

**EXECUTION COPY**

**ALBERTSONS COMPANIES 401(k) PLAN**

**Amendment and Restatement  
Effective January 1, 2018**

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## ARTICLE 1

### GENERAL

- 1.1 Introduction. This plan is the Albertsons Companies 401(k) Plan. Albertsons Companies LLC, or any successor thereto (the “Plan Sponsor”) established and maintains the Plan in order to provide Eligible Employees of Participating Companies who meet specified requirements with an opportunity to accumulate savings for their retirement. The Plan is intended to be a profit sharing plan qualified under Code Section 401(a) with a cash or deferred arrangement under Code Section 401(k) and the Trust forming part thereof is intended to be exempt from taxation under Code Section 501(a). The Plan is intended to be construed, maintained and administered in compliance with the Code and ERISA. Contributions may be made to the Plan without regard to current or accumulated profits.
- 1.2 History.
- (a) In General. The Plan initially was adopted effective as of January 1, 1952 by Safeway Inc. and was subsequently named the Safeway 401(k) Plan. The most recent restatement of the Safeway 401(k) Plan was effective January 1, 2017. The 2017 restatement was covered by the Plan’s most recent Internal Revenue Service favorable determination letter.
- (b) Plan Merger. Effective on the Merger Date, the Albertson’s LLC 401(k) Plan, New Albertson’s, Inc. 401(k) Plan, United Supermarkets, LLC 401(k) Retirement and Savings Plan and Llano Logistics, Inc. 401(k) Retirement Savings Plan (the “Merged-In Plans”) were merged into and with the Safeway 401(k) Plan and all assets and liabilities were transferred to the Plan. At such time, the Plan Sponsor changed to Albertsons Companies LLC and the Plan name changed to the Albertsons Companies 401(k) Plan. These Merged-In Plans and the plans merged in prior to this Restatement are listed in Appendix C.
- 1.3 Technical Structure. Except as otherwise provided in this document, the terms and conditions of this document are supplemented by the terms and provisions of any Appendix hereto and the Trust Agreement, and the same are hereby incorporated herein by reference. The Plan is a single plan under the Code and ERISA that is funded by a single pool of assets. In the event of any conflict between the terms of this document and the terms of an Appendix, the terms of the Appendix shall control unless specifically provided otherwise. In the event of a conflict between the terms of this document and the terms of the Trust, the terms of this document shall control. Certain terms are capitalized and have the respective meanings set forth in Article 2. Any term which is defined in Article 2 and also defined in an Appendix shall have the meaning assigned to it under that Appendix for purposes of that Appendix. Nothing in this Section shall supersede the Plan Administrator’s authority to interpret the Plan under Section 14.1.



1.4 January 1, 2018 Restatement.

- (a) In General. The Plan is amended and restated effective January 1, 2018, except as specifically provided otherwise. No provision of the Plan will be construed to retroactively eliminate or reduce any optional form of benefit that existed under the Plan or the Merged-In Plans before this restatement or otherwise reduce a Participant's accrued benefit protected by Code Section 411(d)(6), except to the extent permitted by applicable law.
  
- (b) Individuals Covered by Restatement. This amendment and restatement shall apply to Participants, Beneficiaries and Alternate Payees whose Benefit Commencement Date is on or after January 1, 2018. The rights of all other Participants, Beneficiaries or Alternate Payees shall be governed by the terms of the Plan or the Merged-In Plans in effect on the applicable Benefit Commencement Date.

## ARTICLE 2

### DEFINITIONS

- 2.1 Account means, with respect to a Participant, Beneficiary or Alternate Payee, the amount of money or other property in the Trust Fund, as is evidenced by the last balance posted in accordance with the terms of the Plan to the account record established for such Participant, Beneficiary or Alternate Payee. The Plan Administrator, as required by the terms of the Plan and otherwise as it deems necessary or desirable in its sole discretion, may establish and maintain separate subaccounts for each Participant, Beneficiary and Alternate Payee. "Account" shall refer to the aggregate of all separate active or inactive subaccounts or to individual, separate active or inactive subaccounts, as may be appropriate in context. The active and inactive subaccounts that were combined with the Plan Merger described in Section 1.2 are reflected in Appendix E. The Account shall be credited with Contributions and gains and losses arising from the investment of the Account and charged with administrative and investment fees and expenses, if applicable.
- 2.2 ACP or Actual Contribution Percentage means the sum of the Contribution Percentages for all Eligible Employees of a Participating Company in either the Highly Compensated Employee or Non-Highly Compensated Employee group divided by the number of Eligible Employees of that Participating Company in that group.
- 2.3 ACP Test means the nondiscrimination test described in Section 7.3 and as set forth in Code Section 401(m)(2) and Treasury Regulation Section 1.401(m)-2.
- 2.4 Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who has been admitted to, and not removed from, active participation in the Plan, and with respect to each Contribution, has satisfied the separate participation requirements for each Contribution. Each Eligible Employee who is an Active Participant in the Plan or the Merged-In Plans on the day immediately preceding January 1, 2018 shall continue as an Active Participant in the Plan in accordance with the terms of the Plan.
- 2.5 Administrative Committee means the committee that is responsible for handling claims and certain other administrative matters delegated to it from the Plan Administrator as provided in Article 14.
- 2.6 ADP or Actual Deferral Percentage means the sum of the Deferral Percentages for all Eligible Employees in either the Highly Compensated Employee or Non-Highly Compensated Employee group divided by the number of Eligible Employees in that group.
- 2.7 ADP Test means the nondiscrimination test described in Section 7.2 and as set forth in Code Section 401(k)(3) and Treasury Regulation Section 1.401(k)-2.
- 2.8 Affiliate means a member of a controlled group of corporations (as defined in Code Section 414(b)) with a Participating Company, member of a group of commonly controlled trades or businesses (as defined in Code Section 414(c)) that includes a

Participating Company, or a member of an affiliated service group (as defined in Code Section 414(m)) of which a Participating Company is a member, and any other entity required to be aggregated with a Participating Company pursuant to Code Section 414(o).

- 2.9 After-Tax Rollover Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to After-Tax Rollover Contributions, including any amounts rolled into the Plan or the Merged-In Plans prior to the Merger Date, if any, as reflected in Appendix E.
- 2.10 After-Tax Rollover Contributions means the amounts contributed to the Trust Fund (and received and accepted by the Trustee) as “rollover” contributions as defined in Code Section 402, which shall only include amounts distributed to an Employee from another traditional after-tax contribution account under an applicable retirement plan described in Code Section 402A(e)(1).
- 2.11 Albertson’s Plan means the Albertson’s LLC 401(k) Plan, as in effect on the Merger Date.
- 2.12 Alternate Payee means a Spouse, former Spouse, child or other dependent of a Participant who has the right to receive all, or a portion of such Participant’s Account balance under a Qualified Domestic Relations Order.
- 2.13 Annual Addition means the sum of the amounts described in Section 7.4(c).
- 2.14 Annuity Eligible Balance means the balance of Prior Employer QJSA Account II and Prior Employer QJSA Account III.
- 2.15 Beneficiary means the Participant’s Spouse or other individual who is designated by the Participant in the manner and time set forth in Section 12.1(c) and procedures established by the Plan Administrator.
- 2.16 Benefit Commencement Date means the first day of the first period for which the Participant elects to begin receiving payments.
- 2.17 Board means the Board of Directors of the Company.
- 2.18 Break in Service
- (a) In General. Break in Service means a Computation Period during which the Employee does not complete more than 500 Hours of Service.
  - (b) Maternity or Paternity Leave.
    - (i) Notwithstanding subsection (a), the number of Hours of Service to which an Employee who is absent from work due to a Maternity or Paternity Leave shall be credited shall be:

- (A) The number which otherwise would normally have been credited to the Employee but for the Maternity or Paternity Leave, or
  - (B) If the number described in subparagraph (A) above is not capable of being determined, 8 Hours of Service per day of such Maternity or Paternity Leave provided that the total number of hours treated as Hours of Service under this subparagraph (B) shall not exceed 501 and that these Hours of Service shall be taken into account solely for purposes of determining whether or not the Employee has incurred a Break in Service.
- (ii) “Maternity or Paternity Leave” shall mean an absence from work for any period:
    - (A) By reason of the pregnancy of the Employee,
    - (B) By reason of the birth of a child of the Employee,
    - (C) By reason of the placement of a child with the Employee in connection with the adoption of the child by the Employee, or
    - (D) For purposes of caring for the child for a period beginning immediately following the birth or placement.
  - (iii) The hours described in subsection (b) shall be credited to the Computation Period in which the absence from work begins, if the Employee would be prevented from incurring a Break in Service in that Computation Period solely because the period of absence is treated as Hours of Service under this Section 2.18, or as in any other case, in the immediately following Computation Period.
  - (iv) The provisions of subsection (b) shall not apply unless the Employee provides such timely information as the Plan Administrator may reasonably require to establish that the absence is for the reasons listed above and the number of days for which there was such an absence.
- (c) Rules on Return to Employment. An Employee who returns to employment after a Break in Service shall retain credit for his pre-Break Years of Service.
- 2.19 Business Day means each day on which the New York Stock Exchange is open for business.
- 2.20 Catch-Up Contributions means the Employee Contributions described in Section 4.1(c) and as set forth in Code Section 414(v), subject to the following:
- (a) Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415(c); and

- (b) The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(a)(4), 401(k)(3), 410(b), or 416, as applicable, by reason of the making of (or the right to make) Catch-Up Contributions.
- 2.21 Code means the Internal Revenue Code of 1986, as amended from time to time, and any applicable guidance issued by the Internal Revenue Service thereunder.
- 2.22 Collington Matching Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Matching Contributions made under Section D-1 of Appendix D, including amounts contributed to the Plan prior to or on the Merger Date, if any, as reflected in Appendix E.
- 2.23 Company means the Albertsons Companies LLC, or any successor thereto.
- 2.24 Compensation.
- (a) Benefits Compensation. For purposes of determining the amount of Pre-Tax Contributions and Roth Contributions pursuant to Section 4.1 and Matching Contributions pursuant to Section 4.2, allocating Qualified Non-Elective Contributions pursuant to Section 6.3, allocating Forfeitures pursuant to Section 6.5, and for all other purposes except those set forth in subsections (b), (c), (d) and (e), “Compensation” means, for any Plan Year, the following:
    - (i) Compensation includes all wages, salaries, fees and other amounts received by the Employee for personal services rendered in the course of employment with a Participating Company, but only to the extent includible in gross income. This definition includes overtime, bonuses, commissions and similar payments and includes elective contributions that are not includible in income under Code Section 125 (cafeteria plans), 132(f)(4) (qualified transportation fringe benefit) or 402(e)(3) (elective deferrals).
    - (ii) Notwithstanding the foregoing, Compensation does not include fringe benefits (cash and non-cash), reimbursements or other expense allowances, welfare benefits, moving expenses, and contributions to or distributions from a nonqualified deferred compensation plan.
    - (iii) Compensation includes only Compensation paid while an Eligible Employee. Notwithstanding the foregoing, Compensation also includes amounts earned while an Eligible Employee but, due to the timing of pay periods and pay days, paid during the first few weeks after the individual ceases to be an Employee (e.g. cash-outs of vacation pay upon Termination of Employment or receipt of a final paycheck after Termination of Employment).
    - (iv) The Compensation of a Participant for a Plan Year will not exceed the Code Section 401(a)(17)(A) limit adjusted as described in Code Section

401(a)(17)(B) for cost-of-living increases. The indexing in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined beginning in that calendar year. If a Plan Year consists of fewer than 12 months, the Code Section 401(a)(17)(A) limit will be multiplied by a fraction, the numerator of which is the number of months in the Plan Year, and the denominator of which is 12.

- (b) Top-Heavy Compensation. Solely for purposes of Section 16.5 (relating to minimum Contributions under a Top-Heavy Plan), “Compensation” means Section 415 Compensation.
- (c) Section 415 Compensation. For purposes of Section 7.4 (relating to maximum contribution and benefit limitations under Code Section 415), “Compensation” means, with respect to a Participant for a Limitation Year, wages, within the meaning of Code Section 3401(a), and all other payments of compensation to an Employee by a Participating Company and a Section 415 Affiliate for which the Participating Company or Section 415 Affiliate is required to furnish the Employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and shall include the following:
  - (i) Amounts not includible in the gross income of the Employee by reason of Code Section 125, 129, 132(f)(4), 402(g)(3), 403(b), or 457, including any amounts not available to an Employee in cash in lieu of group health coverage because the Employee is unable to certify that he has other health coverage;
  - (ii) Any amounts received by the later of 2½ months after severance from employment or the end of the calendar year that includes that date of severance from employment, if absent a severance from employment, (A) such payments would have been paid to the Employee while the Employee continued employment with the Participating Company and any Section 415 Affiliate and are regular compensation for services during the Employee’s regular working hours, compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments or (B) such payments are unused accrued bona fide sick, vacation or other leave but only if the Employee would have been able to use the leave if employment had continued; and
  - (iii) Differential pay that (A) is made by the Participating Company and any Section 415 Affiliate to a Participant with respect to any period during which the Participant is performing service in the uniformed services while on active duty for a period of more than 30 days, and (B) represents all or a portion of the wages the Participant would have received from the Participating Company or any Section 415 Affiliate if the Participant had remained actively employed.

- (d) Key Employee and Highly Compensated Employee Compensation. For purposes of determining which Employees are Key Employees under Section 2.55 and which Employees are Highly Compensated Employees under Section 2.50 for any applicable Plan Year, “Compensation” means Section 415 Compensation.
- (e) Testing Compensation. For purposes of performing discrimination testing to ensure compliance with Code Sections 401(k) and 401(m), “Compensation” generally means Benefits Compensation, or any such other compensation definition under Treasury Regulation Section 1.414(s)-1 that satisfies the nondiscrimination requirements of Code Section 414(s), as elected by the Plan Administrator and applied on a uniform and consistent basis to all Eligible Employees.

2.25 Computation Period.

- (a) In General. Computation Period means the consecutive 12 month period used for determining whether the Employee is to be credited with a Year of Service or a Break in Service.
- (b) Match Eligibility. An Employee’s initial Eligibility Computation Period shall be the 12-month period commencing on the Employee’s Employment Commencement Date. The second Eligibility Computation Period will begin on the first day of the Plan Year which begins prior to the first anniversary of the Employee’s Employment Commencement Date (regardless of whether the Employee is credited with a specific number of Hours of Service during the initial Eligibility Computation Period) and each subsequent Eligibility Computation Period will consist of each subsequent Plan Year.
- (c) Vesting. An Employee’s Vesting Computation period shall be the Plan Year.
- (d) Completion. A Year of Service shall be deemed completed only as of the last day of the Computation Period (irrespective of the date in such period that the employee completed 1,000 Hours of Service). Fractional Years of Service shall not be credited.

2.26 Contributions means, individually or collectively, as the context so requires, the Pre-Tax, Roth, Catch-Up, Roth Catch-Up, Matching, Qualified Non-Elective Contributions, Rollover, After-Tax Rollover, Roth Rollover and Transfer Contributions permitted under the Plan.

2.27 Contribution Percentage means the ratio expressed in a percentage of the amount of an Eligible Employee’s Matching Contributions to the Plan for the Plan Year, and Qualified Non-Elective Contributions to the extent designated by the Retirement Benefit Plans Committee pursuant to Article 7 for a Plan Year, to the Eligible Employee’s Compensation for the Plan Year.

2.28 Controlled Group Company means a Participating Company and any Affiliate of that Participating Company.

- 2.29 Deferral Election means an election by an Active Participant directing the Participating Company of which he is employed to withhold a percentage of his current Compensation from his paychecks and to contribute such withheld amount to the Plan as Pre-Tax Contributions or Roth Contributions.
- 2.30 Deferral Percentage means the ratio of an Eligible Employee's Pre-Tax Contributions and Roth Contributions to the Plan for the Plan Year to the Eligible Employee's Compensation for the Plan Year. For this purpose, Pre-Tax Contributions and Roth Contributions also include (a) Catch-up Contributions and Roth Catch-up Contributions that are recharacterized as Pre-Tax Contributions or Roth Contributions and (b) Pre-Tax Contributions and Roth Contributions of Highly Compensated Employees that are in excess of the Maximum Deferral Amount and that are not recharacterized as Catch-up Contributions or Roth Catch-up Contributions.
- 2.31 Defined Benefit Plan means any qualified retirement plan maintained by an Affiliate which is not a Defined Contribution Plan.
- 2.32 Defined Contribution Plan means any qualified retirement plan maintained by an Affiliate (or, for purposes of Section 7.4, a Section 415 Affiliate) which provides for an individual account for each participant and for benefits based solely on the amount contributed to the participant's account and any income, expenses, gains, losses and forfeitures of accounts of other participants, which may be allocated to such participant's account.
- 2.33 Determination Date means the last day of the immediately preceding Plan Year.
- 2.34 Direct Rollover means a direct payment by the Plan of an Eligible Rollover Distribution to the Eligible Retirement Plan specified by the Distributee.
- 2.35 Disability means the occurrence of any one of the following:
- (a) A determination by the insurer under a long term disability program maintained by a Participating Company that such Participant is eligible to receive long term disability benefits under such program;
  - (b) A disability for which the Participant has received a disability award under the Federal Social Security Act,
  - (c) A disability for which the Participant has received a writing from the Federal Social Security Administration stating that a disability award is unavailable to the Participant solely because the Participant has not been credited with enough quarters of coverage to qualify for an award under the Federal Social Security Act; or
  - (d) A disability for which a Participant has received a writing from the Federal Social Security Administration stating that a disability award under the Federal Social Security Act would have been available to the Participant had the Participant not died prior to a final determination under the Federal Social Security Act.



- 2.36 Distributee means an Employee, a former Employee, an Employee's or former Employee's Surviving Spouse with regard to such Spouse's interest in the Plan, an Employee's or former Employee's Spouse or former Spouse who is an Alternate Payee with regard to such Spouse's interest in the Plan, or a non-Spouse designated Beneficiary with regard to such non-Spouse designated Beneficiary's interest in the Plan.
- 2.37 Domestic Relations Order means a judgment, decree or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law (including a community property law) which relates to the provision of child support, alimony payments or marital property rights to an Alternate Payee.
- 2.38 Election Period means the period beginning 180 days before such Participant's Benefit Commencement Date.
- 2.39 Eligible Employee.
- (a) General Rules. The Employees eligible to participate in the Plan are described in subsection (b) below and the Employees excluded from participation in the Plan are described in subsections (c) and (d) below. An individual's status as an Eligible Employee shall be determined by the Participating Company. Subject to Section 15.3 relating to the review of denied claims, all such determinations shall be conclusive and binding on all persons.
- (b) Covered Employees. Eligible Employee includes any Employee of a Participating Company who satisfies the following:
- (i) The Employee is age 21;
- (ii) The Employee is paid on United States dollar payroll; and
- (iii) For any Employee whose employment is governed by the terms of a collective bargaining agreement where retirement benefits were the subject of good faith bargaining between a Participating Company and the Employee's representative, such collective bargaining agreement provides for the benefits set forth in this Plan.
- (c) General Exclusions. Notwithstanding the foregoing, an Eligible Employee shall not mean:
- (i) Any Employee who is eligible to participate in any other Defined Contribution Plan maintained in whole or in part by contributions of any Controlled Group Employer;
- (ii) Any Employee who is a non-resident alien with no United States source earned income within the meaning of Code Section 861(a)(3);
- (iii) Any individual who is not on the payroll of a Participating Company and who, at any time and for any reason, is deemed to be an Employee;

- (iv) Any Employee whose employment is governed by the terms of a collective bargaining agreement where retirement benefits were the subject of good faith bargaining between a Participating Company and the Employee's representative and such collective bargaining agreement does not provide for the benefits set forth in this Plan;
  - (v) Any Leased Employee within the meaning of Code Section 414(n); and
  - (vi) Any individual designated by a Participating Company on its records as an independent contractor or consultant (even if a court, the Internal Revenue Service, or another entity or body determines that such individual is an Employee).
- (d) Additional Exclusions for Matching Contributions. In addition to the exclusions described in subsection (c) above, an Eligible Employee for Matching Contributions shall not mean an Employee who is or later becomes eligible to participate in the Employee Retirement Plan of Safeway Inc. and Its Domestic Subsidiaries. A Participant who later becomes eligible for the Employee Retirement Plan of Safeway Inc. and Its Domestic Subsidiaries shall cease eligibility for Matching Contributions as soon as administratively feasible thereafter.
- 2.40 Eligible Non-Highly Compensated Employee means an Employee who is not a Highly Compensated Employee, and who was or is an Active Participant at any time during the Plan Year.
- 2.41 Eligible Retirement Plan means any retirement plan within the meaning of Code Section 402(c)(8), and includes:
- (a) An individual retirement account described in Code Section 408(a);
  - (b) An individual retirement annuity described in Code Section 408(b);
  - (c) A qualified plan described in Code Section 401(a);
  - (d) An annuity plan described in Code Section 403(a);
  - (e) An annuity contract described in Code Section 403(b);
  - (f) An eligible deferred compensation plan described under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan;
  - (g) A Roth individual retirement plan described in Code Section 408A; and
  - (h) In the case of a distribution to Distributee who is a non-Spouse Beneficiary, Eligible Retirement Plan shall only mean an inherited individual retirement

account within the meaning of Code Section 408(d)(3)(C) or an inherited Roth individual retirement account as described in Code Section 408A.

#### 2.42 Eligible Rollover Distribution.

- (a) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Distributee, except that an “Eligible Rollover Distribution” does not include:
- (i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and his designated Beneficiary, or for a specified period of 10 years or more;
  - (ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9);
  - (iii) The portion of any distribution that is not includible in gross income of the Distributee (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);
  - (iv) Withdrawals on account of hardship, as described in Code Section 401(k)(2)(B)(i); or
  - (v) Any such other amounts as set forth in Treasury Regulation Section 1.402(c)-2, as applicable.
- (b) Eligible Rollover Distribution also includes any distribution of any portion of the balance to the credit of the Distributee that is not includible in gross income if the distribution is made in a Direct Rollover to:
- (i) A qualified trust under Code Section 401(a) or annuity contract under Code Section 403(b) and such trust or contract agrees to separately account for such transferred amounts (and earnings thereon);
  - (ii) An individual retirement account described in Code Section 408(a) or Code Section 408A; or
  - (iii) An individual retirement annuity described in Code Section 408(b) (other than an endowment contract).

#### 2.43 Employee.

- (a) General. Employee means any individual who is employed as a common law employee by a Controlled Group Company, and any individual who is a Leased Employee and who is providing services to a Controlled Group Company.

- (b) Certain Leased Employees Excluded. Notwithstanding the foregoing, a Leased Employee will not be an Employee if both paragraphs (i) and (ii) are satisfied:
- (i) The individual is covered by a money purchase pension plan providing a nonintegrated employer contribution rate of at least 10% of compensation (defined in Code Section 415(c)(3)), but including amounts contributed pursuant to a salary reduction agreement that are excludable from gross income under Code Section 125 or 402(a)(8), immediate participation, and full and immediate vesting.
  - (ii) Leased Employees do not constitute more than 20% of the entire non-highly compensated work force of a Controlled Group Company.
- 2.44 Employment Commencement Date means the date on which an Employee is first credited with an Hour of Service for any Participating Company as an Employee, provided that, in the case of a Break in Service, the Employment Commencement Date shall be the first date thereafter as of which an Employee is credited with an Hour of Service.
- 2.45 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time and the Department of Labor Regulations issued thereunder.
- 2.46 Fiduciary means a person who is a fiduciary as defined in ERISA.
- 2.47 Fixed Installments means the Form of Payment described in Section 11.2(b) that provides for fixed annual, quarterly or monthly payments over a period of years or the life of the Participant.
- 2.48 Forfeiture means, for any Plan Year, the dollar amount of an Account that is properly removed from the Account during such Plan Year for any reason other than a distribution or withdrawal pursuant to an appropriate election.
- 2.49 Form of Payment means the form in which retirement benefits are paid under the Plan, as described in Section 11.2.
- 2.50 Haggen Profit Sharing Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to contributions made under the Safeway Inc. dba Haggen Profit Sharing and Savings Plan, if any, as reflected in Appendix E.
- 2.51 Haggen Union Match Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to contributions made under Sections D-2 and D-3 of Appendix D, including amounts contributed to the Plan prior to or on the Merger Date, if any, as reflected in Appendix E.

2.52 Highly Compensated Employee.

- (a) General. Highly Compensated Employee means an active Employee who:
- (i) During the Plan Year for which the determination is being made (Determination Year) or the 12-month period preceding the Determination Year (Look-Back Year) was a 5% owner; or
  - (ii) During the Look-Back Year received Compensation of more than \$80,000 as adjusted pursuant to Code Sections 414(q) and 415(d).
- (b) Compliance with Code Section 414(q). Notwithstanding the foregoing, the determination of who is a Highly Compensated Employee, including whether a former Employee is a Highly Compensated Employee, shall be made in accordance with Code Section 414(q) and the Treasury Regulations thereunder.

2.53 Hour of Service means each hour for which an Employee is paid or entitled to payment from any Controlled Group Company in accordance with Department of Labor Regulation 29 CFR Sec. 2530.200b-2. In the event that an Employee is compensated for duties performed on a basis other than actual hours worked and no records of the Employee's actual working hours are maintained, the Employee shall be deemed to have completed 45 Hours of Service for each week, or portion thereof during which he is credited with an Hour of Service for a Controlled Group Company.

2.54 Inactive Participant means for any Plan Year (or any portion thereof), any individual who is employed by a Participating Company but is no longer an Eligible Employee and who retains an Account under the Plan.

2.55 Investment Fund or Funds means one or all of the investment options established from time to time pursuant to the terms of Section 8.1.

2.56 Joint and Survivor Annuity means the Form of Payment described in Appendix B that provides for an annuity payable to the Participant and a survivor benefit to the Participant's Surviving Spouse.

2.57 Key Employee means any Employee or former Employee (including the Beneficiaries of such Employee and any deceased Employee) who at any time during the Plan Year that includes the Determination Date, was (i) an officer of a Controlled Group Company having annual Compensation greater than the amount in effect under Code Section 416(i)(1)(A), as adjusted by the Secretary of the Treasury under Code Section 415(d); (ii) a 5% owner of a Controlled Group Company; or (iii) a 1% owner of a Controlled Group Company who has annual Compensation of more than \$150,000. A determination of who constitutes a Key Employee shall be made in accordance with Code Section 416(i)(1) and the applicable Treasury Regulations and other guidance of general applicability issued thereunder.

2.58 Leased Employee.

- (a) To the extent required by Code Section 414(n), Leased Employee means any individual who is not a common law employee and who provides services to a Controlled Group Company if:
  - (i) The services are provided pursuant to an agreement between the Controlled Group Company and any other person;
  - (ii) The individual has performed those services for the Controlled Group Company (or for such employer and related persons) on a substantially full-time basis for a period of at least 1 year; and
  - (iii) The services are under the primary direction or control of the Controlled Group Company.
- (b) Contributions or benefits provided to a Leased Employee by the leasing organization that are attributable to services performed for the Controlled Group Company shall be treated as provided by the Controlled Group Company.
- (c) Notwithstanding the foregoing, the determination of who is a Leased Employee shall be made in accordance with Code Section 414(n), the Treasury Regulations thereunder and any applicable guidance or rulings.

2.59 Limitation Year means the calendar year.

2.60 Llano Plan means the Llano Logistics, Inc. 401(k) Retirements Savings Plan, as in effect on the Merger Date.

2.61 Lump Sum means the Form of Payment described in Section 11.2(a) that provides a single payment to a Participant, Alternate Payee or Beneficiary.

2.62 Matching Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Matching Contributions (unless a separate subaccount has been established), if any, as reflected in Appendix E.

2.63 Matching Contributions means the amounts paid by each Participating Company to the Trust Fund on behalf of eligible Participants pursuant to Section 4.2 and Appendix D.

2.64 Maximum Deferral Amount means the maximum dollar limitation set forth in Code Section 402(g) (as adjusted by the Secretary of the Treasury for cost of living expenses).

2.65 Merger Date means January 1, 2018 for purposes of the plans merged at the time of this Restatement. Prior and subsequent merger dates, if any, are set forth in Appendix C.

2.66 NAI Plan means the New Albertson's, Inc. 401(k) Plan, as in effect on the Merger Date.

- 2.67 Named Fiduciary shall have the meaning assigned to it in ERISA Section 402(a)(2).
- 2.68 Non-Highly Compensated Employee means an Employee who is not a Highly Compensated Employee.
- 2.69 Non-Key Employee means any Employee who is not a Key Employee.
- 2.70 Normal Retirement, means the Termination of Employment (except by death) of an Active Participant or Inactive Participant on or after his Normal Retirement Date.
- 2.71 Normal Retirement Age means age 65.
- 2.72 Normal Retirement Date means the day the Participant attains Normal Retirement Age.
- 2.73 Participant means any person who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article 3. "Participant" shall include Active Participants, Inactive Participants and former Employees who have an Account under the Plan.
- 2.74 Participating Company means each of the companies listed on Appendix A (Participating Companies), and any successor thereto that has adopted the Plan in accordance with Section 13.3.
- 2.75 Plan means the Albertsons Companies 401(k) Plan, as contained herein and all amendments hereto.
- 2.76 Plan Administrator means the person or entity responsible for administering the Plan and other specific duties as provided in Article 14.
- 2.77 Plan Assets means assets of the Plan held by a Trustee pursuant to a Trust Agreement.
- 2.78 Plan Year means a calendar year.
- 2.79 Pre-Tax Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Pre-Tax Contributions and Pre-Tax Catch-Up Contributions, including amounts contributed to or transferred to the Plan prior to or on the Merger Date, if any, as reflected in Appendix E.
- 2.80 Pre-Tax Contributions means any amount subject to a Deferral Election that is contributed to the Plan on a before-tax basis.
- 2.81 Prior After-Tax Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to traditional after-tax contributions made under the Plan and the Merged-In Plans prior to the Merger Date, if any, as reflected in Appendix E.

- 2.82 Prior ASRE ESOP Transfer Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust attributable to the ASRE ESOP Transfer Accounts under the Albertson's Plan and the NAI Plan transferred to the Plan on the Merger Date, if any, as reflected in Appendix E.
- 2.83 Prior Employer Account I means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to certain accounts maintained in the Plan and transferred to the Plan on the Merger Date, if any, as reflected in Appendix E.
- 2.84 Prior Employer QJSA Account II means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to certain accounts maintained in the Plan and transferred to the Plan on the Merger Date, if any, as reflected in Appendix E.
- 2.85 Prior Employer QJSA Account III means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable certain accounts maintained in the Plan and transferred to the Plan on the Merger Date, if any, as reflected in Appendix E.
- 2.86 Prior ESOP Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to the Prior ESOP Account or Prior ESOP Dividend Account maintained under the Plan prior to the Merger Date, if any, as reflected in Appendix E.
- 2.87 Prior United Employer Account means the separate inactive subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to amounts transferred to the Plan on the Merger Date from the United Plan, if any, as reflected in Appendix E.
- 2.88 QPSA Election Period means the following:
- (a) in the case of a Participant who has incurred a Termination of Employment, the period which begins on the date of his Termination of Employment and ends on the date of his death, or otherwise,
  - (b) the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of his death.
- 2.89 Qualified Domestic Relations Order means a Domestic Relations Order which has been approved by the Plan Administrator in accordance with the procedures established by the Plan Administrator. In no event shall a Domestic Relations Order be a Qualified Domestic Relations Order unless it complies with Code Section 414(p) and Treasury Regulations thereunder.
- 2.90 Qualified Non-Elective Contributions Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Qualified Non-Elective Contributions, including amounts transferred to the



- Plan on the Merger Date, which are attributable to qualified non-elective contributions, if any, as reflected in Appendix E.
- 2.91 Qualified Non-Elective Contributions means the qualified non-elective contributions paid to the Trust Fund by each Participating Company pursuant to the terms of Section 4.3.
- 2.92 Qualified Reservist means a Participant who satisfies the following conditions:
- (a) By reason of his being a member of a “reserve component,” he was ordered or called to active duty for a period in excess of 179 days;
  - (b) He was called to active duty after September 11, 2001;
  - (c) He is on active duty when the distribution described in Section 10.6 is made; and
  - (d) He provides sufficient documentation from the United States Military confirming that he was called to active duty.
- 2.93 Qualified Pre-retirement Survivor Annuity means an annuity for the life of the Surviving Spouse the actuarial equivalent of which is not less than 100% of the balance of Participant’s Eligible Annuity Balance as of the date of his death.
- 2.94 Required Beginning Date means:
- (a) For any Participant who is a “5% owner” (as defined in Code Section 416(i)(1)(B)(i)), April 1 of the calendar year following the calendar year in which the Participant attains age 70½.
  - (b) With regard to any Participant who is not a 5% owner, April 1 of the calendar year following the calendar year in which the later of the following occurs: (i) the Participant attains age 70½ or (ii) the Participant has a Termination of Employment.
- 2.95 Rollover Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to pre-tax Rollover Contributions, including amounts contributed to and transferred to the Plan prior to or on the Merger Date, which are attributable to pre-tax rollover contributions, if any, as reflected in Appendix E.
- 2.96 Rollover Contributions means the amounts contributed to the Trust Fund (and received and accepted by the Trustee) as “rollover” contributions as defined in Code Section 402, which shall include:
- (a) Amounts eligible for tax-free rollover treatment that an Employee has elected to transfer to the Plan directly from a plan described in Code Section 401(a) or 403(b)(7), or a plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;

- (b) Distributions from a plan described in subsection (a) that are received by an Employee and are eligible for tax-free rollover treatment and which are transferred by the Employee to the Plan within 60 days following his receipt of such distribution;
- (c) Amounts eligible for tax-free rollover treatment that an Employee has elected to transfer to the Plan directly from a conduit individual retirement account under Code Section 408(a); provided, however, that such account does not include amounts designated as a Roth individual retirement account described in Code Section 408A; and
- (d) Distributions from a conduit individual retirement account described in subsection (c) that are received by an Employee and are eligible for tax-free rollover treatment and which are transferred by the Employee to the Plan within 60 days following his receipt of such distribution.

2.97 Roth Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Roth Contributions and Roth Catch-Up Contributions, including amounts transferred to the Plan on the Merger Date, which are attributable to Roth elective deferral contributions, if any, as reflected in Appendix E.

2.98 Roth Catch-Up Contributions means Roth Contributions made in accordance with Section 4.1(c) and Code Section 414(v), subject to the following:

- (a) Roth Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415(c); and
- (b) The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(a)(4), 401(k)(3), 410(b), or 416, as applicable, by reason of the making of (or the right to make) Roth Catch-Up Contributions.

2.99 Roth Contributions means elective deferrals that are:

- (a) Irrevocably designated by a Participant pursuant to a Deferral Election as Roth Contributions that are being made in lieu of all or a portion of the Pre-Tax Contributions the Participant is otherwise eligible to make under the Plan; and
- (b) Treated by the Participating Company as includible in the Participant's taxable income at the time the Participant would have received that amount in cash if the Participant had not made a Deferral Election.

- 2.100 Roth Rollover Contributions means the amounts contributed to the Trust Fund (and received and accepted by the Trustee) as “rollover” contributions as defined in Code Section 402, which shall only include amounts distributed to an Employee from another Roth elective contribution account under an applicable retirement plan described in Code Section 402A(e)(1).
- 2.101 Roth Rollover Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Roth Rollover Contributions, including any amounts transferred to the Plan on the Merger Date, which are attributable to Roth rollover contributions, if any, as reflected in Appendix E.
- 2.102 Special Non-Elective Contribution Account means the separate subaccount established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to the allocation of amounts held in a suspense account pursuant to Section 17.15.
- 2.103 Section 415 Affiliate means a member of a controlled group of corporations (as defined in Code Section 414(b) and as modified by Code Section 415(h)) with the Participating Company, a member of a group of commonly controlled trades or businesses (as defined in Code Section 414(c) and as modified by Code Section 415(h)) that includes the Participating Company, a member of an affiliated service group (as defined in Code Section 414(m)) of which the Participating Company is a member, or any other entity required to be aggregated with the Participating Company pursuant to Code Section 414(o).
- 2.104 Spousal Waiver means the following:
- (a) General. Spousal Waiver means a Spouse’s consent to a Participant’s written waiver of the Joint and Survivor Annuity and election of an optional Form of Payment, a Participant’s designation of a Beneficiary other than his Spouse or other action by the Participant. A revocation of a prior Spousal Waiver may be made by a Participant without his Spouse’s consent at any time before the commencement of benefits. A new Spousal Waiver can be made thereafter, but a new Spousal consent will be required. The number of revocations and waivers shall not be limited. A Spouse’s consent shall be effective only with respect to the Spouse who provided it.
  - (b) Requirements. A Spouse’s consent is only effective if it:
    - (i) Is in writing;
    - (ii) Is witnessed by a notary public;
    - (iii) Is given after the Participant elects a Form of Payment and/or designates a Beneficiary;
    - (iv) Is given during the Election Period, if applicable;

- (v) Acknowledges the effect of the Participant's election;
  - (vi) In the case of consent to a Beneficiary designation, it also acknowledges that such designation cannot be changed without further spousal consent, unless the Spousal Waiver expressly permits such changes without the necessity of additional spousal consent; and
  - (vii) Is irrevocable with respect to this election unless the Participant revokes his election.
- (c) No Spousal Consent Required. Notwithstanding any contrary Plan provision, no Spouse's consent is required if:
- (i) It is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located;
  - (ii) The Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, unless a Qualified Domestic Relations Order provides otherwise;
  - (iii) The Participant elects the normal form of benefit for a married Participant as described in Section B.1 of Appendix B; or
  - (iv) Consent cannot be obtained because of other circumstances as permitted by Treasury Regulations and ERISA.
- (d) Legally Incompetent Spouse. If the Spouse is legally incompetent to consent, the Spouse's legal guardian (including the Participant) may consent.
- (e) Dissolution of Marriage. Upon the dissolution of marriage of a Participant, any designation of the Participant's former Spouse as a Beneficiary shall be treated as though the Participant's former Spouse had predeceased the Participant unless:
- (i) The Participant executes another Beneficiary designation that complies with Section 12.1(c) and clearly names such former Spouse as a Beneficiary following such dissolution, or
  - (ii) A Qualified Domestic Relations Order presented to the Plan Administrator prior to distribution being made on behalf of the Participant explicitly requires the Participant to maintain the former Spouse as the Beneficiary.

In any case in which the Participant's former Spouse is treated under the Participant's Beneficiary designation as having predeceased the Participant, no heirs or other beneficiaries of the former Spouse shall receive benefits from the Plan as a Beneficiary of the Participant except as provided otherwise in the Participant's Beneficiary designation.

- (f) Predeceased Spouses or Beneficiaries. A Spouse or Beneficiary who predeceases the Participant shall have no rights or interest in the Participant's Account except that the rights of an Alternate Payee under a Qualified Domestic Relations Order shall supersede any contravening provision in this Section. If a Participant and his or her Spouse or Beneficiary should die simultaneously (defined as within 120 hours of each other), or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan Administrator will presume conclusively that the Spouse or Beneficiary predeceased the Participant.
- (g) Retirement Notice. During the Election Period, but no less than 30 days before the Benefit Commencement Date, the Plan shall provide each Participant who has an Annuity Eligible Balance with a written explanation in nontechnical language of:
- (i) The terms and conditions of the Forms of Payment available to the Participant;
  - (ii) The relative financial values of those Forms of Payment;
  - (iii) An explanation of the Participant's right to make or revoke an election under this Article 11 and the effect thereof;
  - (iv) The effect of a failure to elect a Form of Payment;
  - (v) The rights of a Participant's Spouse under this Article 11;
  - (vi) The Participant's rights (if any) to defer payment to a later date;
  - (vii) The consequences of not deferring payment to a later date; and
  - (viii) Such other information as may be required under Code and the Treasury Regulations thereunder.

2.105 Spouse means, with respect to a Participant, the person who is recognized as the Participant's spouse in accordance with the laws of any state, the District of Columbia, a United States territory or a foreign jurisdiction. Spouse shall not include a domestic partner or a civil union partner.

2.106 Surviving Spouse means a Participant's Spouse on the date of his death.

2.107 Termination of Employment means a Participant is no longer employed by any Controlled Group Company by reason of resignation from, or discharge by, such Controlled Group Company, death, Normal Retirement, Disability or other termination of employment (but not his transfer of employment among Controlled Group Companies).

2.108 Transfer Account means one or more separate subaccounts established and maintained on behalf of a Participant to reflect his interest in the Trust Fund attributable to Transfer

Contributions; provided, however, to the extent that the Plan Administrator (in conjunction with the Plan's recordkeeper) deems appropriate, other subaccounts may be used to reflect the Participant's interests attributable to Transfer Contributions. "Transfer Account" shall refer to the aggregate of all separate subaccounts established for Transfer Contributions or to individual, separate subaccounts appropriately described, as may be appropriate in context. Transfer Accounts shall be reflected and described on an Appendix hereto.

- 2.109 Transfer Contributions means amounts which are received either (a) by a direct trustee-to-trustee transfer or (b) as part of a spin-off, merger or other similar event by the Trustee from the trustee or custodian of a qualified plan and held in the Trust Fund on behalf of a Participant. Transfer Contributions shall retain the character that those contributions had under such qualified plan.
- 2.110 Trust means the trust established by the Trust Agreement.
- 2.111 Trust Agreement means the agreement entered into by the Company and the Trustee to fund benefits under the Plan.
- 2.112 Trustee means the bank or banks or Fiduciary or Fiduciaries and their successors holding funds or property of the Plan under a Trust Agreement.
- 2.113 Trust Fund means the total amount of cash and other property held by a Trustee (or any nominee thereof) at any time under a Trust Agreement.
- 2.114 United Plan means the United Supermarkets, L.L.C. 401(k) Retirement and Savings Plan, as in effect on the Merger Date.
- 2.115 Valuation Date means each Business Day; provided, however, the value of an Account or the Trust Fund on a day other than a Business Day shall be the value determined for the immediately preceding Business Day.
- 2.116 Vested means a nonforfeitable right to receive benefits under the Plan.
- 2.117 Year of Service means the following:
- (a) A Year of Service for purposes of eligibility for Matching Contributions shall be the Computation Period during which an individual is credited with 1,000 Hours of Service as an Employee.
  - (b) A Year of Service for purposes of vesting shall be the Computation Period during which an individual is credited with 1,000 Hours of Service as an Employee.
  - (c) Years of Service for eligibility and vesting shall include:
    - (i) All Years of Service, Hours of Service or periods of service an Employee earned under the Plan or a Merged-In Plan as of day immediately prior to the Merger Date, if any; and

- (ii) All hours of service worked for an entity that is acquired by a Participating Company in either a stock or asset purchase prior to the acquisition in accordance with procedures established by the Plan Administrator unless otherwise provided herein.
- (d) Years of Service for vesting also shall include the following for an Employee employed by a Controlled Group Company on the Merger Date who participated in a Merged-In Plan that used the elapsed time method for calculating Years of Service for vesting immediately prior to the Merger Date:
  - (i) An Employee with an account under the Llano Plan shall be credited with one additional Year of Service as of the Merger Date.
  - (ii) An Employee with an account under the Plan, the Albertson's Plan or the NAI Plan who was hired prior to January 1, 2017 shall be credited with one additional Year of Service as of the Merger Date if such Employee's vesting computation period as of the Merger Date under the Plan, the Albertson's Plan or the NAI Plan would have been the anniversary of his or her date of hire.
  - (iii) An Employee with an account under the Plan, the Albertson's Plan or the NAI Plan who was hired on or after January 1, 2017 shall be credited with one Year of Service as of the Merger Date if such Employee is credited with 1,000 Hours of Service as an Employee as of December 31, 2017 or the anniversary of his or her Employment Commencement Date, if later.
- (e) Notwithstanding the above, an Employee who has an account under more than one Merged-In Plan prior to the Merger Date and who has different Years of Service calculations under such plans (for example, due to different service calculation methods) shall be credited under the Plan with the greater amount of Years of Service for eligibility and vesting as of the Merger Date.

## ARTICLE 3

### PARTICIPATION

- 3.1 Participation. An Eligible Employee shall become an Active Participant on the earliest date satisfied below and, with respect to each of the Contributions, upon satisfying the specific eligibility rules identified below.
- (a) Pre-Tax and Roth Contributions. For purposes of Pre-Tax Contributions and Roth Contributions, an Eligible Employee shall become an Active Participant on his Employment Commencement Date.
  - (b) Matching Contributions. For purposes of Matching Contributions, an Eligible Employee who had not satisfied the eligibility requirements for Matching Contributions under the Plan or a Merged-In Plan as of December 31, 2017 shall become an Active Participant on the first payroll period next following the date on which he completes 1 Year of Service.
- 3.2 Reparticipation Upon Reemployment. If an Active Participant terminates employment with all Participating Companies, his active participation in the Plan shall cease, and he again shall become an Active Participant as of the day he again becomes an Eligible Employee. However, regardless of whether he again becomes an Active Participant, he shall continue to be a Participant until he no longer has an Account under the Plan.
- 3.3 Transfers and Changes in Status. If an Active Participant changes his status of employment (such as transfers from a Participating Company or is reclassified to a non-Eligible Employee category) so that he is no longer an Eligible Employee, his active participation in the Plan shall cease and he shall be an Inactive Participant. However, regardless of whether he again becomes an Active Participant, he shall continue to be a Participant until he no longer has an Account under the Plan. An Employee who becomes eligible as a result of a transfer from another Participating Company or a reclassification as an Eligible Employee and who has satisfied the eligibility rules of Section 3.1, as applicable, shall become an Active Participant as soon as administratively practicable following the date of transfer or reclassification. An Eligible Employee who has not satisfied the eligibility rules of Section 3.1, as applicable, on the date of transfer or reclassification shall become an Active Participant at such time set forth in Section 3.1.



## ARTICLE 4

### CONTRIBUTIONS

#### 4.1 Pre-Tax Contributions and Roth Contributions.

- (a) General. Each Participating Company shall contribute to the Plan, on behalf of each Active Participant employed by such Participating Company and for each regular payroll period and for each other payment of Compensation for which such Active Participant has a Deferral Election in effect with such Participating Company, Pre-Tax Contributions or Roth Contributions in an amount equal to the amount by which such Active Participant's receipt of Compensation has been reduced for such period pursuant to his Deferral Election.
- (b) Deferral Elections. Each Active Participant, who desires that his Participating Company make Pre-Tax Contributions or Roth Contributions on his behalf, shall make a Deferral Election in such manner as the Plan Administrator may prescribe, which shall provide for the deferral of his Compensation from each payment of eligible Compensation made while he is an Active Participant. The amount of the Pre-Tax Contributions and Roth Contributions shall be determined in increments of 1% of such Active Participant's Compensation for each payroll period. The Active Participant may elect to make Pre-Tax Contributions and Roth Contributions of a minimum of 1% and a maximum of 50% of Compensation (or such other minimum or maximum percentages and/or amounts established by the Plan Administrator from time to time) subject to the maximum limitations in Article 7. The Plan Administrator, in its sole discretion, may also prescribe such nondiscriminatory terms and conditions governing the use of the Deferral Elections, as it deems appropriate. Subject to any modifications, additions or exceptions which the Plan Administrator, in its sole discretion, deems necessary, appropriate or helpful, the following terms shall apply to Deferral Elections:
- (i) Effective Date. An Active Participant's initial Deferral Election with a Participating Company shall be effective for the first payroll period which ends and/or for the first payment of other Compensation made, after the latest of the date the Deferral Election is made, the specified effective date of such Deferral Election, or the date the Eligible Employee becomes an Active Participant. If an Active Participant fails to submit a Deferral Election in a timely manner, he shall be deemed to have elected a deferral of 0%.
- (ii) Term. Each Active Participant's Deferral Election with a Participating Company shall remain in effect in accordance with its original terms until the earlier of the date the Active Participant ceases to be an Eligible Employee of a Participating Company, the date the Active Participant revokes such Deferral Election pursuant to the terms of paragraph (iii), or the date the Active Participant or the Plan Administrator modifies such Deferral Election pursuant to the terms of paragraph (iv) or (v). If a

Participant transfers employment from one Participating Company to employment with another Participating Company, his Deferral Election with the first Participating Company will remain in effect (subject to any temporary suspension of Pre-Tax Contributions or Roth Contributions for administrative purposes) and will apply to his Compensation from the second Participating Company until the earlier of the dates set forth in the preceding sentence.

- (iii) Revocation. An Active Participant's Deferral Election shall terminate upon his ceasing to be an Eligible Employee. In addition, an Active Participant may revoke his Deferral Election with a Participating Company in the manner prescribed by the Plan Administrator, and such revocation shall be effective as soon as administratively practicable after being submitted in accordance with procedures established under the Plan. An Active Participant who revokes a Deferral Election may enter into a new Deferral Election in the manner prescribed by the Plan Administrator, effective as soon as administratively practicable after being submitted in accordance with procedures established under the Plan.
  - (iv) Modification by Participant. Effective as soon as administratively practicable after being submitted in accordance with procedures established under the Plan, an Active Participant may modify his existing Deferral Election to increase or decrease the percentage of his Pre-Tax Contributions and Roth Contributions by making a new Deferral Election. Notwithstanding the foregoing, a Participant's Deferral Election for a Plan Year will be fixed for the entire Plan Year if such Participant is a participant in a nonqualified deferred compensation plan sponsored by a Participating Company but only if needed to comply with the contingent benefit rule of Treasury Regulation Section 1.401(k)-1(e)(6) or Code Section 409A.
  - (v) Modification by Plan Administrator. Notwithstanding anything herein to the contrary, the Plan Administrator may modify any Deferral Election of any Active Participant at any time by decreasing the percentage of any Pre-Tax Contributions and Roth Contributions to any extent the Plan Administrator believes necessary to comply with the limitations described in Article 7.
- (c) Catch-Up Contributions and Roth Catch-Up Contributions. Each Active Participant who has attained age 50 before the close of the calendar year shall be permitted to make Catch-Up Contributions of a minimum of 1% and a maximum of 50% of Compensation in accordance with and subject to the limitations of Code Section 414(v) and applicable Treasury Regulations. Catch-Up Contributions can be made as Pre-Tax Contributions or Roth Contributions and will be allocated to the Pre-Tax Account or Roth Account, as applicable.

- (d) Total Limit on Pre-Tax, Roth and Catch-Up Contributions. Each Active Participant may elect to make Pre-Tax Contributions, Catch-Up Contributions, Roth Contributions and Roth Catch-Up Contributions of a minimum of 1% and a maximum of 50% of Compensation subject to the maximum limitations in Article 7.

4.2 Matching Contributions.

(a) General.

- (i) A Participating Company shall make a Matching Contribution in an amount described in Section 4.2(b) for each Eligible Employee who is an Active Participant.
- (ii) A Matching Contribution shall only be made for an Active Participant on whose behalf a Participating Company has made Pre-Tax Contributions or Roth Contributions for a Plan Year (or such other period as determined by the Plan Administrator). Matching Contributions shall not be made on Catch-Up Contributions or Roth Catch-Up Contributions.

- (b) Amount. The amount of Matching Contribution shall be a discretionary amount equal to a designated percentage of the Active Participant's Pre-Tax Contributions and Roth Contributions provided the total amount of Matching Contributions for any Plan Year shall not exceed 7% of such Active Participant's Compensation paid by the Participating Company for such Plan Year.

- (c) Allocation Conditions. In order to receive Matching Contributions for any Plan Year, an Eligible Employee must be employed with a Participating Company or Affiliate on the last day of the Plan Year for which the Matching Contribution relates, or if the Employee terminated employment during the Plan Year, such termination was due to his death or Disability or incurred after the Participant attained age 57.

4.3 Qualified Non-Elective Contributions. To the extent and in such amounts as the Plan Administrator, in its sole discretion, deems desirable to satisfy the ADP or ACP Test for any Plan Year and subject to the requirements and limitations set forth in Article 7 of the Plan, each Participating Company shall make Qualified Non-Elective Contributions for the Plan Year.

4.4 Form of Contributions. All Contributions shall be paid to the Trustee in the form of cash.

4.5 Timing of Contributions.

- (a) Pre-Tax, Catch-Up, Roth and Roth Catch-Up Contributions. Each Participating Company that withholds Pre-Tax Contributions, Catch-Up Contributions, Roth Contributions or Roth Catch-Up Contributions from an Active Participant's paycheck pursuant to a Deferral Election shall pay such Contributions to the Trustee as of the earliest date on which such Contributions can reasonably be

segregated from the Participating Company's general assets in accordance with Department of Labor Regulation Section 2510.3-102(b) (or such earlier time as may be required by applicable law).

- (b) Matching and Qualified Non-Elective Contributions. Each Participating Company shall pay its Matching and Qualified Non-Elective Contributions, if any, to the Trustee by the deadline to treat such contributions as allocations for the prior Plan Year under applicable Treasury Regulations.
- (c) Contingent Nature of Participating Company Contributions. Notwithstanding any other provision of this Article 4, subject to the terms of Section 17.12, Contributions made to the Plan by a Participating Company are made expressly contingent upon the deductibility thereof for federal income tax purposes for the taxable year of the Participating Company with respect to which such Contributions are made.

#### 4.6 Restoration Contributions.

- (a) Restoration Upon Buy-Back. If a Participant who is not 100% Vested in any portion of his Account has received a distribution of his entire Vested Account in a manner described in Section 9.3 such that he forfeits the non-Vested portion of his Account in accordance with Section 9.3(a) and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive Breaks in Service, that individual may, no later than 5 years after the first date on which he is rehired, repay the full amount of the distribution to the Trustee (unadjusted for gains or losses) in a single sum repayment. Upon such repayment, his Account will be credited with the amounts which were forfeited (unadjusted for gains or losses), and the amount of the repayment.
- (b) Restoration Contribution. The assets necessary to fund the Account of the rehired individual in excess of the amount of the Participant's repayment, if any, shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs, and shall be provided in the sole discretion of the Plan Administrator from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Participating Companies, (iii) contributions by the Participating Companies, or (iv) any combination of the preceding methods.

#### 4.7 Military Service.

- (a) Service. Notwithstanding any provision in this Plan to the contrary, employees who perform qualified military service shall receive contributions, benefits and service credit for periods of an unpaid absence to perform qualified military service as required by Code Section 414(u).
- (b) Death During Military Service. If an Active Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Beneficiary of that Participant is entitled, to the extent required by Code Section 401(a)(37) or

any Treasury Regulations or other guidance promulgated thereunder, to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment on the day immediately before the Participant's death and then terminated employment on account of death.

## ARTICLE 5

### ROLLOVERS AND TRANSFERS BETWEEN PLANS

#### 5.1 Rollover Contributions.

- (a) Request by Employee. An Employee may elect to make Rollover Contributions, After-Tax Rollover Contributions and Roth Rollover Contributions to the Plan subject to the Plan Administrator's acceptance as described below. If an Employee who is not a Participant makes a Rollover Contribution, After-Tax Rollover Contribution or a Roth Rollover Contribution, the time and method of distribution of such Employee's Rollover Account, After-Tax Rollover Account or Roth Rollover Contribution, as applicable, shall be determined under the terms of the Plan as if such Employee were a Participant, but he shall not be considered a Participant under the Plan for any other purpose.
- (b) Acceptance of Rollover. Subject to the terms of the Plan and the Code (including Treasury Regulations and rulings promulgated thereunder), the Plan Administrator, in its sole discretion, shall determine whether (and if so, under what conditions and in what form) a Rollover Contribution, After-Tax Rollover Contribution or a Roth Rollover Contribution shall be accepted at any time by the Trustee. The Plan Administrator shall not be required to allow the transfer of any Rollover Contribution, After-Tax Rollover Contribution or Roth Rollover Contribution to the Trustee that it determines will jeopardize the tax-exempt status of the Plan. In the event the Plan Administrator permits an Employee to make a Rollover Contribution, After-Tax Rollover Contribution or a Roth Rollover Contribution, the amount of the Rollover Contribution, After-Tax Rollover Contribution or Roth Rollover Contribution shall be transferred to the Trustee and allocated as soon as practicable thereafter to a Rollover Account, After-Tax Rollover Account or Roth Rollover Account, as applicable, for the Employee. Unless the Plan Administrator permits otherwise, all Rollover Contributions, After-Tax Rollover Contributions and Roth Rollover Contributions shall be made in cash.

#### 5.2 Transfer Contributions.

- (a) Direct Transfers Permitted. The Plan Administrator in its sole discretion, shall permit direct trustee-to-trustee transfers of assets and liabilities to the Plan, which shall be distinguished from direct Rollover Contributions as described in Code Section 401(a)(31), as a Transfer Contribution on behalf of an Active Participant. However, in no event shall a Transfer Contribution be accepted on behalf of an Active Participant if such Transfer Contribution is from a retirement plan which, with respect to such Participant, is subject to the requirements of providing any alternative form of benefit not permitted under the Plan unless approved by the Plan Administrator. Any such transfer shall be done in accordance with procedures established by the Plan Administrator. The Plan Administrator shall

not permit the transfer if it determines the transfer will jeopardize the tax-exempt status of the Plan.

- (b) Mergers and Spin-offs Permitted. The Plan Administrator, in its sole discretion, shall permit other qualified retirement plans to transfer assets and liabilities to the Plan as part of a merger, spin-off or similar transaction. Any such transfer shall be made in accordance with the terms of the Code and subject to such rules and requirements, as the Plan Administrator may deem appropriate. Subject to the applicable limitations of Code Section 411(d)(6), the Plan Administrator shall determine the schedule under which such Transfer Contributions shall vest. Notwithstanding anything herein to the contrary, in no event shall a Transfer Contribution be accepted if the transferring plan is subject to the requirements of providing any alternative form of benefit not permitted under the Plan unless approved by the Plan Administrator. Any such transfer shall be done in accordance with procedures established by the Plan Administrator. The Plan Administrator shall not permit the transfer if it determines the transfer will jeopardize the tax-exempt status of the Plan.
- (c) Establishment of Transfer Accounts. As soon as practicable after the date the Trustee receives a Transfer Contribution, there shall be credited to one or more Transfer Accounts of each Participant the total amount received from the respective accounts of such Participant in the transferring qualified retirement plan. Any amounts so credited as a result of any such merger or spin-off or other transfer shall be subject to all of the terms and conditions of the Plan from and after the date of such transfer.
- (d) Transfer Accounts. The rules and terms applicable to Transfer Contributions and resulting Transfer Accounts shall be reflected on an Appendix hereto.
- (e) Spin-offs to Other Plans. The Plan Administrator, in its sole discretion, may cause the Plan to transfer to another qualified retirement plan (as part of a spin-off, change in control or similar transaction) all or part of the assets and liabilities maintained under the Plan. Any such transfer shall be made in accordance with the terms of the Code and subject to such rules and requirements, as the Plan Administrator may deem appropriate. Upon the effectiveness of any such transfer, the Plan and Trust shall have no further responsibility or liability with respect to the transferred assets and liabilities. Any such transfer shall be done in accordance with procedures established by the Plan Administrator. The Plan Administrator shall not permit the transfer if it determines the transfer will jeopardize the tax-exempt status of the Plan.

## ARTICLE 6

### PARTICIPANTS' ACCOUNTS; CREDITING AND ALLOCATIONS

- 6.1 Establishment of Participants' Accounts. To the extent appropriate, the Plan Administrator shall establish and maintain, on behalf of each Participant, Beneficiary and Alternate Payee, an Account which shall be divided into segregated subaccounts as defined in the Plan. The Plan Administrator also may establish such other subaccounts in its sole discretion. Each Account shall be credited with Contributions allocated to such Account and generally shall be credited with income on investments derived from the assets of such Accounts. Notwithstanding anything herein to the contrary, while Contributions may be allocated to a Participant's Account as of a particular date (as specified in the Plan), such Contributions shall actually be added to a Participant's Account and shall be credited with investment experience only from the date such Contributions are received and credited to the Participant's Account by the Trustee. Each Account of a Participant, Beneficiary or Alternate Payee shall be maintained until the value thereof has been distributed to or on behalf of such Participant, Beneficiary or Alternate Payee.
- 6.2 Allocation and Crediting of Pre-Tax, Roth, Catch-Up, Roth Catch-Up, Matching, Rollover, After-Tax Rollover, Roth Rollover and Transfer Contributions. As of each Valuation Date coinciding with or occurring as soon as practicable after the date on which Pre-Tax, Roth, Catch-Up, Roth Catch-Up, Matching, Rollover, After-Tax Rollover, Roth Rollover and Transfer Contributions are received on behalf of a Participant, such Contributions shall be allocated and credited directly to the appropriate Pre-Tax Account, Roth Account, Matching Account, Collington Matching Account, Hagen Union Match Account, Rollover Account, After-Tax Rollover Account, Roth Rollover Account and Transfer Account, respectively, of such Participant.
- 6.3 Allocation and Crediting of Qualified Non-Elective Contributions. As of the last day of each Plan Year for which the Participating Companies make (or are deemed to have made) Qualified Non-Elective Contributions, each Participant who is eligible to receive an allocation of Qualified Non-Elective Contributions for such Plan Year as determined by the Plan Administrator shall have allocated and credited to his Qualified Non-Elective Contributions Account a portion of the Qualified Non-Elective Contributions made for such Plan Year by the Participating Companies. Such Qualified Non-Elective Contributions shall be allocated to the Qualified Non-Elective Contributions Account of each Eligible Non-Highly Compensated Employee, in the same proportion that the Compensation of such Active Participant for such Plan Year bears to the total Compensation of all such Active Participants who are Non-Highly Compensated Employees for such Plan Year.
- 6.4 Crediting of Restoration Contributions. As of each Valuation Date coinciding with or immediately following the date on which the Plan restores the forfeitable portion of his Account pursuant to Section 4.6, such amount shall be credited to the appropriate Account of the Active Participant, in the amount forfeited from such Account immediately prior to the earlier distribution to such Participant.



- 6.5 Allocation of Forfeitures. To the extent Forfeitures for a Plan Year are not used to pay restoration contributions pursuant to Section 4.6 or to replace abandoned Accounts as provided in Section 11.6, the Plan Administrator may use such Forfeitures, in such order as it shall determine in its sole discretion, to pay the reasonable administrative expenses of the Plan or may apply such Forfeitures to reduce a Participating Company's obligation, if any, to make Matching and/or Qualified Non-Elective Contributions and such Forfeitures shall be allocated pursuant to the terms of Section 6.2, 6.3 or 6.4, as applicable.
- 6.6 Allocation and Crediting of Investment Experience. As of each Valuation Date, investment earnings and losses shall be reflected in the Participants' Accounts.
- 6.7 Good Faith Valuation Binding. In determining the value of the Trust Fund and the Accounts, the Trustee shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

## ARTICLE 7

### CONTRIBUTION AND SECTION 415 LIMITATIONS AND NONDISCRIMINATION REQUIREMENTS

#### 7.1 Maximum Limitation on Pre-Tax Contributions and Roth Contributions.

- (a) Maximum Pre-Tax Contributions and Roth Contributions Under Participating Company Plans. The aggregate amount of a Participant's Pre-Tax Contributions and Roth Contributions made for any calendar year under the Plan and any before-tax deferrals and Roth contributions made for any calendar year under any other qualified plans, contracts or arrangements with an Affiliate shall not exceed the Maximum Deferral Amount, except to the extent permitted under Section 4.1(c) and Code Section 414(v), if applicable.
- (b) Return of Excess Pre-Tax Contributions. If the Plan Administrator determines that the aggregate amount of a Participant's Pre-Tax Contributions and Roth Contributions made for any calendar year under the Plan and any before-tax deferrals and Roth contributions made under all qualified plans, contracts and arrangements with a Participating Company or any Affiliate, exceeds the Maximum Deferral Amount, the Participant shall be deemed to have notified the Plan Administrator of such excess, and the Plan Administrator shall cause the Trustee to distribute to such Participant, in such order as determined by the Plan Administrator, on or before April 15 of the next succeeding calendar year, the total of the amount by which such Pre-Tax Contributions and Roth Contributions exceed the Maximum Deferral Amount, plus any earnings on the excess Pre-Tax Contributions and Roth Contributions during the calendar year to which the excess Pre-Tax Contributions and Roth Contributions relate. Earnings will be determined in accordance with any reasonable method used for allocating income to Participants' Accounts during the Plan Year. Federal, state or local income tax withholding obligations attributable to a distribution may be satisfied out of the distribution, if not satisfied out of other compensation. Matching Contributions made on behalf of the Participant which are attributable to the distributed Pre-Tax Contributions and Roth Contributions shall be forfeited.
- (c) Discretionary Return of Pre-Tax Contributions and Roth Contributions. If after the reduction described in subsections (b), (i) a Participant's aggregate Pre-Tax Contributions and Roth Contributions made for any calendar year under the Plan and any before-tax deferrals and Roth contributions to any other qualified plans, contracts or arrangements with Participating Companies, Affiliates and any other employers still exceed the Maximum Deferral Amount, and (ii) such Participant submits to the Plan Administrator, on or before the March 1st following the end of such calendar year, a written request that the Plan Administrator distribute to such Participant all or a portion of his remaining Pre-Tax Contributions and Roth Contributions made for such calendar year, and any earnings on the excess Pre-Tax Contributions and Roth Contributions during the calendar year to which the excess Pre-Tax Contributions and Roth Contributions relate, then the Plan

Administrator may, but shall not be required to, cause the Trustee to distribute such amount to such Participant on or before the April 15 following the end of the year in which the Maximum Deferral Amount was exceeded in such order as determined by the Plan Administrator. However, if the Plan Administrator decides to make any such distributions from Pre-Tax Contributions and Roth Contributions made to the Plan, such distributions (including forfeiture of Matching Contributions) shall be made in a manner similar to that described in subsection (b).

- (d) Return of Excess Annual Additions. Any Pre-Tax Contributions and Roth Contributions returned to a Participant to correct excess Annual Additions shall be disregarded for purposes of determining whether the Maximum Deferral Amount has been exceeded.

## 7.2 Nondiscrimination Requirements for Pre-Tax Contributions.

- (a) General. Pre-Tax Contributions and Roth Contributions made under the Plan will satisfy the nondiscrimination tests set forth in Code Section 401(k)(3), Treasury Regulation Section 1.401(k)-2, and other applicable guidance issued by the Internal Revenue Service under Code Section 401(k). Subsequent guidance is incorporated herein by reference. In satisfying the nondiscrimination test set forth in Code Section 401(k)(3)(A)(ii), the current year testing method will be used. The Plan Administrator may elect to change the testing method pursuant to Code Section 401(m)(2) and applicable Internal Revenue Service guidance.
- (b) ADP Test. The allocation of the aggregate of all Pre-Tax Contributions and Roth Contributions, and to the extent designated by the Plan Administrator pursuant to subsection (d), Qualified Non-Elective Contributions, shall satisfy at least one of the following ADP Tests for each Plan Year:
  - (i) The ADP for the Plan Year being tested of the Active Participants who are Highly Compensated Employees during the Plan Year shall not exceed the product of (A) the ADP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year, multiplied by (B) 1.25; or
  - (ii) The ADP for the Plan Year being tested of the Active Participants who are Highly Compensated Employees during the Plan Year shall not exceed the lesser of (A) the ADP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year plus 2 percentage points, or (B) the product of (1) the ADP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year, multiplied by (2) 2.
- (c) Multiple Plans. In the event that the Plan satisfies the requirements of Code Section 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only

if aggregated with the Plan, then this Section shall be applied by determining the ADP as if all such plans were a single plan. In addition, the Plan Administrator may elect to treat the Plan as a single plan along with one or more other plans for purposes of this Section; provided, the Plan and all of such other plans also must be treated as a single plan for purposes of satisfying the requirements of Code Sections 401(a)(4) and 410(b). However, plans may be aggregated for purposes of this subsection only if they have the same plan year.

- (d) Correction of ADP Test Failure. In the event that the allocation of the Pre-Tax Contributions, Roth Contributions and Qualified Non-Elective Contributions for a Plan Year does not satisfy one of the ADP Tests of subsection (b), the Plan Administrator shall take any and all steps it deems necessary or appropriate to ensure compliance with the ADP Test. Such steps shall include, without limitation, one or any combination of the following which shall be completed by the last day of the Plan Year following the Plan Year in which the annual allocation failed the ADP Test:
- (i) The Plan Administrator may cause the Participating Companies to make, with respect to such Plan Year, Qualified Non-Elective Contributions on behalf of, and allocable to, the Participants with respect to such Plan Year, in the minimum amount necessary to satisfy one of the ADP Tests. Such Qualified Non-Elective Contributions shall be allocated among such Participants as described in Section 6.3. Qualified Non-Elective Contributions that are made to the Plan for purposes of passing the ADP Test may not be used to determine the Deferral Percentage of a Participant to the extent they are disproportionate contributions within the meaning of Treasury Regulation Section 1.401(k)-2(a)(6)(iv).
  - (ii) The Plan Administrator may direct the Trustee to distribute excess Pre-Tax Contributions and Roth Contributions to certain Highly Compensated Employees in an amount necessary to satisfy one of the ADP Tests in accordance with subparagraphs (A) and (B) of this paragraph (ii), with Pre-Tax Contributions to be distributed before Roth Contributions. Any Matching Contributions attributable to excess Pre-Tax Contributions and Roth Contributions, plus any earnings allocable thereto, shall be forfeited.
    - (A) First, the amount of the excess Pre-Tax Contributions and Roth Contributions for Highly Compensated Employees for a Plan Year shall be calculated as follows:
      - (1) The Pre-Tax Contributions and Roth Contributions of the Highly Compensated Employee with the highest ADP shall be reduced; such reduction shall continue, as necessary, until such Highly Compensated Employee's ADP equals that (those) of the Highly Compensated Employee(s) with the second highest ADP;

- (2) Following the application of clause (1), if it is still necessary to reduce Highly Compensated Employees' Pre-Tax Contributions and Roth Contributions, then the Pre-Tax Contributions and Roth Contributions of (or allocations on behalf of, if applicable) Highly Compensated Employees with the highest and second highest ADPs shall be reduced, as necessary, until such Employees' ADP equals that of the Highly Compensated Employee(s) with the third highest ADP;
  - (3) Following the application of clause (2), if it is still necessary to reduce Highly Compensated Employees' Pre-Tax Contributions and Roth Contributions, then the procedure, the beginning of which is described in clauses (1) and (2) above, shall continue until no further reductions are necessary; and
  - (4) Amounts determined pursuant to clauses (1) through (3) above shall be combined. The resulting sum shall be the excess Pre-Tax Contributions and Roth Contributions, and the portion of the total to be attributed to each affected Highly Compensated Employee shall be determined pursuant to subparagraph (B) below.
- (B) Second, the amount of excess Pre-Tax Contributions and Roth Contributions to be distributed to a Highly Compensated Employee for a Plan Year shall be determined as follows, with Pre-Tax Contributions being distributed before Roth Contributions:
- (1) The Pre-Tax Contributions and Roth Contributions of the Highly Compensated Employee(s) with the highest dollar amount of Pre-Tax Contributions and Roth Contributions shall be reduced, as necessary, until either such Highly Compensated Employee's dollar amount of Pre-Tax Contributions and Roth Contributions equals that of the Highly Compensated Employee(s) with the next highest dollar amounts of Pre-Tax Contributions and Roth Contributions, or until no unallocated Excess Pre-Tax Contributions and Roth Contributions remain;
  - (2) Following the application of clause (1), if unallocated excess Pre-Tax Contributions and Roth Contributions remain, then Pre-Tax Contributions and Roth Contributions of the Highly Compensated Employees with the highest and second highest dollar amount(s) of Pre-Tax Contributions and Roth Contributions shall be reduced, as necessary, until either such Highly Compensated

Employees' dollar amount of Pre-Tax Contributions and Roth Contributions equal those of the Highly Compensated Employee(s) with the third highest dollar amount(s) of Pre-Tax Contributions and Roth Contributions, or until no unallocated excess Pre-Tax Contributions and Roth Contributions remain;

- (3) Following the application of clause (2), if unallocated excess Pre-Tax Contributions and Roth Contributions remain, then the procedure, the beginning of which is described in clauses (1) and (2), shall continue until no further reductions are necessary; and
  - (4) Excess Pre-Tax Contributions and Roth Contributions in an amount equal to the reduction of Pre-Tax Contributions and Roth Contributions determined in clauses (1) through (3) above with respect to a Highly Compensated Employee shall be attributed to that Highly Compensated Employee and such excess Pre-Tax Contributions and Roth Contributions (plus any earnings on the excess Pre-Tax Contributions and Roth Contributions during the calendar year to which the failed ADP test relates) shall be distributed to that Highly Compensated Employee from whose Pre-Tax Account and Roth Account such reduction has been made.
- (iii) The Plan Administrator may treat Matching Contributions as Qualified Non-Elective Contributions for purposes of the ADP Test. The amount of Matching Contributions to be treated as Qualified Non-Elective Contributions and taken into account for purposes of calculating the ADP Test shall be such amount that is needed to pass the ADP Test.
  - (iv) The Plan Administrator may restrict the amount of Pre-Tax Contributions and Roth Contributions to Highly Compensated Employees in an amount necessary to satisfy one of the ADP Tests in subsection (b).

### 7.3 Nondiscrimination Requirements for Matching Contributions.

- (a) General. Matching Contributions made under the Plan will satisfy the nondiscrimination tests set forth in Code Section 401(m)(2), Treasury Regulation Section 1.401(m)-2, and other applicable guidance issued by the Internal Revenue Service under Code Section 401(m) to the extent such rules are applicable to the portion of the Plan covering represented Eligible Employees who are professional employees as defined by Treasury Regulation Section 1.410(b)-9. Subsequent guidance is incorporated herein by reference. In satisfying the nondiscrimination test set forth in Code Section 401(m)(2), the current year testing method will be

used. The Plan Administrator may elect to change the testing method pursuant to Code Section 401(m)(2) and applicable Internal Revenue Service guidance.

- (b) ACP Test. The allocation of the aggregate of all Matching Contributions, and to the extent designated by the Plan Administrator pursuant to subsection (d), Qualified Non-Elective Contributions, shall satisfy at least one of the following ACP Tests for such Plan Year:
- (i) The ACP for the Plan Year being tested of the Active Participants who are Highly Compensated Employees during the Plan Year shall not exceed the product of (A) the ACP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year, multiplied by (B) 1.25; or
  - (ii) The ACP for the Plan Year being tested of the Active Participants who are Highly Compensated Employees during the Plan Year shall not exceed the lesser of (A) the ACP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year plus 2 percentage points, or (B) the product of (1) the ACP for such Plan Year of the Active Participants who are Non-Highly Compensated Employees during the Plan Year, multiplied by (2) 2.
- (c) Multiple Plans. In the event that the Plan satisfies the requirements of Code Section 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with the Plan, then this Section shall be applied by determining the ACP as if all such plans were a single plan. In addition, the Plan Administrator may elect to treat the Plan as a single plan along with one or more other plans for purposes of this Section; provided, the Plan and all of such other plans also must be treated as a single plan for purposes of satisfying the requirements of Code Sections 401(a)(4) and 410(b). However, plans may be aggregated for purposes of this subsection only if they have the same plan year.
- (d) Correction of ACP Test Failure. In the event that the allocation of the Matching Contributions for a Plan Year does not satisfy one of the ACP Tests of subsection (b), the Plan Administrator shall take any and all steps it deems necessary or appropriate to ensure compliance with the ACP Test. Such steps shall include, without limitation, one or any combination of the following which shall be completed by the last day of the Plan Year following the Plan Year in which the annual allocation failed the ACP Tests:
- (i) The Plan Administrator may cause the Participating Companies to make, with respect to such Plan Year, Qualified Non-Elective Contributions on behalf of, and allocable to, the Participants with respect to such Plan Year, in the minimum amount necessary to satisfy one of the ACP Tests. Such Qualified Non-Elective Contributions shall be allocated among such Participants as described in Section 6.3. Qualified Non-Elective

Contributions that are made to the Plan for purposes of passing the ACP Test may not be used to determine the Contribution Percentage of a Participant to the extent they are disproportionate contributions within the meaning of Treasury Regulation Section 1.401(m)-2(a)(6)(v).

(ii) The Plan Administrator may distribute or forfeit (if forfeitable) excess Matching Contributions to certain Highly Compensated Employees in an amount necessary to satisfy one of the ACP Tests in accordance with subparagraphs (A) and (B) of this paragraph (ii).

(A) First, the amount of the excess Matching Contributions for Highly Compensated Employees for a Plan Year shall be calculated as follows:

(1) The Matching Contributions of the Highly Compensated Employee with the highest ACP shall be reduced; such reduction shall continue, as necessary, until such Highly Compensated Employee's ACP equals that (those) of the Highly Compensated Employee(s) with the second highest ACP;

(2) Following the application of clause (1), if it is still necessary to reduce Highly Compensated Employees' Matching Contributions, then the Matching Contributions of (or allocations on behalf of, if applicable) Highly Compensated Employees with the highest and second highest ACPs shall be reduced, as necessary, until such Employees' ACP equals that of the Highly Compensated Employee(s) with the third highest ACP;

(3) Following the application of clause (2), if it is still necessary to reduce Highly Compensated Employees' Matching Contributions, then the procedure, the beginning of which is described in clauses (1) and (2) above, shall continue until no further reductions are necessary; and

(4) Amounts determined pursuant to clauses (1) through (3) above shall be combined. The resulting sum shall be the excess Matching Contributions, and the portion of the total to be attributed to each affected Highly Compensated Employee shall be determined pursuant to subparagraph (B) below.

(B) Second, the amount of excess Matching Contributions to be allocated and distributed or forfeited (if forfeitable) to a Highly Compensated Employee for a Plan Year shall be determined as follows:



- (1) The Matching Contributions of the Highly Compensated Employee(s) with the highest dollar amount of Matching Contributions shall be reduced, as necessary, until either such Highly Compensated Employee's dollar amount of Matching Contributions equals that of the Highly Compensated Employee(s) with the next highest dollar amounts of Matching Contributions, or until no unallocated excess Matching Contributions remain;
  - (2) Following the application of clause (1), if unallocated excess Matching Contributions remain, then Matching Contributions of the Highly Compensated Employees with the highest and second highest dollar amount(s) of Matching Contributions shall be reduced, as necessary, until either such Highly Compensated Employees' dollar amount of Matching Contributions equal those of the Highly Compensated Employee(s) with the third highest dollar amount(s) of Matching Contributions, or until no unallocated excess Matching Contributions remain;
  - (3) Following the application of clause (2), if unallocated excess Matching Contributions remain, then the procedure, the beginning of which is described in clauses (1) and (2), shall continue until no further reductions are necessary; and
  - (4) Excess Matching Contributions in an amount equal to the reduction of Matching Contributions determined in clauses (1) through (3) above with respect to a Highly Compensated Employee shall be attributed to that Highly Compensated Employee and such Matching Contributions (plus any earnings on the Matching Contributions during the calendar year to which the failed ACP test relates) shall be distributed to or forfeited from (if forfeitable) that Highly Compensated Employee from whose Matching Account such reduction has been made.
- (iii) The Plan Administrator may limit the amount of Matching Contributions allocated to the Matching Contributions Accounts of Highly Compensated Employees in an amount necessary to satisfy one of the ACP Tests in subsection (b).

#### 7.4 Code Section 415 Limitations on Maximum Contributions.

- (a) Limit on Annual Additions. Except to the extent permitted under Section 4.1(c) and Code Section 414(v), if applicable, in no event shall the Annual Addition to a Participant's Account to all Defined Contribution Plans for any Limitation Year exceed the lesser of:

- (i) \$40,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d) to reflect cost of living increases); or
  - (ii) 100% of such Participant's Compensation.
- (b) Correction of Excess Annual Additions. If the Annual Addition made on behalf of a Participant exceeds the limitations set forth in subsection (a), the plan administrator of each relevant Defined Contribution Plan shall use any reasonable method to correct the excess Annual Addition including, but not limited to, the methods approved by the Internal Revenue Service in Revenue Procedure 2016-51 or any subsequent guidance, consistent with the hierarchy set forth in subsection (d).
- (c) Annual Addition.
  - (i) For purposes of this Section, the term "Annual Addition" for any Participant means the sum for any Limitation Year of:
    - (A) Contributions made by a Section 415 Affiliate on behalf of the Participant under all Defined Contribution Plans;
    - (B) Contributions made by the Participant under all Defined Contribution Plans (excluding rollover contributions and contributions of previously distributed benefits which result in such a Defined Contribution Plan's restoration of previously forfeited benefits pursuant to Treasury Regulation Section 1.411(a)-7(d));
    - (C) Forfeitures allocated to the Participant under all Defined Contribution Plans;
    - (D) Amounts allocated for the benefit of the Participant, to an individual medical account established under a pension or annuity plan maintained by a Section 415 Affiliate, as described in Code Section 415(1);
    - (E) If the Participant was a Key Employee at any time during the Plan Year during which or coincident with which the Limitation Year ends or during any preceding Plan Year, any amount paid or accrued by a Section 415 Affiliate to a special account under a welfare benefit fund (as defined in Code Section 419(e)) to provide post-retirement medical or life insurance benefits to the Participant, as described in Code Section 419A(d)(2); and
    - (F) Amounts allocated under a simplified employee pension.
  - (ii) Contributions do not fail to be Annual Additions merely because they are (A) salary deferral contributions that cause a Defined Contribution Plan to

exceed the Maximum Deferral Amount, or (B) salary deferral contributions or matching contributions that cause a Defined Contribution Plan to fail the ADP or ACP Test, or merely because such contributions are distributed or recharacterized.

- (d) Compliance with Code Section 415. The limitations in this Section are intended to comply with the provisions of Code Section 415 so that the maximum contributions permitted under all Defined Contribution Plans and welfare benefit funds shall be exactly equal to the maximum amounts allowed under Code Section 415 and the Treasury Regulations promulgated thereunder, which are hereby incorporated by reference. If there is any discrepancy between the provisions of this Section and the provisions of Code Section 415 and the Treasury Regulations promulgated thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

## ARTICLE 8

### INVESTMENTS

- 8.1 Investment Funds. In accordance with instructions from the Plan Administrator and the terms of the Plan and the Trust, the Trustee shall establish and maintain Investment Funds for the investment of assets of the Trust Fund. Such Investment Funds shall be established and modified from time to time as determined by the Plan Administrator without necessity of amendment to the Plan. The Plan Administrator may direct that Investment Funds be established and maintained for any limited purpose(s) (for example, for the investment of certain specified Accounts transferred from a Transfer Plan). Similarly, the Plan Administrator may eliminate one or more of the Investment Funds. The Trustee may invest Contributions it receives in interest bearing accounts until such time as a Participant's investment directions can be effected.
- 8.2 Participant Direction of Investments. The Plan provides participant-directed investments that are designed so that the Plan satisfies the requirements under ERISA Section 404(c). Each Participant, Beneficiary or Alternate Payee generally may direct the manner in which his Accounts and Contributions shall be invested in and among the Investment Funds. The Plan Administrator shall establish such procedures in such time, frequency, form and manner, as it deems appropriate or necessary for Participants, Beneficiaries and Alternate Payees to invest their Account in accordance with this Section and the Plan. In the event a Participant does not make an investment election or makes an incomplete or insufficient election in some manner, the Trustee, based on authorized directions from the Plan Administrator, shall invest the Participant's future Contributions in the default Investment Fund specified by the Plan Administrator in accordance with ERISA Section 404(c)(5).
- 8.3 Valuation. As of each Valuation Date, the Trustee shall determine the fair market value of each Investment Fund after first deducting any expenses which have not been paid by the Participating Companies. All costs and expenses incurred in connection with Plan investments and, unless paid by the Participating Companies, all costs and expenses incurred in connection with the general administration of the Plan and the Trust shall be allocated between the Investment Funds in the proportion in which the amount invested in each Investment Fund bears to the amount invested in all Investment Funds as of the appropriate Valuation Date; provided, however, all costs and expenses directly identifiable to one Investment Fund shall be allocated to and paid from that Investment Fund.
- 8.4 Voting and Tender Offer Rights with Respect to Investment Funds. Any voting and tender offer rights with respect to any Investment Fund shall be voted and/or tendered by the Plan Administrator.
- 8.5 Fiduciary Responsibilities for Investment Directions. In accordance with ERISA Section 404(c), all fiduciary responsibility with respect to investing the Accounts and Contributions in Investment Funds by a Participant, Beneficiary or Alternate Payee shall be allocated to the Participant, Beneficiary or Alternate Payee who directs such

investment. The Plan Administrator, the Administrative Committee, the Trustee, or any Participating Company shall not be accountable for any loss sustained by reason of any action taken, or investment made, pursuant to an investment direction.

## ARTICLE 9

### VESTING IN ACCOUNTS

#### 9.1 General Vesting Rule.

- (a) General. All Participants shall at all times be fully Vested in their Account except as provided below.
- (b) Matching Account. Except as provided in Section 9.2, Participants shall vest in their Matching Account in accordance with the following vesting schedule, based on the total of the Participant's Years of Service.

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage of Participant's Matching Accounts</u>
Less than 1 Year	0%
1 Year, but less than 2	0%
2 Years, but less than 3	50%
3 Years or more	100%

- (c) Haggen Profit Sharing Account. Except as provided in Section 9.2, Participants shall vest in their Haggen Profit Sharing Account in accordance with the following vesting schedule, based on the total of the Participant's Years of Service:

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage of Participant's Matching Accounts</u>
Less than 2 Years	0%
2 Year, but less than 3	20%
3 Years, but less than 4	40%
4 Years, but less than 5	60%
5 Years, but less than 6	80%
6 Years or more	100%

- (d) Prior United Employer Account. Except as provided in Section 9.2, Participants shall vest in their Prior United Employer Account in accordance with the following vesting schedule, based on the total of the Participant's Years in Service:

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage of Participant's Matching Accounts</u>
Less than 1 Year	0%
1 Year, but less than 2	25%

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage of Participant's Matching Accounts</u>
2 Years, but less than 3	50%
3 Years, but less than 4	75%
4 Years or more	100%

(e) Transfer Accounts. Transfer Accounts shall vest in accordance with the terms specified by the Plan Administrator on an Appendix attached hereto.

9.2 Accelerated Vesting Upon Occurrence of Certain Events. A Participant's Account shall be fully Vested upon the Participant's death, Disability or Normal Retirement Date while still employed as an Employee of any Participating Company or Affiliate.

9.3 Timing of Forfeitures and Vesting after Restoration Contributions.

(a) Timing of Forfeitures. If a Participant who is not yet 100% Vested in his Matching Account, Collington Matching Account, Haggen Profit Sharing Account, Prior United Employer Account or Transfer Account, as applicable, has a Termination of Employment, the non-Vested amount in such Account(s) shall be forfeited and shall become available for allocation as a Forfeiture (in accordance with the terms of Section 6.5) in the Plan Year after such Participant incurs 5 consecutive Breaks in Service; provided, however, if such Participant elects to receive a distribution of all of his Vested Matching Account, Collington Matching Account, Haggen Profit Sharing Account, Prior United Employer Account or Transfer Account, as applicable, the non-Vested amount in such Account(s): (i) shall be immediately forfeited and shall become available for allocation as a Forfeiture (in accordance with the terms of Section 6.5) as soon as practicable after such distribution and (ii) shall be subject to the restoration rules set forth herein. If such a Participant resumes employment as an Eligible Employee after he has incurred 5 or more consecutive Breaks in Service, such non-Vested amount shall not be restored. If such a Participant resumes employment as an Eligible Employee before he has incurred 5 consecutive Breaks in Service, the non-Vested amount shall be restored pursuant to Section 9.3(b).

(b) Reemployment and Vesting After Cash-Out Distribution. If by the date of reemployment such a Participant has received a distribution of the entire Vested interest in his Matching Account, Collington Matching Account, Haggen Profit Sharing Account, Prior United Employer Account or Transfer Account, as applicable, the provisions of Section 4.6(a) shall be applicable (requiring repayment by such a Participant as a condition for restoration of the non-Vested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 9.1 with all previously earned years of Service.

- 9.4 Distribution of Less than Entire Vested Account Balance. If a distribution (including a withdrawal) of any portion of a Participant's Account is made to the Participant at a time when he has a Vested percentage in such Account equal to or less than 100%, a separate record shall be maintained of said Account balance. The Participant's Vested interest at any time in this separate record account shall be an amount equal to the formula  $P(AB+D)-D$ , where  $P$  is the Vested percentage at the relevant time,  $AB$  is the Account balance at the relevant time, and  $D$  is the amount of the distribution (or withdrawal) made to the Participant.
- 9.5 Amendment to Vesting Schedule. Notwithstanding anything herein to the contrary, amendments to the vesting schedule, if any, shall be made in accordance with Section 13.1.



## ARTICLE 10

### WITHDRAWALS AND LOANS

#### 10.1 In-Service Withdrawals.

- (a) General. Prior to Termination of Employment or incurrence of a Disability, a Participant may withdraw all or part of the amounts described in Section 10.2 through Section 10.9 as prescribed by the Plan Administrator. There is no limit on the number or frequency of in-service withdrawals, and there is no minimum amount.
- (b) Source of Withdrawal Amounts.
  - (i) The withdrawal amount shall be charged against the Vested portion of the Participant subaccounts in such order as prescribed by the Plan Administrator.
  - (ii) If the assets of an Account are invested in more than one Investment Fund, the withdrawal amount shall be charged against each Investment Fund in the same proportion as the balance of a subaccount in each Investment Fund bears to the total balance of that subaccount in all Investment Funds.
- (c) Payment of Withdrawal. The amount of any withdrawal shall be paid to a Participant as soon as practicable after the withdrawal request is in good order, as prescribed by the Plan Administrator. At the time of making any withdrawals for a Participant, his Account may be charged with any administrative expenses specifically allocable against his Account pursuant to the policies of the Plan Administrator.
- (d) Forms of Payment.
  - (i) A Participant may request that his in-service withdrawal under this Article 10 be made in the form of a Lump Sum and in the case of an Age 59 1/2 withdrawal under Section 10.3, also in the form of Fixed Installments.
  - (ii) Notwithstanding the foregoing, any Participant who has an Annuity Eligible Balance, and who has a Spouse on the date of his in-service withdrawal request, must obtain Spousal Waiver to the Lump Sum or Fixed Installments, as applicable.

#### 10.2 Hardship Withdrawals.

- (a) General. A Participant may make a withdrawal from all or part of his Account (except for his Qualified Non-Elective Contributions Account, if any), on account of financial hardship in accordance with Treasury Regulation Section 1.401(k)-1(d)(3) and procedures prescribed the Plan Administrator that are uniformly applied to all Participants similarly situated. A hardship withdrawal shall occur

only if the withdrawal is both: (i) made on account of an immediate and heavy financial need of the Participant as defined in paragraph (b) below, and (ii) necessary to satisfy such financial need as defined in paragraph (c) below. The Participant shall furnish the Plan Administrator with satisfactory proof, as determined by the Plan Administrator, that the hardship distribution meets the requirements of paragraphs (b) and (c) below.

- (b) Hardship Events. An immediate and heavy financial need shall be deemed to include any one or more of the following:
- (i) Expenses for (or necessary to obtain) medical care described in Code Section 213(d) previously incurred by the Participant, his Spouse, or dependents (as defined in Code Section 152 but without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B));
  - (ii) The purchase (including down payment and closing costs, but excluding mortgage payments) of a principal residence for the Participant;
  - (iii) The payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the Participant, his Spouse, children, or dependents (as defined in Code Section 152 but without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B));
  - (iv) Payments required to prevent eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence;
  - (v) The payment of burial or funeral expenses for a Participant's deceased parent, Spouse, children, or dependents (as defined in Code Section 152 but without regard to Code Section 152(d)(1)(B)); and
  - (vi) Any other safe harbor reason identified by the Commissioner of the Internal Revenue Service or pursuant to other Internal Revenue Service guidance (e.g., disaster or similar relief) if adopted by the Plan Administrator.
- (c) Financial Need. A distribution shall be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:
- (i) The Participant has obtained all other currently available distributions and nontaxable (at the time of the loan) loans, under the Plan and all other plans maintained by the Controlled Group Companies. For these purposes, plans maintained by the Controlled Group Companies means all qualified and nonqualified plans of deferred compensation maintained by any Controlled Group Company, including a cash or deferred arrangement that is part of a cafeteria plan within the meaning of Code Section 125. However, it does not include the mandatory employee contribution portion

of a defined benefit plan or a health or welfare benefit plan (including one that is part of a cafeteria plan);

- (ii) The Participant is prohibited, under the terms of the Plan or an otherwise legally enforceable agreement, from making elective contributions and employee contributions to the Plan and all other plans maintained by the Controlled Group Companies for at least 6 months after receipt of the hardship distribution, unless such restriction is waived in Internal Revenue Service guidance (e.g., disaster or similar relief). For these purposes, plans maintained by the employer also includes a stock option, stock purchase, or similar plan maintained by any Controlled Group Company.

10.3 Age 59½ Withdrawals. A Participant who has attained age 59½ may request a withdrawal of all or part of his Account, if any.

10.4 Rollover Withdrawals. A Participant may request a withdrawal of all or part of his Rollover or Roth Rollover Account, if any, at any time.

10.5 After-Tax Withdrawals. A Participant may request a withdrawal of all or part of his After-Tax or After-Tax Rollover Account, if any, at any time.

10.6 Qualified Reservists Withdrawal. A Participant who is a Qualified Reservist may request a withdrawal of all of part of his Pre-Tax, Roth or Transfer Account, if any, at any time.

10.7 Special In-Service Withdrawal. A Participant may request a withdrawal of all or a part of his Prior ESOP Account, if any, and Prior Employer QJSA Account II, if any, at any time.

10.8 Distributions and Withdrawals from Transfer Accounts. If the assets and benefits of a Transfer Plan, which allows Code Section 411(d)(6) protected in-service withdrawals and/or forms of distribution, are transferred to or merged into the Plan, the Participants who have Transfer Accounts reflecting the accrued benefits subject to such protected withdrawals and forms of distribution under that Transfer Plan shall be permitted to withdraw, and/or receive distributions of, all or a portion of the amounts from the Transfer Accounts in a manner and subject to rules and restrictions, similar to those provided under the Transfer Plan such that the Plan will comply with the requirements of Code Section 411(d)(6). The terms and conditions of any such withdrawals, as well as other pertinent rules and provisions relating to the transfer of such assets to the Plan, shall be set forth on an Appendix hereto.

10.9 Loans to Participants.

- (a) Availability. A Participant who has not incurred a Termination of Employment may request a loan by completing a form provided by the Plan Administrator as described in Section 11.9. Loans shall be made available to all Participants on a non-discriminatory and reasonably equivalent basis in accordance with a written loan policy adopted by the Plan Administrator and with Code Section 72(p), which are incorporated herein by reference.

- (b) Amount. The written loan policy shall designate the maximum number of loans that may be outstanding at any time. In addition, no loan may be made to a Participant that exceeds the lesser of: (i) \$50,000, less the highest outstanding principal balance of all loans to the Participant from this Plan or any other qualified plan maintained by a Controlled Group Company during the 12-month period ending on the day before the new loan is to be made, or (ii) 50% of the Participant's Account. The minimum amount of any loan shall be the amount set forth in the written loan policy.
- (c) Terms.
- (i) Interest Rate. Each loan shall bear a reasonable rate of interest that provides the Plan with a return commensurate with the interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate is set forth in the written loan policy.
- (ii) Loan Term. The term of each loan, except for a loan made to a Participant which is intended to be used for the purpose of purchasing a principal residence of the Participant, is limited to not more than 5 years (or such other shorter maximum term as the written loan policy may provide). A loan made to a Participant which is intended to be used for the purpose of purchasing a principal residence of the Participant may be repaid over a period of time not to exceed 15 years (or such other shorter maximum term as the written loan policy may provide).
- (iii) Terms of Repayment. All loans shall be subject to a definite repayment schedule which requires substantial level amortization over the term of the loan with payments to be made no less frequently than quarterly (and more frequently if required by the written loan policy). Unless the written loan policy provides otherwise, payments made by Participants who are employed by a Participating Company shall be made by payroll reduction and payments from other Participants may be made by cash, check or other cash equivalent.
- (iv) Security. Each loan shall be secured by 50% of the Participant's Vested Account at the time of the application. Notwithstanding anything herein to the contrary, the pledge of such security shall be made in such manner and amount as the written loan policy may require for the loan to be considered adequately secured. Each loan shall be evidenced by a written promissory note for the amount of the loan, including interest, payable to the Trust.
- (v) Changes to Loan Terms. No change may be made in the terms and conditions of any outstanding loan that is current without the approval of the Participant, except as required by law, or to maintain the Plan's tax qualified status.

- (vi) Spousal Consent. Notwithstanding the foregoing, any Participant who has an Annuity Eligible Balance, who is married at the time of his loan request, must receive his Spouse's consent to his loan request pursuant to the Spousal Waiver rules.
  - (vii) Reasonable Fees. A Participant who receives a loan shall be required to pay such fees in order to defray the cost of administering the loan as set forth in the written loan policy.
  - (viii) Investment. If a Participant receives a loan, a loan fund shall be established as an investment of the Participant's Account. The loan fund shall be held by the Trustee and the amount of the loan shall be transferred from the Participant's other Investment Funds with repayments credited back to the Investment Funds in the manner described by the written loan policy.
  - (ix) Suspension. Loan repayments will be suspended under the Plan for an approved military leave as permitted under Code Section 414(u)(4) and applicable Treasury Regulations, and as provided in the written loan policy. Loan repayments for approved non-military leave may be suspended under the Plan as provided in the written loan policy.
  - (x) Default. If any loan repayments are not paid as and when due or within such period as prescribed in the written loan policy, the loan will be in default. The Plan Administrator may take such actions as it deems appropriate in accordance with the written loan policy, to allow the Participant to cure such default or to otherwise collect such overdue payments or, as the case may be, the outstanding loan balance.
- (d) Loan Rollovers. An outstanding loan from another tax-qualified defined contribution retirement plan (described in Code Section 401(a)) may be rolled into the Plan if permitted by the Plan Administrator in its sole discretion. Such rolled in loan shall be subject to this Section 10.9 and the written loan policy.

## ARTICLE 11

### PAYMENT OF BENEFITS FROM ACCOUNTS

#### 11.1 Benefits Payable for Reasons Other Than Death.

- (a) Right to Commence Payment Upon Termination of Employment. If a Participant has a Termination of Employment for any reason other than death or Disability, he shall be entitled to receive or begin receiving a distribution of his Vested Account as soon as administratively practicable after his Termination of Employment.
- (b) Right to Commence Payment Upon Disability. If a Participant incurs a Disability, he shall be entitled to receive or begin receiving a distribution of his Vested Account as soon as administratively practicable after his date of Disability.
- (c) Determination of Vested Account. The Participant's Vested Account shall be determined as of the Valuation Date on which such distribution is processed and shall include the Vested amount of any Contributions made on his behalf since such Valuation Date. For purposes of this Article, the "date on which such distribution is processed" refers to the date established for such purpose by administrative practice, even if actual payment or processing is made at a later date due to delays in the valuation, administration or any other procedure.
- (d) Required Participant Consent. If the Participant's Vested Account is more than \$5,000, a distribution shall not be made without the Participant's valid election in accordance with procedures established by the Plan Administrator.
- (e) Timing Rule.
  - (i) General. Unless a Participant elects otherwise, in no event shall payment of the Participant's benefit commence (or be made), later than 60 days after the end of the Plan Year which includes the latest of the following:
    - (A) The date on which the Participant attained Normal Retirement Age,
    - (B) The date which is the 10th anniversary of the date he commenced participation in the Plan, or
    - (C) The date he has a Termination of Employment.
  - (ii) Deemed Election to Defer. The failure of a Participant to elect a distribution of his Vested Account shall be deemed an election to defer distribution of benefits subject to Section 11.7. The Participant's Vested Account shall remain invested in the Trust and the Participant may continue to direct the investment of his Vested Account in accordance with Article 8. The Participant's benefit shall be distributed (or

commence to be distributed) as soon as practicable after the date he files a written election with the Plan Administrator requesting such payment.

11.2 Forms of Payment. A Participant may elect to take a distribution of all or a portion of his Vested Account in one of the forms described in this Section 11.2. Notwithstanding the preceding sentence, the distribution of a Participant's Annuity Eligible Balance also is subject to the provisions of Appendix B.

(a) Lump Sum. A Participant may elect a single sum payment of all or a portion of the Participant's Vested Account. If a Participant dies before payment has been made, his Beneficiary can elect any Form of Payment provided herein at such time as provided in Article 12.

(b) Fixed Installments.

(i) General. A Participant may elect annual, quarterly or monthly installments of either:

(A) A fixed dollar amount or fixed percent over a period of years elected by the Participant; or

(B) Substantially equal amounts over the joint life expectancy of the Participant and the Beneficiary.

(ii) Payment Rules. Fixed Installments are subject to the following rules:

(A) In no event will the elected period extend beyond the life expectancy of the Participant and his Beneficiary.

(B) Distributions shall be considered to be substantially equal if the amount of the distribution required to be made for each calendar year is determined by dividing the amount of the Participant's Vested Account as of the distribution date by the remaining number of years over which payments are to be made (including the year for which the distribution is being determined).

(C) A Participant may request a total or partial distribution of his remaining Account at any time during the elected installment period in the form of a Lump Sum.

(D) A Participant may elect to increase or decrease the number or amount of installments.

(E) The Participant continues to direct the investment of his Account until the entire Account is distributed.

- (c) Delayed Payment. Any payments that do not actually begin on the Participant's Benefit Commencement Date shall be adjusted so that the first payment includes all amounts due through the date of such payment.

### 11.3 Direct Rollover Distribution.

- (a) General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, if a Distributee who is the recipient of any Eligible Rollover Distribution, elects to have such Eligible Rollover Distribution paid directly to an Eligible Retirement Plan and specifies (in such form and at such time as the Plan Administrator may prescribe) the Eligible Retirement Plan to which such distribution is to be paid, such distribution shall be made in the form of a direct trustee-to-trustee transfer to the specified Eligible Retirement Plan, provided that that Eligible Retirement Plan accepts such rollover.
- (b) Rollover Notice. No less than 30 days and no more than 180 days before the Eligible Rollover Distribution, the Plan Administrator shall provide the Distributee with a written notice setting forth the information regarding Direct Rollovers and the Direct Rollover election as required under Code Sections 402(f) and 411(a)(11) and the Treasury Regulations issued and effective thereunder. Distribution of a Participant's Account may commence less than 30 days after the notice required under Treasury Regulation Section 1.411(a)-11(c) is given, provided that the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

### 11.4 Cash-Out Payment of Benefits.

- (a) In General. Notwithstanding anything to the contrary, in the event that the Vested portion of the Account of a Participant who has a Termination of Employment is \$1,000 or less and the Participant does not elect to have such distribution paid to an Eligible Retirement Plan specified by the Participant in a Direct Rollover, or to receive the distribution directly, the Plan Administrator shall, as soon as administratively practicable, automatically distribute the Vested Account to the Participant in a Lump Sum without the consent of the Participant (or his Spouse, if any).
- (b) Mandatory IRA Rollover. Notwithstanding anything to the contrary, if the value of the Participant's Accounts is over \$1,000 but does not exceed \$5,000, and the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover according to Section 11.3 or to receive the distribution directly in accordance with Section 11.2, then the Plan Administrator shall, as soon as administratively practicable, pay the distribution in a Direct Rollover to an individual retirement plan as may designated by the Plan Administrator from time to time.



11.5 Qualified Domestic Relations Orders. Benefits shall be paid in accordance with a Qualified Domestic Relations Order with respect to the Plan in accordance with the following:

- (a) The Plan Administrator shall establish a procedure for determining the qualified status of Domestic Relations Orders and administering Plan distributions in accordance with Qualified Domestic Relations Orders. Such procedure shall be in writing, shall permit an Alternate Payee to designate a representative for receipt of communications from the Plan Administrator and shall include such other provisions as the Plan Administrator determines, consistent with Code Sections 401(a)(13) and 414(p), ERISA Section 206(d)(3) and the Treasury and Department of Labor Regulations thereunder.
- (b) Any Domestic Relations Order or Qualified Domestic Relations Order purporting to designate or change a Beneficiary shall have no force or effect on the Plan. Similarly, a Domestic Relations Order or Qualified Domestic Relations ordering a Participant to designate or change a Beneficiary shall have no force or effect unless such Participant makes such change on the appropriate Plan form.
- (c) A purported waiver of any person's beneficiary interest in a Participant's Account under a Domestic Relations Order or Qualified Domestic Relations shall have no force or effect on the Plan.

11.6 Unclaimed Benefits. In the event a Participant, Beneficiary or Alternate Payee is due a payment from the Plan under this Article and the Plan Administrator is unable to locate such person (after such diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within a reasonable period of time from the date upon which he becomes due such payment (or as of such person's Required Beginning Date in the case of required minimum distributions under Section 11.7 below), the payment owed to the Participant shall be treated as forfeited and shall become available for allocation as a Forfeiture (in accordance with the terms of Section 6.5); provided, in the event such Participant, Beneficiary or Alternate Payee is located or makes a claim subsequent to the allocation of the forfeited Account, the amount of the forfeited Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored to such Participant, Beneficiary or Alternate Payee, as appropriate. Notwithstanding this Section 11.6, any outstanding uncashed check issued to a Participant, Beneficiary or Alternate Payee for any reason shall be handled in accordance with the uncashed check policy adopted by the Plan Administrator.

11.7 Minimum Distribution Requirements. Notwithstanding any other Plan provision to the contrary, all distributions shall commence on the Participant's Required Beginning Date and in accordance with Treasury Regulations under Code Section 401(a)(9), including Treasury Regulation Section 1.401(a)(9)-2 through Section 1.401(a)(9)-9, as applicable. These regulations are incorporated by reference and shall override any inconsistent Plan provisions.

- 11.8 Assets Distributed. Any distribution to a Participant, his Beneficiary or his Alternate Payee shall be made in the form of cash. Such distributions may be paid directly from the Trust Fund or, for the Annuity Eligible Balance only, through the purchase with Trust Fund assets of an annuity contract which is distributed to the Participant, Beneficiary or Alternate Payee, as applicable, and pursuant to which an insurance company is obligated to make such cash distributions in accordance with the distribution provisions of the Plan; provided, any such distributed annuity contract will be nontransferable.
- 11.9 Election Forms. Notwithstanding any other Plan provision to the contrary, any distribution election, Spousal Waiver, Beneficiary designation or any other election under the Plan shall be completed on such form or pursuant to such procedure as prescribed by the Plan Administrator. Any other form or election shall be null and void.
- 11.10 Restrictions on Distributions from Pre-Tax, Roth and Qualified Non-Elective Accounts.
- (a) Accounts Subject to Restrictions. Notwithstanding anything in the Plan to the contrary, the following amounts are subject to the distribution restriction of Section 11.10(b):
- (i) Amounts in a Participant's Pre-Tax, Roth and Qualified Non-Elective Accounts; and
  - (ii) Amounts in a Participant's Transfer Accounts credited with before-tax contributions, Roth contributions and company contributions used to satisfy the Code Section 401(k) actual deferral percentage test and company contributions used to satisfy the Code Section 401(m) actual contribution percentage test.
- (b) Distribution Restrictions. The amounts described in Section 11.10(a) shall not be distributable to a Participant earlier than the earliest of the following to occur:
- (i) The Participant's death, Disability or Termination of Employment;
  - (ii) The Participant's attainment of age 59½;
  - (iii) The Participant's incurrence of a financial hardship as described in Section 10.2; or
  - (iv) The termination of the Plan without the establishment or maintenance of a successor defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e), a SIMPLE IRA as defined in Code Section 408(p) or a Code Section 403(b) or 457 plan) at the time the Plan is terminated or within the period ending 12 months after the final distribution of all assets in all Pre-Tax, Roth, Qualified Non-Elective or Transfer Accounts; provided, however, if fewer than 2% of the Employees who are or were eligible under the Plan at the time of its termination are or were eligible under another defined contribution plan at

any time during the 24-month period beginning 12 months before the time of termination, such other plan shall not be a successor plan.

- 11.11 Additional Provisions Applicable to Contingent Value Rights.As a result of the merger of Safeway Inc. with AB Acquisition LLC, Albertson's Holdings, LLC, Albertson's LLC, and Saturn Acquisition Merger Sub, Inc., all shares of Safeway Inc. stock under the Plan were converted to cash and certain non-transferable contingent value rights ("CVRs") and Safeway Inc. stock ceased to be an available investment option offered under the Plan. The cash received upon the termination of a Participant's CVRs will be held in the Participant's Account and invested in accordance with procedures established by the Plan Administrator. If the cash proceeds from the termination of the CVRs are received by the Plan after a Participant has elected a distribution of his or her entire Account, the cash will be distributed as soon as administratively practicable in accordance with procedures established by the Plan Administrator.

## ARTICLE 12

### DEATH BENEFITS

#### 12.1 Pre-Commencement Survivor Benefits.

- (a) General. If the Participant dies before his Benefit Commencement Date, the Plan Administrator shall pay the Participant's Vested Account to the Participant's Beneficiary or Beneficiaries in accordance with this Section.
- (b) Deemed Spousal Benefit. A Participant shall be deemed to have named his Surviving Spouse, if any, as his sole Beneficiary, to the exclusion of all others or prior Beneficiary designations, with respect to 100% of the value of his Vested Account unless his Surviving Spouse consents to the payment of up to 100% of the Participant's death benefit to a Beneficiary other than or in addition to the Surviving Spouse in accordance with Section 12.1(d).
- (c) Beneficiary Designation.
  - (i) General. A Participant may designate his Beneficiary or Beneficiaries for his Account by filing with the Plan Administrator, at any time, and any number of times, a written designation of Beneficiary or Beneficiaries on a form described in Section 11.9. Each subsequent written designation of Beneficiary or Beneficiaries shall supersede any prior designations and shall be made on a form described in Section 11.9. A Beneficiary designation shall not be valid if received by the Plan after the death of the Participant.
  - (ii) Default Beneficiary. If a Participant fails to designate a Beneficiary, designates a Beneficiary and thereafter such designation is revoked without another Beneficiary being named, or designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant, such Participant's Vested Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following default Beneficiaries with a member surviving the Participant and in equal shares if there is more than one member in such class surviving the Participant:
    - (A) Participant's Surviving Spouse;
    - (B) Participant's surviving children;
    - (C) Participant's surviving parents; or
    - (D) Representative of the Participant's estate.

- (d) Waiver of Spouse's Survivor Benefit. If the Participant is married and makes a Beneficiary designation that provides his Surviving Spouse with less than 100% of the Participant's Account upon the Participant's death, then that election must be made with Spousal Waiver.
- (e) Time and Form of Payment to Non-Spouse Beneficiary.
  - (i) If a Participant's Beneficiary is not his Spouse, the Participant's Account shall be paid to the designated non-Spouse Beneficiary in a Form of Payment described in Section 11.2 elected by the non-Spouse Beneficiary.
  - (ii) The Participant's Beneficiary may elect to have payments commence immediately after the Participant's death or, if the Participant's Vested Account is more than \$5,000, to commence at such later time in accordance with Section 12.3.
  - (iii) Until distributed, the Account remains invested in the Trust and the Participant's Beneficiary may continue to direct the investment of the Account.
  - (iv) If a married Participant's Beneficiary is not his Spouse, but a Spousal Waiver was not filed with the Plan Administrator, the Participant's Account shall be paid in accordance with subsection (f).
  - (v) If the Participant's Vested Account is \$5,000 or less, and the Participant's Beneficiary does not elect to commence payments, the Account will be distributed or rolled over in accordance with Section 11.4.
- (f) Time and Form of Payment to Surviving Spouse Beneficiary.
  - (i) The Surviving Spouse may elect any Form of Payment in accordance with Section 11.2. The Surviving Spouse's rights with respect to a Participant's Annuity Eligible Balance, if any, are described in Appendix B.
  - (ii) The Participant's Surviving Spouse may elect to have payments commence immediately after the Participant's death or, if the Participant's Vested Account is more than \$5,000, to defer commencement of payments to a date that is no later than the later of the first anniversary of the Participant's death or April 1 of the year following the year in which the Participant would have attained age 70½ in accordance with Section 12.3.
  - (iii) Until distributed, the Account remains invested in the Trust and the Participant's Surviving Spouse may continue to direct the investment of the Account.

- (iv) If the Participant's Vested Account is \$5,000 or less, and the Participant's Surviving Spouse does not elect to commence payments, the Account will be distributed or rolled over in accordance with Section 11.4.

12.2 Post-Commencement Survivor Benefit. If a Participant dies after his Benefit Commencement Date, no benefit is payable under this Article and the benefit payable, if any, shall be payable in accordance with the Participant's elected Form of Distribution.

12.3 Minimum Distribution Requirements Applicable At Death of Participant. All distributions will be made in accordance with Code Section 401(a)(9), the Treasury Regulations promulgated under Code Section 401(a)(9), including Treasury Regulation Section 1.401(a)(9)-2 and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service, all of which are incorporated by reference; and the terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

## ARTICLE 13

### AMENDMENT, TERMINATION AND ADOPTION

#### 13.1 Amendment.

- (a) General. The Plan Administrator shall have full power and authority to amend at any time or times the provisions of the Plan, either prospectively or retroactively, to such extent and in such manner as the Plan Administrator shall deem advisable, in accordance with its normally established procedures. The Plan Administrator may delegate such power, in whole or in part, to one or more committees (comprised of officers or other managerial personnel of the Company) to whom administrative responsibilities may be delegated under the Plan.
- (b) Amendment Procedures. Any amendment shall be stated in an instrument in writing executed by the Plan Administrator (or its delegate) in the same manner as this Plan, and this Plan shall be deemed to have been amended in the manner and at the time therein set forth, and all Participants shall be bound thereby.
- (c) Limitation on Amendments.
  - (i) No amendments shall be effective which shall attempt to cause any of the assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries, except such changes, if any, as may be required to permit the Plan to meet the applicable requirements of the Code, as now in effect or hereafter amended, or ERISA.
  - (ii) No amendment shall have any retroactive effect so as to decrease the accrued benefit of any Participant or Beneficiary within the meaning of Code Section 411(d)(6).
  - (iii) No amendment shall create or effect any discrimination in favor of Participants who are officers, shareholders or Highly Compensated Employees.
  - (iv) No amendment shall increase the duties or liabilities of the Trustee without its written consent.
- (d) Amendment to Vesting Schedule. If the Plan's vesting provisions are amended, then the following provisions shall apply:
  - (i) In the case of any Employee who is a Participant on the later of the date the amendment is adopted or the date the amendment is effective, the non-forfeitable percentage (determined as of such date) of such Employee's right to his benefit will not be less than the percentage computed under the Plan without regard to such amendment.

- (ii) Each Participant with 3 or more Years of Service whose benefits would otherwise be determined under such schedule shall have the right to elect, during the applicable period specified in this paragraph, to have the Participant's non-forfeitable benefit determined without regard to such amendment. However, no such election shall be provided to any Participant whose non-forfeitable percentage under the amended vesting schedule cannot at any time be less than the percentage computed without regard to such amendment.
  - (A) The election period shall commence on the date the amendment is adopted and end 60 days after the latest of the date the amendment is adopted, the date the amendment becomes effective, or the date the Participant is notified of the amendment in writing by a Participating Company or the Plan Administrator. Such election, if exercised, shall be irrevocable and shall be available only to an Employee who is a Participant at the time the election is made.
  - (B) Each Participant's non-forfeitable percentage with respect to the Participant's benefit determined as of the later of the date the amendment is adopted or the date the amendment is effective, will not be less than the non-forfeitable percentage determined under the Plan without regard to the amendment.

### 13.2 Termination.

- (a) Right to Terminate. The Company expects the Plan to be continued indefinitely, but it reserves the right to at any time and for any reason completely or partially terminate the Plan or completely discontinue contributions to the Plan at any time. The Company may delegate such termination authority. The Plan Administrator shall determine in accordance with applicable law whether the Plan has incurred a partial plan termination. In either event, the Plan Administrator, the Administrative Committee, each Participating Company and the Trustee shall be promptly advised of such decision in writing. For termination of the Plan by a Participating Company as to itself, if applicable, (rather than the termination of the entire Plan by the Company) refer to Section 13.3(e).
- (b) Vesting Upon Complete Termination. If the Plan is terminated by the Company (or its delegate) or Contributions to the Plan are completely discontinued, the Accounts of all Participants and Beneficiaries shall become 100% Vested. As of the termination date, a valuation of the Plan Assets attributable to each of the Participants shall be made. Each Vested Account shall be adjusted accordingly, including any expenses incurred in liquidating Plan Assets. Upon termination of the Plan, the Plan Administrator shall instruct the Trustee to pay each Participant the value of his Account in accordance with applicable law and to thereupon dissolve the Trust.



- (c) Dissolution of Trust. In the event that the Company (or its delegate) decides to dissolve the Trust, the assets under the Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Trust assets as described herein below. Following completion of the conversion, on a date selected by the Plan Administrator, each individual with an Account under the Plan on such date shall receive a distribution of the total amount then credited to his Account. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution (treating, for this purpose, such distribution date as the Valuation Date as of which the distributable amount is determined). In the case of a termination distribution as provided herein, the Plan Administrator may direct the Trustee to take any action provided in Section 11.6 (dealing with unclaimed benefits), except that it shall not be necessary to hold funds for any period of time stated in such Section. The Plan Administrator may direct the Trustee to use assets of the Trust Fund to pay any due and accrued expenses and liabilities of the Trust and any expenses involved in termination of the Plan (other than expenses incurred for the benefit of the Participating Companies).
- (d) Vesting Upon Partial Termination. In the event of a partial termination of the Plan (as provided in Code Section 411(d)(3)), the Accounts of those Participants and Beneficiaries affected shall become 100% Vested and, unless transferred to another qualified plan, shall be distributed in a manner and at a time consistent with the terms of Article 11.

### 13.3 Adoption of the Plan by a Participating Company.

- (a) Procedures for Participation. The Company and the other Participating Companies listed on Appendix A shall be Participating Companies in the Plan. Any other entity may become a Participating Company and commence participation in the Plan by designating itself as a Participating Company in its corporate records and upon being accepted by the Plan Administrator. The name of any entity which shall commence participation in the Plan, along with the effective date of its participation, may be recorded in the records of the Plan Administrator or on Appendix A which may be appropriately modified each time a Participating Company is added or deleted. To adopt the Plan as a Participating Company, the board of directors or other managing body of the company must approve a resolution expressly adopting the Plan for the benefit of its eligible Employees and accepting designation as a Participating Company, subject to all of the provisions of this Plan and of the Trust. The resolution shall specify the date as of which the designation as a Participating Company shall be effective. Upon adoption of the Plan by a Participating Company as herein provided, the Employees of such company shall be eligible to participate in the Plan as soon as administratively practicable subject to the terms of this Section.
- (b) Single Plan. The Plan, as adopted by all Participating Companies, shall be considered a single plan for purposes of Treasury Regulation Section 1.414(l)-1(b)(1). All assets contributed to the Plan by the Participating Companies shall be

held together in a single fund and shall be available to pay benefits to all Participants and Beneficiaries. Nothing contained herein shall be construed to prohibit the separate accounting of assets contributed by the Participating Companies for purposes of cost allocation, Contributions, Forfeitures and other purposes, pursuant to the terms of the Plan and as directed by the Plan Administrator.

- (c) Authority under Plan. As long as a Participating Company's designation as such remains in effect, such Participating Company shall be bound by, and subject to, all provisions of the Plan and the Trust. The exclusive authority to amend the Plan and the Trust shall be vested in the persons set forth under Section 13.1, and no other Participating Company shall have any right to amend the Plan or the Trust. Any amendment to the Plan or the Trust adopted by such person(s) shall be binding upon every Participating Company without further action by such Participating Company.
- (d) Contributions to Plan. A Participating Company shall be required to make Contributions to the Plan at such times and in such amounts as specified under the Plan.
- (e) Withdrawal from Plan. The Plan Administrator may terminate the designation of a Participating Company, effective as of any date. A Participating Company may withdraw from participation in the Plan by action of its board of directors; provided, however, such action is communicated in writing to the Plan Administrator. The withdrawal of a Participating Company shall be effective as of the date agreed to by the Participating Company and the Plan Administrator. Any such Participating Company which ceases to be a Participating Company shall be liable for all costs and liabilities (whether imposed under the terms of the Plan, the Code or ERISA) accrued, with respect to its Employees, through the effective date of its withdrawal or termination as determined by the Plan Administrator. The withdrawing or terminating Participating Company shall have no right to direct that assets of the Plan be transferred to a successor plan for its Employees unless such transfer is approved by the Plan Administrator in its sole discretion.

13.4 Merger or Consolidation and Transfer of Assets or Liabilities. No merger, consolidation, or transfer of Plan Assets or liabilities of the Plan to another plan qualified under Code Section 401(a) is authorized, unless each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan then terminated). If the Company reorganizes, merges, consolidates, or sells substantially all its assets, a successor corporation, firm, or person may continue the Plan by adopting it pursuant to resolution of its governing board submitted to the Board, which in turn must resolve to permit continuation of the Plan. If within 180 days of such reorganization, merger, consolidation, or sale of assets, the Plan is not adopted as provided in this Section, the Plan and the Trust shall terminate with respect to such successor in interest

and its employees, and the Plan Assets shall be disposed of in accordance with the provisions of this Article 13.

## ARTICLE 14

### POWERS AND DUTIES OF COMMITTEES

- 14.1 Plan Administration. For purposes of ERISA, the Company is the Plan Administrator and the Named Fiduciary. The Company may allocate and delegate any of its duties to any other person or persons. The Company has delegated to the Retirement Benefit Plans Committee all of its duties and responsibilities as Plan Administrator, including investment related matters. The Retirement Benefit Plans Committee therefore has full discretionary power and authority to administer the Plan, and to do all things necessary or convenient in connection therewith. The Retirement Benefit Plans Committee has delegated certain administrative functions other than investment matters to the Administrative Committee. The Administrative Committee therefore has full discretionary power and authority to administer the Plan in accordance with the delegation to it, and to do all things necessary or convenient in connection therewith.
- 14.2 Appointment and Composition of the Committees. The Chief Executive Officer of the Company determines the number of members of the Retirement Benefit Plans Committee, and is responsible for appointing and removing members of the Retirement Benefit Plans Committee. The Retirement Benefit Plans Committee determines the number of members of the Administrative Committee, and is responsible for appointing and removing members of the Administrative Committee. These powers shall be exercised by the applicable party in writing.
- 14.3 Committees in General.
- (a) The Chief Executive Officer of the Company shall establish the bylaws by which the Retirement Benefit Plans Committee will operate. The Retirement Benefit Plans Committee shall establish the bylaws by which the Administrative Committee will operate.
  - (b) Each Committee may allocate and delegate any of its duties to any other person or persons, which may include but is not required to include Committee members. No person has any discretionary authority in connection with the Plan or Plan Assets unless properly delegated. If a Committee delegates any portion of its authority, any reference to the Committee's authority shall include the delegate to the extent such authority has been delegated.
  - (c) Each Committee may act by meeting or by written document approved by a majority of the Committee members without meeting.
  - (d) Except as required by law, no Committee member shall be liable or responsible for an act or omission of other Committee members in which he has not concurred.
  - (e) A Committee member may also be a Participant, but no Committee member shall have the power to take part in any discretionary decision or action affecting his own interest as a Participant under this Plan unless such decision or action is upon

a matter affecting all other Participants similarly situated and confers no special right, benefit or privilege not simultaneously conferred upon all other such Participants.

- (f) Each Committee may engage the services of actuaries, accountants, lawyers, other advisers and any other entity to help it carry out its responsibilities. Any agreement or arrangement authorized or required by this Article or by ERISA, is entered into at the direction of the appropriate Committee.
- (g) Each Committee shall establish procedures for carrying out its duties and powers in accordance with its bylaws, and keep records of its proceedings, acts, and other data necessary to administer the Plan. A Committee member may resign by following the procedure set forth in the applicable bylaws.

14.4 Information Required for Administration. Each Participating Company shall furnish the Plan Administrator with such data and information they consider necessary or desirable to perform their duties under the Plan. The records of a Participating Company concerning an Employee or Participant, including but not limited to periods of employment, Termination of Employment, reemployment and Compensation will be conclusive on all persons unless the Plan Administrator determines that the Participating Company's records are not correct. Participants and other persons entitled to benefits under the Plan will furnish the Plan Administrator with such evidence, data or information as it considers necessary or desirable to perform its duties under the Plan.

14.5 Expenses of the Plan. All reasonable and proper expenses of administering the Plan may be paid by the Trustee out of the Trust unless paid by the Company or any other Participating Company. Such expenses shall include any expenses incident to the administration of the Plan and the functions carried out by each Committee, including, but not limited to, fees of actuaries, accountants, counsel, and other specialists, and other costs of administering the Plan and investing the Trust.

14.6 Indemnification. Except as prohibited by applicable law, the Company shall defend, indemnify and hold harmless from any and all liabilities, costs and expenses (including legal fees), to the extent not covered by insurance, each individual (as distinguished from corporate) trustee of the Plan and officer, director or employee of the Company, who is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding with respect to the Plan, whether imposed under ERISA or otherwise, wherever brought, whether civil, criminal, administrative or investigative by reason of the fact that the individual is or was a fiduciary or administrator of the Plan (as defined in ERISA), or by reason of acting in any other capacity in connection with such plans. No such indemnification, however, shall be required or provided if such liability arises (i) from the individual's claim for the individual's own benefit, (ii) from the proven willful misconduct, fraud or the bad faith of the individual, or (iii) from the criminal misconduct of such individual if the individual had reason to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, was grossly

negligent and, with respect to any criminal action or proceeding, had reasonable cause to believe that the individual's conduct was unlawful. This indemnification shall continue as to an individual who has ceased to be a trustee of the Plan or officer, director or employee of the Company and shall inure to the benefit of the heirs, executors and administrators of such an individual.

- 14.7 Committee Compensation. Committee members may receive compensation for services from Plan Assets to the extent permitted by ERISA. Committee expenses are paid by the Company, or to the extent not paid by the Company, then from Plan Assets. Such expenses include any expenses incidental to the functioning of each Committee, such as fees of actuaries, accountants, counsel and other specialists, and other costs of administering the Plan and investing Plan Assets.

## ARTICLE 15

### APPLICATION OF BENEFITS AND REVIEW PROCEDURES

#### 15.1 Interpretation.

- (a) The Administrative Committee shall have full and sole discretionary authority to interpret all Plan documents, and to make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Administrative Committee shall be final and legally binding on all parties.
- (b) Any interpretation, determination, rules, computations or other action of the Administrative Committee shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Administrative Committee shall be based only on such evidence presented to or considered by the Administrative Committee at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with and consent to any decisions that the Administrative Committee makes, in its sole discretion and, further, constitutes agreement to the limited standard and scope of review described by this subsection.
- (c) The Administrative Committee shall establish procedures for determining questions arising in the administration, interpretation, and application of the Plan that has been delegated to it in accordance with its bylaws. The Administrative Committee in its sole discretion shall make such rules, interpretations and computations, and shall take such other actions to administer the Plan as it may deem appropriate. In administering the Plan, the Administrative Committee shall act in a nondiscriminatory manner to the extent required by Code Section 401(a) and related Code Sections, and at all times discharge its duties in accordance with the standards set forth in ERISA Section 404(a)(1).

#### 15.2 Claims.

- (a) General. All claims to recover benefits due under the terms of the Plan, to enforce rights under the terms of the Plan, or to clarify rights to future benefits under the terms of the Plan must be made in writing to the Administrative Committee. The Administrative Committee shall promptly approve or deny each claim and shall notify the claimant no later than 90 days after the receipt of the written claim. If an extension of time for processing the claim is required due to special circumstances, written notice of the extension shall be provided to the claimant before the termination of the initial 90-day period. In no event shall the extension exceed a period of 90 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of

time and the date by which the Administrative Committee expects to render a benefit determination.

- (b) Content of Notice of Adverse Decision on Claim. If a claim is denied, the claimant shall be advised in writing of:
  - (i) The specific reasons for denial;
  - (ii) Specific reference to pertinent Plan provisions on which the denial is based;
  - (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary; and
  - (iv) An explanation of the Plan's claim review procedure, and the time limits applicable to such procedures, including that claimant may have the claim reviewed by the Administrative Committee and that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse determination on review.

### 15.3 Appeals.

- (a) General. At the written request of the claimant or his counsel, filed within 60 days of the date of the written denial of a claim, the Administrative Committee shall review the decision denying the claim. Upon request and free of charge, the claimant or his counsel must be given the opportunity to review and to receive copies of all documents, records and other information relevant to the claim (as determined in accordance with 29 CFR Section 2560.503-1(m)(8)) and to submit any statements, documents, records or written argument in support of his claim.
- (b) Review of Appeal.
  - (i) The Administrative Committee shall promptly review the appeal and shall notify the claimant or his counsel of its decision no later than 60 days after the receipt of the written appeal. If an extension of time for processing the appeal is required due to special circumstances, written notice of the extension shall be provided to the claimant or his counsel before the termination of the initial 60-day period. In no event shall the extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Committee expects to render a benefit determination.



- (ii) In performing the review, the Administrative Committee will take into account all comments, documents, records and other information submitted by the claimant or his counsel relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.
  - (c) Decision on Review. The decision shall be in writing and in understandable language and, in the case of an adverse determination on review, shall state the specific reasons for the decision and include specific references to the pertinent Plan provisions on which the decision is based. The written notice of an adverse decision shall also include a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the claim (as defined in 29 CFR Section 2560.503-1(m)(8)) and a statement of the claimant's right to bring an action under Section 502(a) of ERISA in the event of an adverse determination on appeal. The decision of the Administrative Committee after review shall be final, except as appropriate judicial actions may be afforded.
- 15.4 Exhaustion Requirement. No legal action may be brought until a claimant has submitted a written claim for benefits in accordance with the procedures described above, has been notified by the Plan Administrator that the claim is denied, has filed a written appeal in accordance with the appeal procedures described above, and has been notified that the Administrative Committee has denied the appeal.
- 15.5 Statute of Limitations. No legal action shall be commenced seeking judicial review of a decision under this Article more than 1 year after the later of the date of the initial denial of the claim, or if a timely request for appeal of the denial has been made, the date the Administrative Committee denies the claimant's appeal.
- 15.6 Forum Selection. Any legal action must be brought in the United States District Court, District of Idaho where the Plan is administered.

## ARTICLE 16

### TOP-HEAVY PROVISIONS

- 16.1 Top-Heavy Plan Years. For each Plan Year that the Plan is “Top Heavy” as described in Section 16.2, the provisions of this Article shall apply and supersede any conflicting provisions of the Plan. In addition, the requirements of Code Section 416 and applicable Treasury Regulations thereunder are hereby incorporated by reference into the Plan.
- 16.2 Determination of Top-Heavy Status. The Plan shall be Top Heavy for a Plan Year if, as of the Determination Date of such Plan Year, (a) the total value of the Accounts of the Participants who are Key Employees under the Plan exceeds 60% of the total value of the Accounts of all Participants (other than former Employees who did not perform services for a Participating Company during the one year period ending on the Determination Date and former Key Employees pursuant to Code Section 416(g)(4)(B)); or (b) the Plan is part of a Top Heavy Group (as defined in Section 16.3). However, the Plan shall not be considered to be Top Heavy for any Plan Year in which the Plan is a part of a required or permissive aggregation group (within the meaning of Code Section 416(g)) which is not Top-Heavy.
- 16.3 Top Heavy Group Determination. Top Heavy Group means a group that meets the requirements of both subsections (a) and (b) of this Section 16.3.
- (a) A Top Heavy Group is a group containing:
- (i) Each plan maintained by a Controlled Group Company in which a Key Employee is a Participant,
  - (ii) Each plan maintained by a Controlled Group Company (regardless of whether the plan has terminated) which enables any plan described in paragraph (i) to meet the requirements of Code Sections 401(a)(4) and 410, and
  - (iii) Each plan maintained by a Controlled Group Company (regardless of whether the plan has terminated) which the Company elects to aggregate with the plans described in paragraphs (i) and (ii) if such group would continue to meet the requirements of Code Sections 401(a)(4) and 410 with such additional plans being taken into account.
- (b) A group is a Top Heavy Group only if, as of the Determination Date, the sum of the present value of the accumulated accrued benefits for Key Employees under all Defined Benefit Plans included in the group and the aggregate of the accounts of Key Employees under all Defined Contribution Plans included in the group exceeds 60% of a similar sum determined for all Employees.
- 16.4 Special Rules. The following rules shall apply in determining whether the Plan is Top-Heavy:

- (a) The aggregate distributions (without interest thereon) made under the Plan during the 1-year period ending on the Determination Date shall be included for purposes of applying Sections 16.2 and 16.3(b). In the case of a distribution made for reason other than severance from employment, death or disability, this provision shall apply by substituting “5-year period” for “1-year period.”
  - (b) Accrued benefits and accounts of the following individuals shall not be taken into account for a Plan Year: (i) any Non-Key Employee who, in a prior Plan Year, was a Key Employee or (ii) any Employee who had not performed any services for a Participating Company at any time during the 1-year period ending on the Determination Date for such Plan Year.
  - (c) Rollover Contributions (or similar transfers) to the Plan will not be included for purposes of applying Sections 16.2 and 16.3(b), except as otherwise provided in applicable Treasury Regulations.
- 16.5 Top-Heavy Minimum Contribution. For any Plan Year for which the Plan is Top-Heavy, Participating Company contributions (other than Pre-Tax Contributions, Roth Contributions and Catch-Up Contributions) allocated to the Accounts of each Participant who is a Non-Key Employee, shall be not less than the lesser of (i) 3% of the Non-Key Employee’s Compensation, or (ii) in the case where there is no Defined Benefit Plan which designates this Plan to satisfy Code Section 401(a)(4) or 410, the largest percentage of Contributions (other than Catch-Up Contributions) and Forfeitures (if applicable), as a percentage of Compensation allocated on behalf of any Key Employee for that Plan Year.
- 16.6 Minimum Vesting. For any Plan Year for which the Plan is Top-Heavy, the minimum vesting requirement is satisfied because the vesting schedules set forth in Section 9.1 satisfy Code Section 416(b)(1).
- 16.7 Coordination with Top Heavy Defined Benefit Plan. For any year in which a Participant in the Plan also participates in a Defined Benefit Plan which is aggregated with the Plan under Section 16.2 and, when taken together, the group constitutes a Top Heavy Group, then the minimum benefit requirement with respect to such Participant shall be satisfied in the Defined Benefit Plan.
- 16.8 Construction of Limitations and Requirements. The descriptions of the limitations and requirements set forth in this Article are intended to serve as statements of the minimum legal requirements necessary for the Plan to remain qualified under the applicable terms of the Code. The Participating Companies do not desire or intend, and the terms of this Article shall not be construed, to impose any more restrictions on the operation of the Plan than required by law. Therefore, the terms of this Article and any related terms and definitions in the Plan shall be interpreted and operated in a manner which imposes the least restrictions on the Plan. For example, if use of a more liberal definition of “Compensation” is permissible at any time under the law, then the more liberal provisions may be applied as if such provisions were included in the Plan.

## ARTICLE 17

### MISCELLANEOUS

- 17.1 Headings. The headings and subheadings in the Plan have been inserted for convenience of reference only. In the event of a conflict between a heading and the content of a Section, the content of the Section shall control.
- 17.2 Nonalienation. No Participant shall have any right to sell, assign, pledge, hypothecate, anticipate or in any way create a lien upon any part of the Trust Fund. Except to the extent required by law (including, but not limited to tax withholding) or provided in the Plan, no interest in the Trust Fund, or any part thereof, shall be assignable in or by operation of law, or be subject to liability in any way for the debts or defaults of Participants, their Beneficiaries, Spouses or heirs at law, whether to the Participating Company or to others. To the extent permitted under Code Section 401(a)(13)(c) and ERISA Section 206(d)(4), the preceding sentence will not apply to an order or requirement to pay funds to the Plan arising under a judgment or conviction for a crime involving the Plan or under a civil judgment entered by a court in an action alleging a violation of Part 4 of ERISA. Before the time that distributions are to be made hereunder, the Participants, their Spouses, Beneficiaries, heirs at law or legal representatives will have no right to receive cash or other things of value from the Company, its Affiliates or the Trustee from or as a result of the Plan and Trust.
- 17.3 Governing Law. To the extent not inconsistent with ERISA or preempted by federal law pursuant to ERISA, the Plan shall be construed in accordance with and its validity shall be determined under the laws of the State of Idaho.
- 17.4 No Guarantee of Employment. Neither the creation of the Plan nor anything contained in the Plan or Trust Agreement shall be construed as a contract of employment between any Participating Company and the Participant or as giving any Participant or other employee of a Participating Company any right to remain in the employ of such employer, any equity or other interest in the assets, business or affairs of the Participating Company, or any right to complain about any action taken or any policy adopted or pursued by a Participating Company.
- 17.5 Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information that the Plan Administrator or Administrative Committee, as applicable, considers pertinent and reliable, and signed, made or presented by the proper party.
- 17.6 Limitation to Trust Fund. Neither the Company nor any Affiliate shall have any liability for benefits under the Plan beyond the contributions required by the terms of the Plan. Nothing in the Plan shall be deemed to give any Participant, Beneficiary or Alternate Payee any right to assets of the Company or any Affiliates and all Plan benefits shall be limited to the amounts in the Trust. The Company, any Affiliates, the Plan Administrator and the Administrative Committee do not guarantee the Trust in any manner against loss

or depreciation and do not guarantee the payment of any benefit that may become due under the Plan.

17.7 Recovery of Overpayment.

- (a) General. If the Plan makes an overpayment or pays a benefit in error, the Plan has the right at any time, as elected by the Administrative Committee, to offset the amount of that overpayment from a future payment under the Plan, recover that overpayment from the person to whom it was made, a combination of both, or pursue any other lawful means of recovering such overpayment.
- (b) Lien. Any person in receipt of a payment from the Plan promises to reimburse the Plan any overpayment. Any person in receipt of any benefit paid but not owed has an obligation to immediately notify the Administrative Committee of the overpayment and to return the overpaid benefits to the Plan. The Plan possesses a lien on any benefit paid but not owed under the terms of the Plan. The lien is enforceable regardless of the reason for the mistake in payment or the fault or knowledge of the person in possession of the mistakenly paid Plan Assets. The lien shall remain in effect until the Plan is repaid in full.
- (c) Corrective Action. The Administrative Committee may take whatever action is necessary to enforce the Plan's lien on any overpayments. The Administrative Committee has sole discretion to choose the methods for enforcing the Plan's lien. These methods include, without limitation, the Plan's recoupment of the overpayment from future benefit payments or a court action seeking imposition of a constructive trust and disgorgement of the overpaid Plan benefits plus interest, or any other claim to recover Plan Assets under ERISA or any applicable law.

17.8 Prohibition Against Profiting From Participant's Death. If the Administrative Committee, in its sole discretion, determines that a Beneficiary may have intentionally caused the Participant's death, the Administrative Committee in its sole discretion may take any action the Administrative Committee determines appropriate, including but not limited to:

- (a) Delaying payments of any benefit to such Beneficiary for any period the Administrative Committee determines appropriate, including until there is a judicial determination of the Beneficiary's guilt or innocence;
- (b) Deciding to pay the benefit otherwise payable to the Beneficiary to another Beneficiary; and
- (c) Applying the rules of the state in which the death occurred to determine the proper Beneficiary.

17.9 Continuity of Plan Provisions. Unless specifically provided to the contrary in this Plan document, the rights and benefits of a Plan Participant who terminates employment with any Participating Company will be determined in accordance with the terms of the Plan

on the date on which that Participant ceased to be an Employee, and in accordance with any provisions of the Plan that are specifically made effective to that date.

- 17.10 Power of Attorney. If enforceable under applicable state law, the Plan shall honor a valid power of attorney to the extent provided therein. Provided, however, an attorney-in-fact may not create or change a Beneficiary designation unless the authority to do so is explicitly granted under the power of attorney.
- 17.11 EPCRS. The correction of any error that satisfies the requirements of the Employee Plans Correction Resolution System (issued under Revenue Procedure 2016-51 or any subsequent guidance) shall be deemed to be explicitly provided for under the terms of the Plan.
- 17.12 Tax Deductibility and Return of Contributions. Each contribution by a Participating Company is made on the express condition that the contribution is deductible under Code Section 404, provided that no Participating Company's Contribution amount shall be deductible if it shall cause the Plan to exceed the applicable maximum allocation limitations under Code Section 415, as described in Section 7.4. For purposes of this Section, a Contribution may be deemed made by such a Participating Company for a taxable year if it is paid to the Trustee on or before than the deadline to treat such contributions as allocations for the prior Plan Year under applicable Treasury Regulations. Notwithstanding anything contained herein to the contrary, in the event that a deduction is disallowed for all or part of such a Participating Company contribution, or in the event that all or any part of any Participating Company contribution is made as a result of a mistake of fact, then the Trustee shall, upon written request made by the Participating Company within 1 year of such disallowance or payment made as a result of a mistake of fact, return the contribution (to the extent the deduction was disallowed) or mistaken contribution to the Participating Company.
- 17.13 Trust and Trust Agreement. All assets of the Plan shall be held in the Trust in accordance with the terms of the Trust Agreement for the benefit of Participants and their Beneficiaries, and no part of the corpus or income will be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries under the Plan and for the payment of proper Plan expenses, except to the extent permitted by law. No Participant, Beneficiary or Alternate Payee under the Plan, nor any other person, will have any interest in or right to any part of the earnings of the Trust, or any rights in, to, or under the Trust or any part of the assets thereof, except as and to the extent expressly provided in the Plan and Trust Agreement or under applicable law.
- 17.14 Facility of Payment. In case of the legal disability, including minority, of a Participant, Beneficiary or Alternate Payee entitled to receive any distribution under the Plan, payment shall be made, if the Administrative Committee shall be advised of the existence of such condition:
- (a) To the duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee, or

- (b) To a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, Beneficiary or Alternate Payee, provided, however, such person or institution has satisfied the Administrative Committee that the payment will be used for the best interest and assist in the care of such Participant, Beneficiary or Alternate Payee, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee.

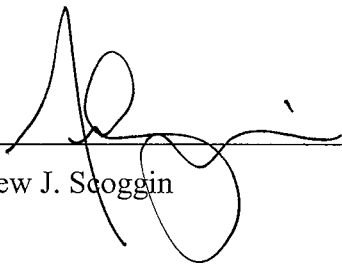
Any payment made in accordance with the foregoing provisions of this Section 17.14 shall constitute a complete discharge of any liability or obligation of the Company, each Participating Company, the Plan Administrator, Administrative Committee, the Trustee and the Trust Fund therefor.

- 17.15 Unallocated Accounts. Notwithstanding any provision of the Plan to the contrary, in the event that there are unallocated amounts properly held in a suspense account at any time during the Plan Year, such unallocated amounts shall be used or allocated as described below provided that no amount shall be required to be applied for any purpose prior to the close of the Plan Year following such amount's contribution or allocation to such account:
  - (a) An amount that is a Forfeiture shall be allocated in accordance with Section 6.5.
  - (b) An amount that is attributable to an uncashed check shall be handled in accordance with the uncashed check policy.
  - (c) Any other amount shall be used to pay reasonable administrative expenses of the Plan or shall be allocated to Participants on a per capita basis as determined by the Plan Administrator in its sole discretion.
- 17.16 Heirs, Assigns and Personal Representatives. The Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant, Beneficiary and Alternate Payee, present and future.
- 17.17 Title to Assets. No Participant, Beneficiary or Alternate Payee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Participant out of the assets of the Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction.
- 17.18 Separability. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included.
- 17.19 Rules of Interpretation. If the Plan's language is in the present tense, that language includes the future tense. References in the Plan to the masculine gender include the feminine. Whenever the context of the Plan dictates, the plural shall be read as singular and the singular as the plural.

17.20 Compliance With Code Section 401(a)(4). The Plan is subject to Code Section 401(a)(4) and is intended to comply with Code Section 401(a)(4) and the applicable Treasury Regulations in all respects, including, without limitation, Forms of Payment and other benefits, rights, and features.

### **CERTIFICATION**

I, Andrew J. Scoggin, Chairman of the Albertsons Companies Retirement Benefit Plans Committee (“Chairman”) certify that by action of said Committee on December 19, 2017 that the 2018 Restatement of the Albertsons Companies 401(k) Plan is hereby approved and adopted effective January 1, 2018.



Andrew J. Scoggin



## APPENDIX A

### PARTICIPATING COMPANIES

Albertsons Companies, LLC

Albertson's LLC

AB Management Services Corporation

New Albertsons, L.P.

Acme Markets, Inc.

American Drug Stores, LLC

Clifford W. Perham, Inc.

Jewel Food Stores, Inc.

Shaw's Supermarkets, Inc.

U.S. Satellite Corporation

Safeway Inc.

Safeway Inc. dba Haggen

Randall's Food Markets, Inc.

Groceryworks.com Operating Co. LLC

The Vons Companies, Inc.

Safeway Health LLC

NAI Saturn Eastern LLC

United Supermarkets, LLC

Llano Logistics, Inc.

Tom Thumb Stores

American Partners LP

Star Markets Company, Inc.

Giant of Salisbury, Inc.

Medcart Specialty LLC

Any other Affiliate that has adopted the Plan in accordance with procedures established by the Plan Administrator

## APPENDIX B

### ANNUITY PROVISIONS

This Appendix B applies to Participants with an Annuity Eligible Balance. Capitalized terms have the meaning set forth in the Plan unless defined herein.

#### B.1 Automatic Form of Payment.

For any Participant who has a Vested Annuity Eligible Balance, the following automatic Forms of Payment rules shall apply to such Annuity Eligible Balance only:

- (a) Participant Without a Spouse. If the Participant does not have a Spouse on his Benefit Commencement Date, his Form of Payment shall be a Single Life Annuity.
- (b) Participant With a Spouse. If the Participant has a Spouse on his Benefit Commencement Date, his Form of Payment shall be a Joint and Survivor Annuity with a continuation percentage of 50%.

#### B.2 Election of Optional Forms of Payment.

In addition to the Forms of Payment described in Section 11.2, a Participant may elect his Vested Annuity Eligible Balance to be paid in one of the additional Forms of Payment described below during the Election Period with Spousal Waiver if married:

- (a) Single Life Annuity. Under this Form of Payment, the Participant's Vested Account is used to purchase a single premium non-transferable life annuity contract for the Participant, which is payable monthly for the Participant's life and ceases on his death.
- (b) Joint and Survivor Annuity. Under this Form of Payment, the Participant's Vested Account is used to purchase a single premium non-transferable joint and survivor annuity contract for the Participant and the Participant's Surviving Spouse. The annuity is paid monthly during their joint lives and continues to the survivor for life. The Participant may elect a continuation percentage to the survivor of no less than 50% and not more than 100%.
- (c) 5-, 10- or 15-Year Term Certain Annuity. Under this Form of Payment, the Participant's Vested Account is used to purchase a single premium non-transferable annuity contract for the Participant and the Participant's Surviving Spouse. This annuity distributes the Participant's Account balance to him over a period of 5, 10 or 15 years. At the end of this time, all payments will stop. If the Participant dies before the end of the period he selected, the payments will continue to his Surviving Spouse for the remainder of the period.

B.3 Pre-Commencement Death Benefit Payable to Spouse.

- (a) General. In the case of a Participant with an Annuity Eligible Balance who dies prior to commencement, a Qualified Preretirement Survivor Annuity for the Participant's Surviving Spouse shall be purchased with 100% of the Participant's Account.
- (b) Waiver of Qualified Preretirement Survivor Annuity. If a Participant who has an Annuity Eligible Balance, and who was more than 35 years old elected to waive the Qualified Preretirement Survivor Annuity during the QPSA Election Period and obtained Spousal Waiver, or if the Participant's Surviving Spouse, after his death, elects to waive the Qualified Preretirement Survivor Annuity to which such Surviving Spouse is otherwise entitled, then 100% of the Participant's Account shall be paid to the Surviving Spouse in one of the Forms of Payment (excluding an annuity), as elected by the Surviving Spouse. Any election under this paragraph (b) may be revoked or made again at any time during the applicable QPSA Election Period.
- (c) Cash-Out Payment of Survivor Benefits. If the Participants entire Vested Account is \$5,000 or less, this Appendix B does not apply to the Annuity Eligible Balance. If the Participant's Surviving Spouse does not elect to commence payment in one of the Forms of Payment, the Vested Account will be distributed or rolled over in accordance with Section 11.4.
- (d) Survivor Benefit Notice. The Plan shall furnish each Participant with an Annuity Eligible Balance (other than a Participant who has separated from service and who has no Vested Account) with a written notice which explains the terms and conditions related to the Qualified Preretirement Survivor Annuity benefit provided hereunder.
  - (i) The Plan shall furnish such survivor benefit notice within whichever of the following periods ends last:
    - (A) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year in which the Participant attains age 35;
    - (B) a reasonable period after becoming a Participant;
    - (C) a reasonable period after the survivor benefit applicable to a Participant is no longer subsidized as defined in Code Section 417(a)(4);
    - (D) a reasonable period after the survivor benefit provisions of Code Section 401(a)(11) become applicable with respect to a Participant;or

- (E) a reasonable period after separation of service in the case of a Participant who incurs a severance prior to attaining age 35.
- (ii) Notwithstanding paragraph (i),
  - (A) in the case of Participant who separates from service prior to attaining age 32, such applicable period shall be within 1 year after the date of separation; or
  - (B) in the case of an Employee who becomes a Participant after attaining age 32, such applicable period shall be no later than the end of the 3-year period beginning with the first day of the Plan Year in which the Employee becomes a Participant.
- (iii) The provisions of subsection (d) shall be interpreted and carried out in a manner that is consistent with the regulations issued under Code Section 417(a)(3)(B).

## APPENDIX C

### EACH OF THE FOLLOWING PLANS WAS MERGED WITH THE PLAN, EFFECTIVE ON OR ABOUT THE DATES INDICATED

PLAN	MERGER DATE
Carr Gottstein Foods Co. Retirement Savings and Investment Plan	January 1, 2000
Oaken Keg Spirit Shops Retirement Savings & Investment Plan	January 1, 2000
Dominick's Finer Foods, Inc. 401(k) Retirement Plan for Non-Union Employees	November 1, 2001
Randalls Food Markets, Inc. ESOP/401(k) Savings Plan	November 1, 2002
Genuardi's Family Markets, L.P. Retirement Savings Plan	January 1, 2003
Groceryworks.com, Inc. 401(k) and Profit Sharing Plan	January 1, 2011
Safeway 401(k) Savings Plan	June 24, 2011
Safeway Inc. dba Haggen Profit Sharing and Savings Plan.	June 1, 2017
Albertson's LLC 401(k) Plan	January 1, 2018
New Albertson's, Inc. 401(k) Plan	January 1, 2018
United Supermarkets, LLC 401(k) Retirement and Savings Plan	January 1, 2018
Llano Logistics, Inc. 401(k) Retirement Savings Plan	January 1, 2018

The merger of each of the plans with the Plan was effected in accordance with the following provisions:

C.1 Transfer of Account Balances.

The outstanding account balances under the plans were transferred to the Plan through a direct transfer from each trust of the plans to the Trust for the Plan, effected on the applicable Merger Date.

C.2 Amount of Account Balance.

The account balance credited to each individual under the plans immediately prior to the applicable Merger Date with the Plan was credited to the Account maintained for such individual under the Plan immediately after the applicable Merger Date. Accordingly, the Account maintained under the Plan for each individual who was a participant in a

merged plan on its respective Merger Date was, immediately after the applicable Merger Date, credited with a dollar amount equal to that individual's plan account balance immediately prior to the applicable Merger Date.

C.3 Investment of Account Balance.

The account balance transferred from each of the plans to the Plan was initially invested in accordance with a pre-determined mapping strategy.

C.4 Service Credit.

Each Participant in the plans who was an employee of his or her respective employer as of the date such entity was acquired by the Company, was, for eligibility and, if applicable, vesting purposes under the Plan, credited with all service credited to such Participant for eligibility and, if applicable, vesting purposes under his or her respective plan.

C.5 Protected Benefits.

The terms and provisions of the Plan govern the rights, benefits and entitlements of all Participants and any other individuals who have an interest in any outstanding Account balance under the surviving Plan. The terms and provisions of the plans were, as of each such plan's respective Merger Date, extinguished and ceased to have any force or effect. However, any benefits accrued under the plans prior to each such plan's respective Merger Date shall, to the extent those benefits are protected benefits under Code Section 411(d)(6) that cannot be eliminated, be preserved under the Plan and shall not in any way be affected, reduced or eliminated as a result of the merger of the plans with the Plan (except as permitted under Treasury Regulations Section 1.411(d)-4); provided, however, that such protected benefits shall be limited solely to the transferred Merged Plan's account balances, as applicable, determined as of the applicable Merger Date (including subsequent earnings on such account balances). Such protected benefits, if any, are set forth in the main document unless otherwise provided herein.

## APPENDIX D

### EXCEPTIONS FOR CERTAIN COLLECTIVELY BARGAINED GROUPS

The following provisions are pursuant to the applicable collective bargaining agreements and only apply to the Eligible Employees described below. Except as provided below, the Eligible Employees described below are subject to all of the terms of the Plan. If there is any conflict between the Plan and this Appendix D, this Appendix D shall control.

D-1 Collington Employees represented by Warehouse Union Local No. 730, and classified as a Selector Helper, Office Assistant or Inventory Control Clerk.

- (a) Eligibility for Matching Contributions is the first day of the first month following the end of the 60-day probationary period (or such other probationary period under the applicable collective bargaining agreement).
- (b) The Matching Contributions shall be paid on a pay period basis and shall be an amount equal to 50% of such Active Participant's Pre-Tax Contributions and Roth Contributions for the pay period provided that the total amount shall not exceed 6% of such Active Participant's Compensation paid by the Participating Company for the pay period.
- (c) There is no last of the Plan year allocation requirement.
- (d) Such Matching Contributions shall be allocated to the Collington Matching Account.
- (e) Except as provided in Section 9.2, Participants shall vest in their Collington Matching Account in accordance with the following vesting schedule, based on the total of the Participant's Years of Service:

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage of Participant's Matching Accounts</u>
Less than 1 Year	0%
1 Year, but less than 2	0%
2 Years, but less than 3	20%
3 Years, but less than 4	40%
4 Years, but less than 5	60%
5 Years or more	100%

D-2 Haggen Employees represented by Bakery, Confectionary & Tobacco Workers Union No. 9.

- (a) The Matching Contributions shall be paid on a pay period basis and shall be an amount equal to 100% of such Active Participant's Pre-Tax Contributions and Roth Contributions for the pay period, provided that the total amount shall not

exceed 2% of such Active Participant's Compensation paid by the Participating Company for such pay period.

- (b) There is no last day of the Plan Year allocation requirement.
- (c) Such Matching Contributions shall be allocated to the Haggen Union Match Account.
- (d) Participants shall be all times be fully Vested in their Haggen Union Match Account.

D-3 Haggen Employees represented by International Brotherhood of Teamsters Local No. 38, the Matching Contributions for the Plan Year.

- (a) The Matching Contributions shall be paid on a pay period basis and shall be an amount equal to 50% of such Active Participant's Pre-Tax Contributions and Roth Contributions for the pay period , provided that the total amount for the pay period shall not exceed 5% of such Active Participant's Compensation paid by the Participating Company for such pay period.
- (b) There is no last day of the Plan Year allocation requirement.
- (c) Such Matching Contributions shall be allocated to the Haggen Union Match Account.
- (d) Participants shall be all times be fully Vested in their Haggen Union Match Account.

D-4 Shaw's Employees represented by United Food and Commercial Workers Local 791, Wells Distribution Center or Methuen Distribution Center.

- (a) The Matching Contributions shall an amount equal to 25% of such Active Participant's Pre-Tax Contributions and Roth Contributions for the Plan Year provided that the total amount for the Plan Year shall not exceed 4% of such Active Participant's Compensation paid by the Participating Company for such Plan Year.
- (b) Such Matching Contributions shall be allocated to the Matching Account and subject to the provisions applicable to such Account unless otherwise provided herein.

D-5 Jewel part-time Employees represented by United Food and Commercial Workers Local 431, Quad City Meat or United Food and Commercial Workers Local 536, Springfield/Bloomington.

- (a) The Matching Contributions shall be the amount determined under Section 4.2 for the Plan Year provided that it shall not be less than \$240 for the Plan Year.



- (b) In addition to the last day of the Plan Year allocation requirement of Section 4.2(c), the Participant must work a minimum of 870 Hours of Service during the Plan Year in order to receive the Matching Contributions for such Plan Year.
- (c) Such Matching Contributions shall be allocated to the Matching Account and subject to the provisions applicable to such Account unless otherwise provided herein.

D-6 Union Offset.

Notwithstanding anything in the Plan to the contrary, if an Active Participant employed by Participating Company is entitled to a "Union Benefit" for the Plan Year, the amount of the Matching Contributions for the Plan Year under Section 4.2 and this Appendix D shall be reduced (but not below zero) by the Participant's Union Benefit unless otherwise provided in the applicable collective bargaining agreement. For the purpose of this Section, "Union Benefit" shall mean (i) an obligation by Participating Company pursuant to a collective bargaining agreement, to make a contribution on behalf of an Employee to another tax-qualified retirement plan during the Plan Year, and/or (ii) a deemed obligation by Participating Company to make such a contribution, pursuant to an agreement between Participating Company and the respective collective bargaining unit which specifies the amount of such deemed obligation, although no such contribution was actually made because Participating Company was not currently required to contribute to another tax-qualified retirement plan due to the overfunded status of such plan, even though such Participant continued to accrue additional benefits under such plan.

**APPENDIX E**

**ACCOUNT MAPPING**

The following section is to memorialize the account mapping of the Merged-In Plans as of January 1, 2018.

<u>Prior Plan</u>	<u>Account prior 1/1/2018</u>	<u>Vesting Schedule prior 1/1/2018</u>	<u>Account as of 1/1/2018</u>	<u>Vesting Schedule as of 1/1/2018</u>	<u>Article</u>
Safeway Plan	Pre-tax	100%	Pre-tax Account	100%	2.79
Albertson's Plan	Pre-tax				
NAI Plan	Pre-tax				
United Plan	Pre-tax				
Llano Plan	Pre-tax				
Safeway Plan	Haggen Pre-tax				
Safeway Plan	Dominicks' Union Pre-tax Account	100%	Prior After-Tax Account	100%	2.81
Safeway Plan	Prior After-Tax Account				
Albertson's Plan	After-Tax				
NAI Plan	After-Tax				
Safeway Plan	Dominicks Union After-Tax				
United Plan	Loan in Default Payback After-Tax	100%	Roth Account	100%	2.97
Safeway Plan	Haggen Roth				
United Plan	Roth Basic				
Llano Plan	Roth Basic	100%	Rollover Account	100%	2.95
Safeway Plan	Rollover				
Albertson's Plan	Rollover				
NAI Plan	Rollover				
United Plan	Rollover				
Llano Plan	Rollover	100%	Roth Rollover Account	100%	2.101
Llano Plan	Roth Rollover				
United Plan	Roth Rollover	100%	After-Tax Rollover Account	100%	2.9
Safeway Plan	After-Tax Rollover				
Safeway Plan	QNEC	100%	Qualified Non- Elective Contribution Account	100%	2.90
Albertson's Plan	QNEC				
NAI Plan	QNEC				
United Plan	QNEC				
Llano Plan	QNEC				

<u>Prior Plan</u>	<u>Account prior 1/1/2018</u>	<u>Vesting Schedule prior 1/1/2018</u>	<u>Account as of 1/1/2018</u>	<u>Vesting Schedule as of 1/1/2018</u>	<u>Article</u>
Safeway Plan	Prior Employer Account	100%	Prior Employer Account I	100%	2.83
Albertson's Plan	Prior Company Match	100%			
Albertson's Plan	Prior Star Match	100%			
Albertson's Plan	Profit Sharing Post 2006	0-2=0% 2-3=20% 3-4=40% 4-5=80% 6+=100%			
Albertson's Plan	Profit Sharing Post 2007	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			
NAI Plan	Prior Company Match	100%			
NAI Plan	Prior Star Match	100%			
NAI Plan	Prior Profit Sharing 100%	100%			
NAI Plan	Profit Sharing Post 2006	0-2=0% 2-3=20% 3-4=40% 4-5=80% 6+=100%			
NAI Plan	LLC Profit Sharing	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			
Llano Plan	Employer match Prior 5/1/14	100%			
Safeway Plan	SDC Driver Employer Match	100%			
Safeway Plan	Haggen Match	100%			
Safeway Plan	Special Non-Elective Contribution	100%	Special Non-Elective Contribution Account	100%	2.102
NAI Plan	Special Non-Elective Contribution				

<u>Prior Plan</u>	<u>Account prior 1/1/2018</u>	<u>Vesting Schedule prior 1/1/2018</u>	<u>Account as of 1/1/2018</u>	<u>Vesting Schedule as of 1/1/2018</u>	<u>Article</u>
Safeway Plan	ESOP Dividend	100%	Prior ESOP Account	100%	2.86
Safeway Plan	Prior ESOP Account				
Albertson's Plan	ASRE ESOP Transfer	100%	Prior ASRE ESOP Transfer Account	100%	2.82
NAI Plan	ASRE ESOP Transfer				
Safeway Plan	Dominicks Employer Account	100%	Prior Employer QJSA Account II	100%	2.84
Albertson's Plan	Prior Plan Transfer (QJSA)				
NAI Plan	Prior Plan Transfer (QJSA)				
Safeway Plan	Prior JerseyMaid Employer Account	100%	Prior Employer QJSA Account III	100%	2.85
Albertson's Plan	Prior Profit Sharing 100%	100%			
Albertson's Plan	Prior Profit Sharing QJSA	100%			
Albertson's Plan	ASRE Company Match on Pay QJSA	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			
Albertson's Plan	ASRE ASC Prior Profit Sharing	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			
NAI Plan	Prior Profit Sharing QJSA	100%			
NAI Plan	ASRE ASC Company Contribution On pay	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			
NAI Plan	ASRE Company Match on Pay QJSA	0-3=0% 3-4=20% 4-5=40% 5-6=80% 7+=100%			

<u>Prior Plan</u>	<u>Account prior 1/1/2018</u>	<u>Vesting Schedule prior 1/1/2018</u>	<u>Account as of 1/1/2018</u>	<u>Vesting Schedule as of 1/1/2018</u>	<u>Article</u>
Safeway Plan	Employer Match	0 to < 2=0% 2 to < 3=50% 3 =100%	Matching Account	0 to < 2=0% 2 to < 3=50% 3 =100%	2.62
Albertson's Plan	Company Match	0 to < 2=0% 2 to < 3=50% 3 =100%			
Albertson's Plan	Company Match Post 2008	0 to < 2=0% 2 to < 3=50% 3 =100%			
NAI Plan	Company Match	0 to < 2=0% 2 to < 3=50% 3 =100%			
NAI Plan	Company match post 2008	0 to < 2=0% 2 to < 3=50% 3 =100%			
United Plan	Employer Match Hired After 8/15/11	0-3=0% 3+=100%			
Llano Plan	Employer Match Post 4/30/14	0-3=0% 3+=100%			
United Plan	Employer Profit Sharing Hired After 8/15/11	0-3=0% 3+=100%			
Llano Plan	Employer Profit Sharing Contribution	0-3=0% 3+=100%			
United Plan	Employer Match Hired Prior 8/15/11	0-1=0% 1-2=25% 3-4=75% 4+=100%	Prior United Employer Account	0-1=0% 1-2=25% 3-4=75% 4+=100%	2.87
United Plan	Employer Profit Sharing Hired Prior 8/15/11	0-1=0% 1-2=25% 3-4=75% 4+=100%			
Safeway Plan	Collington Match	0-2=0% 2-3=20% 3-4=40% 4-5=60% 5+=100%	Collington Matching Account	0-2=0% 2-3=20% 3-4=40% 4-5=60% 5+=100%	2.22
Safeway Plan	Haggen Profit Sharing	0-2=0% 2-3=20% 3-4=40% 4-5=80% 6+=100%	Haggen Profit Sharing Account	0-2=0% 2-3=20% 3-4=40% 4-5=80% 6+=100%	2.50