilybenefits.com or by contacting the Plan Administrator at (806) 791-0220 or PlanAdmin@unitedtexas.com.

17. Miscellaneous

United has the right to amend or terminate the Plan at any time.

The Plan is not intended to be, and may not be construed as constituting, a contract, promise, or other arrangement between you and United to the effect that you will be employed for any specific period of time. The Plan does not modify the nature or terms of your employment and does not change the at-will status of your employment.

The Plan will keep your medical information private, to the extent required by law.

Although COBRA often allows you to extend your coverage under a medical plan in certain circumstances, COBRA does not require this Plan to continue your medical coverage beyond the date your benefits would otherwise cease under the terms of this Plan.

Statement of ERISA Rights

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may charge a reasonable fee for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries'' of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from claiming or obtaining Plan benefits or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why it was denied, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W. Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

UNITED SUPERMARKETS, L.L.C.
DISPUTE RESOLUTION PROGRAM
AND AGREEMENT

A BETTER WAY TO RESOLVE DISPUTES

In recognition of the fact that, from time to time, differences may arise between United Supermarkets, L.L.C. and Llano Logistics, Inc. (collectively "United") and an employee ("Team Member") during or after each Team Member's employment, and in recognition of the fact that resolution of differences should be done in a timely and cost-effective manner, United has instituted a Dispute Resolution Program as an efficient, impartial and cost-effective dispute resolution procedure, as contained in this United Supermarkets, L.L.C. Dispute Resolution Program Agreement ("DRP Agreement" or "Agreement").

1. Agreement to Resolve Disputes.

This Agreement covers all claims as set out in Sections 2 and 3 below that each Team Member may have against United. All references to "United" in this Agreement shall include United Supermarkets, L.L.C., Llano Logistics, Inc. and all of United's subsidiaries and affiliated entities, including all former, current and future officers directors and Team Members of all such entities, all benefit plans and their fiduciaries, administrators, and claims managers, and all successors and assigns of these individuals or entities. All references to "Team Member" shall include each Team Member and his/her spouse, child, representative, dependent, successor, heir, and any person or entity asserting legal rights by or through the Team Member.

2. Employment Law Claims.

a. Definition of "Employment Law Claims"

The term "Employment Law Claims" includes all claims or controversies involving any claims for standard wages, overtime wages, or any other compensation due for breach of any contract, express or implied; non-physical personal injury and employment related tort claims (including claims for negligence, gross negligence, and intentional harm); claims for discrimination, retaliation or harassment of any kind, including without limitation harassment or discrimination based on gender, race, nationality, ethnicity, disability, religion, veteran's status and age and claims for violation of any federal or state statute or common law or regulation arising from such claims; claims involving the Team Member's application with, employment with, or termination from United's employment as a result of the claims in this paragraph; and/or claims for benefits under any United employee benefit plan.

b. Claims That Are Not Employment Law Claims

Employment Law Claims do not include "Arbitration Claims," as described in Section 3 of this Agreement.

c. Venue and Choice of Law for Employment Law Claims

The Team Member and United agree that the exclusive venue for resolution of any and all Employment Law Claims shall be the United States District Court for the Northern District of Texas, Lubbock Division ("Federal District Court").

The Team Member and United agree that the exclusive law and subject matter jurisdiction that will be used to resolve any Employment Law Claims shall be federal law and not state law, unless any state law claims are part of the jurisdiction of the Federal District Court, in which case Texas law shall apply, regardless of where the complained about act or event occurred.

(1) ***Employee Retirement Income Security Act***

The Team Member and United agree that the United Supermarkets, L.L.C. Texas Workplace Injury Plan (the "Plan") is an employee benefit plan under the terms of the Employee Retirement Income Security Act ("ERISA"), and that any claim for relief under the Plan or ERISA shall likewise be resolved only by the Federal District Court, and that ERISA is an additional basis for the Federal District Court's jurisdiction. Claims for benefits or in any way related to the Plan shall be decided under federal law interpreting ERISA claims.

(2) ***Interstate Commerce and the Federal Arbitration Act***

The Team Member acknowledges that United is engaged in transactions involving interstate commerce. Except as provided elsewhere in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement.

d. Exhaustion of Administrative Remedies and Satisfaction of Conditions Precedent

The Team Member must comply with the applicable deadlines for filing a charge of discrimination with any federal, state or local agency (such as the Equal Employment Opportunity Commission, Texas Commission on Human Rights or other comparable commission), and filing such a charge is a prerequisite to filing a claim under this Agreement for any Employment Law Claim in which the applicable law requires a charge to be filed with a federal, state or local commission.

This Agreement does not alter the Team Member's obligation, nor affect the Team Member's right, to satisfy the conditions precedent to bringing a claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other federal employment law requiring exhaustion of administrative remedies as a condition precedent to filing suit. The fact that the Team Member retains the right to file a charge of discrimination with the Texas Workforce Commission – Human Rights Division or other comparable commission or the United States Equal Employment Opportunity Commission does not alter the Agreement that any lawsuit of any Employment Law Claim must be filed only under federal law and must only be filed in the Federal District Court.

3. Arbitration Claims

a. Definition of "Arbitration Claims"

"Arbitration Claims" include all claims or controversies relating to or resulting from any workplace injury. It includes all tort claims related to the workplace injury (including, for example, claims for negligence, gross negligence, and intentional harm), as well as employment claims that arise from or are related to the Team Member's workplace injury, including claims relating to the Team Member's employment with or termination from United. In addition, any other claims that are not Employment Law Claims and any claims that the Federal District Court finds it does not have jurisdiction over are "Arbitration Claims," except for those claims in paragraph Number 4, entitled "Claims Not Included in Employment Law Claims or Arbitration Claims."

b. Agreement to Arbitrate "Arbitration Claims"

Except as otherwise provided in this Agreement, the Team Member consents to submit all Arbitration Claims to arbitration, subject to the conditions contained in this Section.

c. Choice of Law for Resolving Arbitration Claims

All arbitrations covered by this Agreement shall be adjudicated in accordance with the state or federal law that would be applied by the Federal District Court. If state law applies, the parties agree the Arbitrator shall apply Texas law.

d. Damages Recoverable under Arbitration

The arbitrator will have the authority to award the range of damages permitted by the applicable state or federal statutory law or common law, code or regulation that is the subject of the Arbitration Claim.

e. Waiver of Right to Trial

By entering into this agreement, United and the Team Member each knowingly and voluntarily waive any and all rights each has to have Arbitration Claims decided by a trial before a judge or jury in a court of law.

f. Initiation of the Arbitration Process

To initiate the arbitration process, the aggrieved party must file a written claim with the other party. Claims against a Team Member shall be mailed by certified and first class mail to his last known address as shown in United's records. Claims against United must be filed by certified mail with United's administrative office at the following address: 7830 Orlando Avenue, Lubbock, Texas 79423.

g. Agreed Statute of Limitations and Required Compliance with Administrative Deadlines

Unless an applicable law provides for a different statute of limitations, failure to request arbitration or file a lawsuit within two (2) years of the date when the dispute or occurrence(s) giving rise to the claim first arose will constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that is subject to this Agreement. In defining the beginning of the limitations period for each claim subject to this Agreement, the arbitrator will look to the applicable federal or state statute and/or case law for that claim. Filing suit in a court of law does not toll the statute of limitations for claims subject to arbitration under this Agreement. If the Team Member is compelled by a court of law to file a claim in Arbitration subject to this Agreement, the Team Member must do so within 30 days of such order compelling arbitration or the Team Member's claim shall be dismissed with prejudice for want of prosecution and all of the Team Member's claims against United are waived.

h. Venue

Venue for the arbitration shall only be in Lubbock County, Texas.

i. Selection of the Arbitrator

Arbitrations pursuant to this Agreement shall be conducted in accordance with the procedures set forth herein. The parties shall use one arbitrator only. The arbitrator must reside in Lubbock County, Texas, and must either be a retired judge or attorney licensed to practice law in Texas. If the Team Member and United cannot agree on an arbitrator, each party shall select an arbitrator, and these two arbitrators shall mutually select the final arbitrator who shall preside over the arbitration.

j. Representation

Each party may be represented by an attorney at any arbitration covered by this Agreement.

k. Fees and Costs

The party requesting the arbitration shall pay to the arbitrator his/her filing fee up to a maximum of $125 when the claim is filed. United shall pay the remainder of the filing fee. Except as provided below, each party will pay its own costs and attorneys' fees, except that the arbitrator may, in his or her discretion, permit the prevailing party to recover fees and costs only to the extent permitted by applicable law.

l. Discovery

The parties will be entitled to engage in discovery in the form of requests for documents, interrogatories, requests for admission, physical and/or mental examinations, and depositions under the standards provided by the Federal Rules of Civil Procedure and Federal Rules of Evidence in effect at the time the arbitration is initiated. Each side will be limited to no more than four depositions and an aggregate of 40 discovery requests of any kind, including sub-parts, except as mutually agreed to by the parties or as ordered by the arbitrator.

At a mutually agreeable date (unless the parties cannot agree to a date, in which case, by the date set by the arbitrator), the parties will exchange lists of experts who will testify at arbitration. Each side may depose the other side's experts and obtain the documents they reviewed and relied upon, and these depositions will not be charged to the parties' aggregate limit on discovery requests or the four-deposition limit. Any disputes concerning discovery shall be resolved by the arbitrator, with a presumption against increasing the aggregate

limit of requests. Requests to conduct discovery beyond the limits contained in this subsection shall be granted only upon a showing of good cause, as that term is interpreted under federal procedural law.

m. Dispositive Motions

The arbitrator will have the authority to consider and grant motions dispositive of all or part of any claim, using the standards governing such motions under the Federal Rules of Civil Procedure in effect at the time the arbitration is initiated. This includes motions for summary judgment, which, if granted, allow a party, prior to the arbitration, to either (1) have all or part of the other party's claim(s) or defense(s) dismissed, or (2) obtain an affirmative finding on a claim brought by that party or a defense asserted by that party.

n. Exclusive Remedy

Arbitration is the mandatory and exclusive remedy for all Arbitration Claims governed by this Section. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement, including the whether certain claims are subject to this Agreement. The arbitrator shall have no power to vary or ignore the terms of this Agreement and shall be bound by controlling law, the Federal Rules of Evidence, and the Federal Rules of Civil Procedure.

o. Arbitrator's Decision

The arbitrator shall render a decision and a written opinion to both parties in the form typically rendered in labor arbitrations. The decision of an arbitrator on any claims submitted to arbitration shall be in writing, setting forth the findings of fact and conclusions of law and the reasons supporting the decision. The decision shall be final and binding upon the parties, except that both parties shall have the right to appeal any errors of law in the arbitrator's decision to the Federal District Court or United States Court of Appeals for the Fifth Circuit, should the Federal District Court decide it does not have jurisdiction. The standard for appeal will be based on the standard utilized by the United States Court of Appeals for the Fifth Circuit. In the event neither the Federal District Court nor the United States Court of Appeals for the Fifth Circuit accepts jurisdiction, either party may file the appeal in Texas District Court in Lubbock County, Texas.

4. Claims Not Included in Employment Law Claims or Arbitration Claims.

Arbitration and Employment Law Claims do not apply to claims for workers' compensation or unemployment compensation benefits. Claims for workers' compensation or unemployment compensation benefits are governed by state law only and shall therefore be resolved exclusively through the appropriate legal procedures of the State of Texas. Arbitration and Employment Law Claims also do not apply to claims for money owed by a Team Member, whether by theft, breach of United's policy or otherwise; claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition; and/or claims for the use and/or unauthorized disclosure of trade secrets or confidential information. Such claims may be pursued by United in a court of competent jurisdiction.

5. Miscellaneous Terms.

a. Consideration

In addition to any other consideration that may exist for this Agreement, each party's mutual promise to resolve claims and controversies in accordance with the provisions of this Agreement constitutes consideration for this Agreement. Likewise, the Team Member's continued employment with United after receiving notice of the institution of this Agreement also constitutes consideration for this Agreement.

b. Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor shall this Agreement be construed in any way to change the Team Member's employment status from at-will employment status.

c. Term, Modification and Revocation

This Agreement shall survive the employer-employee relationship between United and the Team Member and shall apply to any claim covered by this Agreement, whether it arises or is asserted during or after termination of the Team Member's employment with United or during or after the expiration of any benefit plan. This Agreement can be modified or revoked in writing by United at any time, but only with prior written notice to the Team Member of that modification or revocation. Such modification or revocation will not apply to any claim that has already been filed or submitted under this Agreement.

d. Severability

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement.

e. Sole and Entire Agreement

This Agreement constitutes the complete agreement of the parties on the subject of resolution of disputes between the parties, except for any potential collective bargaining agreement. This Agreement supersedes any prior or contemporaneous oral or written agreement or understanding on the subject matters contained in this Agreement.

f. Effective Date

The effective date of this Agreement is May 1, 2016.