

Albertsons Companies 401(k) Plan

Effective January 1, 2018

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Albertsons Companies, Inc., or its successor, (the “Plan Sponsor”) established and maintains the Albertsons Companies 401(k) Plan (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 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.

Effective on January 1, 2018 (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 Safeway 401(k) Plan. At such time, the Plan Sponsor changed to Albertsons Companies LLC and the Plan name changed to the Albertsons Companies 401(k) Plan. The Plan was amended and restated effective as of the Merger Date. Your accounts under the Merged-In Plans were mapped into new accounts under the Plan. The Plan Sponsor subsequently changed to Albertsons Companies, Inc.

The Plan allows eligible employees to contribute a portion of their pay to the Plan, to receive discretionary matching contributions, which the Plan Sponsor may decide to contribute to their accounts at its discretion, and to invest the contributions in their accounts among the various investment fund options offered by the Plan. The Plan is the Plan Sponsor’s way of helping you take part in its success and build your own financial security.

Vanguard Group, Inc. (“Vanguard”) is the Plan’s third party administrator. See Vanguard’s contact information under the section of this SPD titled “*Vanguard Services and Contact Information.*”

This Summary Plan Description (“SPD”) describes the major features of the Plan. It is not intended to cover every detail of the Plan. The official terms of the Plan are contained in a document titled “Albertsons Companies 401(k) Plan,” as amended from time to time. The Plan Sponsor will only use that document to administer the Plan and resolve any disputes about how the Plan operates.

If you are represented by a labor union, different features may apply to you. If so, such features are described in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. In the event of any conflict between this SPD and the terms of the Matching Contributions Supplement

for Labor Union Employees Appendix to this SPD, such Appendix shall control.

Neither the receipt of this SPD nor the use of the term “you” indicates that you are eligible for a benefit under the Plan. Only those employees who satisfy the eligibility requirements and other criteria contained in the Plan are eligible for a benefit.

Neither the receipt of this SPD nor the terms of the Plan create a right for you to be retained in employment.

A copy of the official Plan document is available upon request or for inspection during regular business hours at the business office of Albertsons Companies, Inc. at 250 Parkcenter Blvd., Boise, Idaho 83726.

Participation

New Hires: Generally, if you are employed by a Participating Company in the Plan, you will become a participant in the Plan upon your hire date, provided that you are at least age 21 and are paid on the U.S. payroll of the Participating Company.

You are not eligible to participate in the Plan if:

- You participate in any other defined contribution plan offered by a Participating Company or any related affiliate of a Participating Company;
- Your services are governed by a collective bargaining agreement that does not provide that you are eligible to participate in the Plan;
- You are a non-resident alien without U. S. sourced earned income;
- You are a leased employee;
- You are not on the payroll of a Participating Company (regardless of whether you, at any time and for any reason, are deemed to be an employee); or
- You are an independent contractor or consultant (even if a court, the Internal Revenue Service (the “IRS”), or another entity or body determines that you are an employee).

Rehires: If you terminate employment after you have become a participant in the Plan, you will become a participant again immediately upon rehire by a Participating Company.

Employees Represented by Labor Unions: If you are represented by a labor union, you are not eligible to participate in the Plan unless the collective bargaining agreement covering your group specifically provides for Plan participation. Depending on your labor union, you may be eligible to make pre-tax contributions but not eligible for employer matching

contributions. See your applicable collective bargaining agreement for information on whether your collective bargaining unit participates in the Plan, and if so, on what basis.

Participating Companies

Effective as of the Merger Date, the Participating Companies in the Plan are as follows:

AB Management Services Corporation	Groceryworks.com Operating Co. LLC	Safeway Inc.
Acme Markets, Inc.	Jewel Food Stores, Inc.	Safeway Inc. dba Haggen
Albertson's LLC	Llano Logistics, Inc.	Shaw's Supermarkets, Inc.
Albertsons Companies, Inc.	Medcart Specialty LLC	Star Markets Company, Inc.
American Drug Stores, LLC	NAI Saturn Eastern LLC	The Vons Companies, Inc.
American Partners LP	New Albertson's, Inc.	Tom Thumb Stores
Clifford W. Perham, Inc.	Randall's Food Markets, Inc.	United Supermarkets, LLC
Giant of Salisbury, Inc.	Safeway Health LLC	U.S. Satellite Corporation

This list may change from time to time. Any other related affiliate of a Participating Company may adopt the Plan in accordance with procedures established by the Plan Administrator.

Contributions

Participants may make different types of contributions in the Plan:

- Pre-tax contributions,
- Roth after-tax contributions,
- catch-up contributions,
- Roth catch-up contributions and
- rollover contributions.

Depending on whether certain eligibility requirements are satisfied (see "*Company Contributions*" section in this SPD), participants may receive discretionary employer matching contributions. Discretionary employer matching contributions for employees who are represented by a labor union will depend

on the terms of their collective bargaining agreements, as described in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. For more information, please review the Appendix to this SPD and see your applicable collective bargaining agreement.

Pre-Tax Contributions

As a participant, you can elect to have a percentage of your compensation contributed to the Plan on a pre-tax basis. Pre-tax means that the compensation you choose to contribute to the Plan will not be subject to federal income taxes. These contributions will, however, be subject to social security taxes, so contributing to the Plan will not reduce your social security benefits. Whether these contributions will be subject to state income taxes will depend on your state law. Pre-tax contributions, and any earnings, are taxed when distributed.

Pre-tax contributions can be any whole percentage of your Plan eligible compensation from 1% to 50%; not to exceed the IRS annual limit, which is adjusted for inflation from time to time by the IRS (\$18,500 for 2018). Note, that the IRS annual limit is reduced by any Roth after-tax contributions you make to the Plan for the same calendar year, as described below. This limit is also reduced by the amount of any similar contributions you make to another employer's tax-qualified retirement plan for the same calendar year.

Participants may change the contribution percentage or terminate contributions at any time by making a new election. Participants can also schedule regular increases in their pre-tax contribution percentage rates with the Plan's auto increase feature. The auto increase feature permits you to increase your pre-tax contribution rate by 1%, 2% or 3% on a regular basis, up to Plan and IRS limits. You can elect the month you would like your annual increases to go into effect. You can always change your scheduled increases or their frequency at any time, or discontinue your automatic increases.

Your pre-tax contributions, including your scheduled pre-tax contributions increases, are credited to your Pre-Tax Account. Your pre-tax contributions cannot be forfeited for any reason, however, if you are determined to be a "highly compensated employee," there are special IRS rules that must be satisfied and may require that some of your contributions be stopped, suspended or returned to you.

Roth After-Tax Contributions

In addition to pre-tax contributions, participants can also elect to make Roth contributions on an after-tax basis. Because you make these contributions after you have paid taxes on them, they are not taxed when they are distributed from the Plan. In addition, the earnings on any Roth after-tax contributions you

make will not be taxed when distributed, provided that it is a qualified distribution. See the definition of qualified distribution under the section of this SPD titled “*Taxes*.”

Roth after-tax contributions can be any whole percentage of your Plan eligible compensation from 1% to 50% less your percentage of pre-tax contributions, not to exceed the IRS annual limit, which is adjusted for inflation from time to time by the IRS (\$18,500 for 2018). Note, that the IRS annual limit is reduced by any pre-tax contributions you make to the Plan for the same calendar year, as described above. This limit is also reduced by the amount of any similar contributions you make to another employer’s tax-qualified retirement plan for the same calendar year.

Participants may change the contribution percentage or terminate contributions at any time by making a new election.

Your Roth after-tax contributions are credited to your Roth Account. Your Roth after-tax contributions cannot be forfeited for any reason, however, if you are determined to be a “highly compensated employee,” there are special IRS rules that must be satisfied and may require that some of your contributions be stopped, suspended or returned to you.

Catch-Up Contributions

If you will be age 50 or older during the year, you may elect to contribute an additional percentage of your compensation on a pre-tax or Roth after-tax basis. These contributions known as “catch-up” contributions help older participants save more for retirement. If you are eligible to make “catch-up” contributions, you may contribute from 1% to 50% of your Plan eligible compensation. However, if you are making pre-tax, Roth after-tax and/or catch-up contributions at the same time, your combined contribution rate cannot exceed 50% of your Plan eligible compensation. Your catch-up contributions are credited to your Pre-Tax Account or Roth Account, as applicable.

Catch-up contributions are subject to an IRS annual limit, which is adjusted for inflation from time to time by the IRS. (For 2018, the limit on catch-up contributions is \$6,000.)

Catch-up contributions are not eligible for discretionary employer matching contributions.

Rollover Contributions

If you receive an eligible rollover distribution from another tax-qualified retirement plan you may, under certain conditions, contribute (that is, “roll over”) that distribution (or a portion of that distribution) to this Plan. You may roll in pre-tax amounts, Roth after-tax amounts or traditional after-tax amounts into the Plan subject to the Plan Administrator’s approval. Contact Vanguard for more information. See Vanguard’s contact

information under the section of this SPD titled “*Vanguard Services and Contact Information*.” Your rollover contributions are credited to your Rollover Account, Roth Rollover Account or After-Tax Rollover Account, as applicable.

Discretionary Employer Matching Contributions

Eligibility: The Plan Sponsor may make discretionary employer matching contributions to the Plan for eligible participants. You are a match eligible participant only if:

- You have completed 1-year period of service (measured from your hire date and anniversaries of that date) during which you were paid for at least 1,000 hours of service as an employee of a Participating Company or any related affiliate of a Participating Company,
- You are an active participant under the Plan who is making pre-tax and/or Roth after-tax contributions to the Plan for the Plan Year; and
- You are employed by a Participating Company or any related affiliate of a Participating Company on the last day of the Plan Year or, you terminated employment during the Plan Year after reaching age 57 or, as a result of death or Disability.

Example of a Match Eligible Participant: Participant A’s hire date is October 7, 2017. If Participant A works 1,000 hours or more during the period from October 7, 2017 to October 6, 2018, and he is still employed with a Participating Company on December 31, 2018, he will be an eligible participant for purposes of receiving any discretionary employer matching contributions for the relevant portion of the 2018 Plan Year based on his pre-tax and/or Roth after-tax contributions and Plan eligible compensation starting on October 6, 2018.

Example of an Ineligible Match Participant: Participant B’s hire date is October 7, 2017. If Participant B works 800 hours during the period from October 7, 2017 to October 6, 2018, she will not be eligible for the discretionary employer matching contributions on October 6, 2018.

Note, if Participant B were to complete 1,000 hours or more between January 1, 2018 to December 31, 2018, and she remains employed with a Participating Company on December 31, 2019, she will be an eligible participant for purposes of receiving any discretionary employer matching contributions for the 2019 Plan Year based on her pre-tax and/or Roth after-tax contributions and Plan eligible compensation starting on January 1, 2019.

Eligibility for Certain Labor Union Employees:

Notwithstanding the foregoing, if you are represented by a labor union that has different eligibility criteria for the discretionary

matching contributions, it will be addressed in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. For more information, please review the Appendix to this SPD and see your applicable collective bargaining agreement.

Matching Contributions Amount: If the Plan Sponsor make discretionary employer matching contributions for a Plan Year, match eligible participants will generally receive a percentage, determined annually, of each dollar each participant contributes to the Plan after becoming eligible to receive the discretionary employer matching contributions, not to exceed 7% of his or her Plan eligible compensation for the Plan Year. Matching contributions are credited to your Match Account. Catch-up contributions will not be matched.

Please Note: The Participating Companies are not required, in any Plan Year, to make matching contributions. The amount of, and ability to make, matching contributions is purely discretionary.

Example #1 of Matching Contributions Amount: Participant B's annual Plan eligible compensation is \$30,000 and she contributes 5% of her compensation or \$1,500. If the matching contribution rate for the Plan Year is 50%, then Participant B's matching contribution amount for the Plan Year will be \$750 (50% x \$1,500).

Example #2 of Matching Contributions Amount: Same annual Plan eligible compensation as the previous example, except Participant B contributes 8% of her Plan eligible compensation or \$2,400 (\$30,000 x 8%). If the matching contribution rate for the Plan Year is 50%, then Participant B's matching contribution amount for the Plan Year will be \$1,050 (\$30,000 x 7% = \$2,100 x 50% = \$1,050). Participant B will not receive a matching contribution on the additional 1% of Plan eligible compensation she contributed for the Plan Year, because the maximum matching rate for discretionary employer matching contributions under the Plan may not exceed 7% of Plan eligible compensation contributed by a participant for the applicable Plan Year.

Safeway Pension Plan Participants: Notwithstanding the foregoing, any participant who is eligible to participate in the Employee Retirement Plan of Safeway Inc. and Its Domestic Subsidiaries (the "Safeway Pension Plan") will not be eligible to receive any discretionary employer matching contributions under the Plan. Any participant who later becomes eligible for the Safeway Pension Plan shall cease being eligible to receive discretionary employer matching contributions under the Plan as soon as administratively feasible thereafter.

Special Offset for Certain Labor Union Employees: Notwithstanding the foregoing, if you are represented by a labor

union that requires a Participating Company to contribute to another tax qualified retirement plan on your behalf, the amount of your discretionary employer matching contributions for the Plan Year, if any, may be reduced (but not below zero) by the amount of such union benefit for the Plan Year, unless otherwise provided in your applicable collective bargaining agreement. Please contact your labor union representative or the Plan Administrator if you believe that you are subject to the special offset for labor union employees.

Additional Matching Contributions Overrides for Certain Labor Union Employees: Notwithstanding the foregoing, discretionary employer matching contributions for employees who are represented by a labor union may differ depending on the terms of their applicable collective bargaining agreements. If this is applicable to you, these terms are described in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. For more information, please review the Appendix to this SPD and see your applicable collective bargaining agreement.

Disabled Participants

Definition of Disabled: You will be considered disabled under the Plan if one of the following applies to you:

- A determination is made by the insurer under a long term disability program maintained by a Participating Company that you are eligible to receive long term disability benefits under such program.
- You incur a disability for which you are receiving a disability award under the Federal Social Security Act.
- You incur a disability for which you have received a writing from the Federal Social Security Administration stating that a disability award is unavailable to you solely because you have not been credited with enough quarters of coverage to qualify for an award under the Federal Social Security Act.
- You incur a disability for which you (or your beneficiary) have 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 you had you not died prior to a final determination under the Federal Social Security Act.

Definition of Compensation

For purposes of determining your contributions under the Plan, and employer contributions to the Plan on your behalf, your “Plan eligible compensation” generally means all wages, salary and other compensation (before income and social security withholding taxes) paid to you by a Participating Company while you are an eligible employee (or while you were a match eligible participant for purposes of discretionary employer matching contributions). This includes overtime, bonuses, commissions and similar compensation. Your Plan eligible compensation also includes any amounts that would have been paid to you if you were not making pre-tax contributions to this Plan, to any “cafeteria” plan under section 125 of the Internal Revenue Code of 1986, as amended (the “Code”), or to any qualified transportation reimbursement plan of a Participating Company under section 132(f)(4) of the Code. In addition, your Plan eligible compensation includes amounts earned while you are an eligible employee but, due to the timing of pay periods and pay days, are paid to you during the first few weeks after you cease to be an employee (e.g. cash-outs of vacation pay upon your termination of employment or receipt of a final paycheck after your termination of employment). However, your Plan eligible 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.

Legal Limits on Contributions

Federal law imposes several limits on Plan contributions:

- Pre-tax and Roth after-tax contributions you elect to make to the Plan are subject to an IRS annual limit, which is adjusted for inflation from time to time by the IRS. (For 2018, the limit is \$18,500.) This limit also includes the amount of any similar contributions you made to a tax-qualified retirement plan sponsored by another employer for the same calendar year.
- Catch-up contributions allow eligible participants to exceed the IRS annual limit described above by the IRS annual limit on catch-up contributions (which is \$6,000 for 2018).
- For each year, your Plan eligible compensation will be subject to an IRS annual limit, which is adjusted for inflation from time to time by the IRS. (For 2018, the limit on your Plan eligible compensation is \$275,000.)
- The total amount of contributions made by a Participating Company and you (but excluding any catch-up

contributions), which are credited to your Plan account and, if applicable, any other defined contribution plan sponsored by a Participating Company or any related affiliate of a Participating Company, are subject to an IRS annual limit, which is adjusted for inflation from time to time by the IRS. (In 2018, the total amount of these contributions cannot exceed 100% of your compensation or \$55,000, whichever is less.)

- The Plan must satisfy certain nondiscrimination tests, which may limit the amount of contributions made by and for certain highly compensated employees. These tests may require pre-tax and/or Roth after-tax contributions to be stopped or suspended before the IRS contribution limit has been met, or a return of contributions to such employees, and may also require that discretionary employer matching contributions be forfeited or returned to such employees. If you are affected by these tests, you will be notified by the Plan Administrator. Any contributions returned or forfeited will be adjusted for earnings and losses.

Enrollment

To make contributions after you become eligible to participate, you need to enroll by contacting Vanguard. See Vanguard’s contact information under the section of this SPD titled “*Vanguard’s Services and Contact Information*.” You will specify the percentage of pre-tax and/or Roth after-tax contributions and, if you are eligible, the percentage of pre-tax and/or Roth after-tax catch-up contributions that you want deducted from your paycheck. You will also specify the investment fund options in which you want those contributions invested. If you fail to specify the investment fund options you want your contributions invested in, your contributions will be invested in the Plan’s “qualified default investment alternative.” See the section titled of this SPD, “*Qualified Default Investment Alternative*” for more information. You will receive written confirmation of your enrollment in the Plan from Vanguard, which will be effective as of the next available payroll period.

If you transfer employment from one Participating Company to employment with another Participating Company, your deferral election with the first Participating Company will remain in effect (subject to any temporary suspension of pre-tax and/or Roth after-tax contributions for administrative purposes) and will apply to your Plan eligible compensation from the second Participating Company until the earlier of you ceasing to be an eligible employee or you revoking or modifying such deferral election.

Investment of Accounts

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and Title 20 of the Code of Federal Regulations section 2550.404c-1. This means that the trust fund has been divided into several investment fund options with particular financial goals. These investment fund options may change from time to time. You direct how your employee contributions and your employer contributions under the Plan are invested among those fund options. If you do not have an investment direction in effect, any contributions you make to the Plan, and any employer contributions a Participating Company may make to the Plan on your behalf, will be invested in the fund option that has been designated as the Plan’s “qualified default investment alternative.” See the section of this SPD titled “*Qualified Default Investment Alternative.*”

The value of your Plan account will depend on the amount contributed to your Plan account and the investment performance of the fund options you select. You and your beneficiary, not any fiduciary of the Plan, will be responsible for any investment gains or losses which directly result from your or your beneficiary’s investment selections. Administrative and investment expenses may be paid out of the trust fund (which includes participants’ Plan accounts).

As a participant or beneficiary, you will be given:

- (1) A general description of the investment objectives and the risk and return characteristics of each investment fund option including information relating to the type and diversification of assets comprising the fund.
- (2) Information identifying the investment manager of each investment fund option.
- (3) An explanation of how you or your beneficiary may give investment instructions and the limitations on the investment instructions that you or your beneficiary may give.
- (4) An explanation of any transaction fees and expenses which affect your Plan account balance in connection with purchases or sales of investments (e.g., commissions, sales loads, deferred sales charges).
- (5) The name, address and phone number of the Plan Administrator (and any person designated to act on behalf of the Plan Administrator) responsible for providing additional information which the Plan is required to furnish on request.

The following additional information about the Plan’s investment fund options will be provided to you or your beneficiary as required, or by request, to Vanguard:

- (1) A description of the annual operating expenses for each investment fund option (e.g., investment management fees, administrative fees, transaction costs), and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.
- (2) Copies of any prospectuses, financial statements, reports, and any other materials relating to the investment fund options provided under the Plan, if such information is provided to the Plan.
- (3) A list of the assets comprising each investment fund option, the value of each such asset (or the proportion of the investment fund option which it comprises), and, with respect to each fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer, the term of the contract and the rate of return on the contract.
- (4) Information concerning the current value of the investment fund options as well as past and current investment performance.
- (5) Information concerning the value of the shares or units of the investment fund options held in your Plan account.

Before you select an investment fund option, please refer to the most recent versions of the Fund Fact Sheet or prospectus for information about your investment fund choices.

This information is also available on Vanguard’s website at <https://retirementplans.vanguard.com/PubFundChart/albertsons/7169>. See Vanguard’s contact information under the section of this SPD titled “*Vanguard Services and Contact Information.*”

Making and Changing Investment Elections

You may invest in a combination of any of the investment fund options available to Plan participants. Investment elections for contributions and loan repayments must be made in 1% increments. You may make separate elections for your existing Plan account balance and for your future contributions to the Plan.

Example of Participant Investment Election: You can direct that your future Plan contributions be split 50-50 between Fund A and Fund B. At the same time, you can direct that your existing Plan account balance be invested entirely in Fund C.

You may make or change your investment elections by contacting Vanguard. See Vanguard’s contact information under

the section of this SPD titled “*Vanguard Services and Contact Information.*”

Frequency of Changes

Generally you may move money between investments or rebalance your portfolio daily on any open market day. You may also make investment fund changes for new money at any time. Those changes will be effective as of the next available payroll period. Although the Plan allows daily trades, most experts agree that frequent trading activity is not appropriate for retirement accounts. Exchange activity is routinely monitored in order to protect the interests of all Plan participants. If excessive trading activity should occur in any participant’s Plan account, the investment fund(s) may restrict future exchange purchases from the participant.

Participants, who exchange any amount out of a Vanguard mutual fund, or other applicable fund, must wait 30 calendar days before exchanging back into the fund. As of February 15, 2018, Vanguard eliminated the Frequent Trading Policy exemption that enables clients to submit by mail requests to purchase or exchange into a Vanguard fund within a 30-calendar-day period following a redemption.

The Plan reserves the right to suspend trading in the investment funds, if deemed necessary. The Plan reserves the right to change the rules regarding exchanges between investment funds including the right to suspend all such exchanges. You will be notified by the Plan Administrator if any such suspensions or changes occur.

Qualified Default Investment Alternative

A Qualified Default Investment Alternative (“QDIA”) is an investment fund with characteristics approved by the U.S. Department of Labor as default investments when Plan participants do not make investment elections. The Plan Administrator has selected the BlackRock LifePath® Index Funds as the Plan’s QDIA. There are currently 10 BlackRock LifePath® Index Funds under the Plan. Each fund is designed for investors expecting to retire (that is, attain age 65) around the year indicated in the fund’s name. The chart below shows which Fund your contributions will be invested in if you do not make any investment elections. More information regarding the BlackRock LifePath® Index Funds is available on <https://retirementplans.vanguard.com/PubFundChart/albertsons/7169>.

If Your Date of Birth is Between	Your Contributions Will Be Invested in this Fund	Retirement Date Range (Age 65)
1/1/1900 – 12/31/1952	BlackRock LifePath® Index Retirement Income Fund	2017 or earlier
1/1/1953 – 12/31/1957	BlackRock LifePath® Index 2020 Fund	2018 – 2022
1/1/1958 – 12/31/1962	BlackRock LifePath® Index 2025 Fund	2023 – 2027
1/1/1963 – 12/31/1967	BlackRock LifePath® Index 2030 Fund	2028 – 2032
1/1/1968 – 12/31/1972	BlackRock LifePath® Index 2035 Fund	2033 – 2037
1/1/1973 – 12/31/1977	BlackRock LifePath® Index 2040 Fund	2038 – 2042
1/1/1978 – 12/31/1982	BlackRock LifePath® Index 2045 Fund	2043 – 2047
1/1/1982 – 12/31/1987	BlackRock LifePath® Index 2050 Fund	2048 – 2052
1/1/1988 – 12/31/1992	BlackRock LifePath® Index 2055 Fund	2048 – 2057
1/1/1993 and later	BlackRock LifePath® Index 2060 Fund	2058 or later

For more information about the Plan’s QDIA option, please contact Vanguard. See Vanguard’s contact information under the section of this SPD titled “*Vanguard’s Services and Contact Information.*”

Valuation of Accounts

Assets in your Plan account are valued daily at the end of the trading day (on days when most U.S. financial markets are open) as described below. Transaction requests must be completed before 4 P.M., Eastern Time, Monday through Friday (excluding New York Stock Exchange holidays).

- When you apply for a loan, withdrawal or a distribution, your Plan account will be valued based on the date your loan, withdrawal or distribution is processed.
- When you exchange between investment fund options, the value will be based on the value of your Plan account at the end of the trading day on the date of your request, or at the end of the trading day on the next day U.S. financial markets are open following the date of your request, if your request is made after U.S. financial markets are closed.
- When your contributions are invested in a particular investment fund option, the value of your initial investment will be based on the fund option’s value on that date.

For information on the value of your Plan account, please contact Vanguard. See Vanguard’s contact information under the section of this SPD titled “*Vanguard Services and Contact Information.*”

Vesting

The Plan’s vesting rules determine whether you will have a nonforfeitable right to receive any portion of your Plan account (that is, whether you are vested) when your employment with the Participating Companies and all related affiliates of the Participating Companies ends. The portion of your Plan account that is not vested will be forfeited (see the “*Forfeitures*” section of this SPD for more details).

Please Note: A transfer from employment with a Participating Company to employment with a related affiliate of any Participating Company is not considered a termination of employment under the Plan.

Your Contributions

You are always 100% vested in your pre-tax, Roth after-tax catch-up, and/or rollover contributions under the Plan and the earnings (and losses) attributable to those contributions in your Plan account.

Discretionary Employer Matching Contributions

General: Your discretionary employer matching contributions, and the earnings (and losses) attributable to those contributions, are vested in your Plan account according to the following schedule:

Years of Vesting Service*	% Vesting of Discretionary Employer Matching Contributions
Less than 2	0%
2 but less than 3	50%
3 or more	100%

Plan Overrides for Certain Labor Union Employees:

Notwithstanding the foregoing, vesting in discretionary employer matching contributions for employees who are represented by a labor union will depend on the terms of their applicable collective bargaining agreements. If applicable to you, these conditions are described in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. For more information, please review the Appendix to this SPD and see your applicable collective bargaining agreement.

Historic Employer Contributions for Certain Employees

Haggen Profit Sharing Account: Contributions, and the earnings (and losses) attributable to those contributions received and maintained in a participant’s Haggen Profit Sharing Account, if applicable, are vested according to the following schedule:

Years of Vesting Service*	% Vesting of Contributions in Haggen Profit Sharing Account
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

Prior United Employer Account: Contributions, and the earnings (and losses) attributable to those contributions received and maintained in a participant’s Prior United Employer Account, if applicable, are vested according to the following schedule:

Years of Vesting Service*	% Vesting of Contributions in Prior United Employer Account
Less than 1	0%
1 but less than 2	25%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

Vesting Service

Vesting service is a measure of your years of service with the Participating Companies and all related affiliates of the Participating Companies. You will be credited with 1-year of vesting service for each Plan Year you complete a minimum of 1,000 hours of service.

You will become 100% vested in your employer contributions, including your historic employer contributions, if any, upon your death, Disability or attainment of age 65 (your Normal Retirement Date) while still employed as an employee of any Participating Company or any related affiliate of a Participating Company.

Break in Service

Break in Service means any computation period during which you do not complete more than 500 hours of service. Any employee who returns to employment after a Break in Service shall retain credit for his or her pre-Break Years of Service.

Forfeitures

If you leave the Participating Companies and all related affiliates of the Participating Companies, you may take a distribution of the vested portion of your Plan account. The unvested portion will be immediately forfeited.

If you return to employment with a Participating Company within 5 years of your departure date, any forfeited employer contributions can be restored to your Plan account.

If you received a distribution of the vested portion of your employer contributions, you can have the forfeited amount restored if you repay the distributed employer contributions within the prescribed time period; the earlier of the end of 5 years following the date of the distribution or, 5 years after the first date of your reemployment.

If you do not take a distribution of the vested portion of your Plan account, the unvested portion will be forfeited at the end of the 5 years following your departure date and cannot be restored.

Please notify the Plan Administrator if you have any questions regarding vesting in your Plan account.

Loans

If you are actively employed by a Participating Company, you may request a loan from your Plan account at any time subject to certain limits.

Amount: The maximum amount of a loan, when added to your highest outstanding loan balance from the Plan (and loans from any previous plans merged into Plan and any other qualified plan sponsored by all related affiliates of the Participating Companies) in the last 12 months, is the lesser of the following amounts:

- \$50,000; and
- 50% of your Plan account.

The minimum amount of any loan shall be the amount set forth in the written loan policy.

You may have up to two loans outstanding at any one time, provided that one is a general purpose loan and one is a principal residence loan. You may not have more than one outstanding loan of the same type (general purpose or principal residence) at any time. Loans treated as being deemed shall count against this two-loan limit. There are three types of loan fees:

- The Plan charges a one-time loan application fee of \$50 for loans initiated via vanguard.com or the VOICE® Network.

This fee will be deducted from your loan proceeds so that the check you receive will be net of the loan application fee. For example, if you request a \$1,000 loan, your loan check will be for \$950.

- However, if you apply for your loan via Vanguard Participant Services, the one-time loan application fee will be \$100.
- In addition, the Plan charges an annual maintenance fee of \$25. This fee will automatically be deducted from your Plan account balance.

Fees are subject to change and will be set forth in the written loan policy.

Loans are made from your Plan account in a sequence specified in the written loan policy.

Your loan is secured by 50% of your vested Plan account balance. While you don't pay any income tax or penalties on your loan, when you take a loan from your Plan account, the money you borrow comes out of your Plan account so your balance is reduced by the amount of your loan. As you repay your loan with interest, and the repayments are reinvested, you will resume sharing in the investment results on the repaid amount.

Repayment and Default: You have up to 5 years to repay a general loan (or such other shorter maximum term as the written loan policy may provide) or up to 15 years if you use the money to buy your principal residence (or such other shorter maximum term as the written loan policy may provide).

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.

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. As you repay your loan, the principal and interest are credited to your Plan account.

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 you to cure such default or to otherwise collect such overdue payments or, as the case may be, the outstanding loan balance. If you default on your loan, the IRS considers any

outstanding balance a taxable distribution subject to income tax. You may also be subject to a 10% early withdrawal penalty tax under the Code.

Any participant who has an Annuity Eligible Balance under the Plan, who is married at the time of a loan request, must receive his or her spouse's consent to the loan request pursuant to the Plan's spousal waiver rules and the Plan Administrator's procedures. You will need to contact Vanguard for the necessary forms to complete and return before your loan request can be processed.

Once your request for a loan is approved, a check for the loan amount will be mailed to you or you can elect to have the amount automatically deposited into your bank account. Contact Vanguard for more details regarding the set-up for automatic deposit.

Contact Vanguard for more information or to request a loan. By contacting Vanguard, you can also get detailed information about:

- (1) how much you can borrow,
- (2) how long you have to pay back a loan, and
- (3) how much you'll pay in fees.

You can get information on the amount available for a loan, apply for a loan or model loan amounts and payment schedules at any time by accessing Vanguard's website at www.vanguard.com, calling the automated VOICE® Network, or contacting Vanguard Participant Services at 800-523-1188.

Withdrawals While Still Employed

Traditional (Non-Roth) After-Tax Withdrawals: At any time, you can withdraw amounts from your traditional after-tax contribution sources, including after-tax rollover contributions, within your Plan account. Your after-tax contributions are not subject to federal income tax since these amounts were taxed before they were contributed to the Plan. However, investment earnings on these amounts will generally be subject to income tax. All or a portion of these withdrawals may be subject to the 10% early withdrawal penalty under the Code.

Rollover Withdrawal: At any time you can withdraw amounts from your rollover contribution sources, including Roth rollover contributions, within your Plan account.

Any portion of these withdrawals that are attributable to pre-tax amounts are subject to income tax and may also be subject to the 10% early withdrawal penalty tax under the Code.

You can withdraw Roth rollover contributions and any earnings tax-free as long as you made your first Roth contribution at least 5 years earlier and the withdrawal meets one of the following conditions:

- It's made after you turned age 59½.
- It's made as a result of your Disability or death.

When taking withdrawals of Roth earnings before age 59½ or 5 years, you may have to pay ordinary income tax plus a 10% early withdrawal penalty tax under the Code.

Hardship Withdrawal: If you have a severe financial hardship, as defined in IRS guidance, and cannot meet that need through other resources that are reasonably available to you, you may apply for a hardship withdrawal. You will be required to provide supporting documentation as part of your request. The following types of expenses may be eligible for a hardship withdrawal:

- Certain medical expenses,
- Purchase of a primary residence,
- Post-secondary education expense,
- Prevent eviction from/foreclosure on primary residence,
- Burial/funeral expenses,
- Repair of damage to primary residence as a result of a sudden, unexpected or unusual event, or
- Certain other hardships identified by the IRS (e.g., hurricane disaster or similar relief), if adopted by the Plan Administrator.

These withdrawals are subject to income tax and may also be subject to the 10% early withdrawal penalty tax under the Code.

Hardship withdrawals will be taken from your vested Plan account (except your Qualified Non-Elective Contributions Account under the Plan) in a sequence determined by the Plan Administrator.

In addition, if you take a hardship withdrawal, you will not be able to make any contributions to the Plan (or to any other plan sponsored a Participating Company) for 6 months after the date you take the withdrawal. At the end of the 6 month "suspension period," your contributions will resume automatically at the level you were contributing before you took the withdrawal. Different rules may apply if you are considered an "highly compensated employee."

Age 59½ Withdrawal: When you reach age 59½, you may withdraw any portion of your vested Plan account. These withdrawals are subject to income tax but are not subject to a

10% early withdrawal penalty tax under the Code. Age 59½ withdrawals will be taken from your account in a sequence determined by the Plan Administrator.

Qualified Reservist Withdrawal: If you serve as a member of the U.S. Armed Forces and you are called to active military duty for a period of more than 179 days (or indefinitely), you may be entitled to receive a “qualified reservist withdrawal” of all or a portion of your Plan account attributable to your pre-tax and/or Roth after-tax contributions during your active duty period. Unlike other in-service Plan withdrawals, a qualified reservist withdrawal will not be subject to the 10% early withdrawal penalty tax under the Code that normally applies to other Plan withdrawals taken prior to age 59½.

Special In-Service Withdrawal: At any time, you can withdraw amounts from your Prior ESOP Account, if any, and/or Prior Employer QJSA Account II, if any, under the Plan. All or a portion of these withdrawals may be subject to subject to income tax and the 10% early withdrawal penalty under the Code.

Spousal Consent to In-Service Withdrawal: Any participant who has an Annuity Eligible Balance under the Plan, who is married at the time of an in-service withdrawal request, must receive his or her spouse’s consent to such request pursuant to the Plan’s spousal waiver rules and the Plan Administrator’s procedures. You will need to contact Vanguard for the necessary forms to complete and return before your in-service withdrawal request can be processed.

How to Receive an In-Service Withdrawal: To apply for an in-service withdrawal while still employed, please contact Vanguard. See Vanguard’s contact information under the section of this SPD titled “*Vanguard’s Services and Contact Information.*” In-service withdrawals are available in the form of a single lump sum payment with the exception of age 59½ withdrawals which also can be taken in the form of installments. There is no limit on the number or frequency of in-service withdrawals, and there is no minimum amount. In-service withdrawals are subject to any additional procedures as prescribed by the Plan Administrator.

Your in-service withdrawal can generally be approved over the telephone, unless your withdrawal will be taken from your Annuity Eligible Balance and you are married or if back-up is required to process the withdrawal. In that case, your spouse’s written consent is required, and you’ll be sent the necessary form to complete and return to Vanguard. Once your request is approved, a check for the requested amount will be mailed to you or you can elect to have the amount automatically deposited into your bank account. Contact Vanguard for more details

regarding the set-up for automatic deposit. See Vanguard’s contact information under the section of this SPD titled “*Vanguard’s Services and Contact Information.*”

You may be entitled to an in-service withdrawal if you are Disabled and still employed. See below for more information on distributions due to being Disabled.

Distributions After Employment Ends or Due to Disability

When Distributions Begin: You can begin receiving distributions of the vested portion of your Plan account any time after you terminate employment with the Participating Companies and all related affiliates of the Participating Companies, or become Disabled (see the “*Disabled Participants*” section of this SPD for more details). The Plan will not begin payment until you request a distribution. This means that you may defer distribution and continue to share in investment results as usual, or begin to receive payments immediately. You can also make investment fund exchanges in the same manner as if you were an active participant. However, you will no longer be eligible to make contributions to your Plan account or receive employer contributions (see the section titled “*Employer Contributions*”).

Exceptions

Small Accounts: If the vested balance of your Plan account (including any rollover contributions) totals \$1,000 or less, your account (including any rollover contributions) will be distributed automatically in a lump sum, without application, as soon as administratively feasible after your employment ends.

The unvested portion of your Plan account will be forfeited. You will, however, be given the opportunity to elect a direct rollover of the automatic distribution.

If the vested balance of your Plan account (including any rollover contributions) is more than \$1,000 and does not exceed \$5,000, you may elect whether to receive the distribution or to rollover the distribution to another tax-qualified retirement plan such as an individual retirement account (“IRA”). If your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000 and you do not make an election, then the Plan Administrator will pay the distribution in a direct rollover to an IRA designated by the Plan Administrator. The IRA provider will charge your Plan account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds, at any time, to any other IRA you choose.

You may contact Vanguard for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA. See Vanguard's contact information under the section of this SPD titled "*Vanguard's Services and Contact Information.*"

Age 70½: If you have terminated employment but do not request a distribution of your Plan account before you reach age 70½, payment of your Plan account will begin, without application, no later than April 1 after the calendar year in which you reach age 70-1/2. If you are still actively employed by the Participating Companies when you reach age 70-1/2, payment of your Plan account will begin automatically, without application*, no later than April 1 after the calendar year in which your employment ends. Payments of these so-called "minimum required distributions" will be made each year in a minimum amount determined by IRS regulations.

*NOTE: If you have an Annuity Eligible Balance (QJSA sources) then you must contact Vanguard because special rules apply to the minimum required distribution attributable to that balance.

You may contact the Plan Administrator for further information regarding minimum required distributions from your Plan account.

Forms of Distributions

The following forms of distribution are available in the Plan:

- Monthly, quarterly or annual installments either of a fixed dollar or fixed amount over a period you elect or of substantially equal payments over your life;
- Partial payments at your request;
- A single lump sum payment;
- A combination of the above methods; or,
- An annuity contract but only for your Annuity Eligible Balance.

Distributions in the form of partial payments and installments are made from your Plan account in a sequence determined by the Plan Administrator in its discretion.

You may direct that any portion of your Plan account that qualifies as an "eligible rollover distribution" be paid directly to the tax-qualified retirement plan of another employer or to an IRA, which you may establish at an appropriate financial institution of your choice.

Contact Vanguard for more information regarding your distribution options. See Vanguard's contact information under

the section of this SPD titled "*Vanguard's Services and Contact Information.*"

Before you receive a distribution from the Plan, you will be sent a tax notice. The tax notice will provide you with general tax and rollover information. You should consult your personal tax advisor regarding the best distribution method for your particular situation.

Please Note: The Plan Sponsor, the Plan Administrator, the Participating Companies, and the Plan may not provide you with any tax advice.

Distributions to Beneficiaries

If you are married and die before your Plan account is distributed, your entire vested Plan account will be paid to your spouse, unless you have designated another beneficiary with your spouse's valid written consent, in accordance with the Plan's procedures as determined by the Plan Administrator. If you are not married, your entire vested Plan account will be paid to the beneficiary you have designated.

Under the Plan, beneficiaries may receive distributions in the same manner that you could be paid as a participant; however, the required minimum distribution provisions of the Code may limit the extent to which your beneficiaries may defer distribution.

Designating a Beneficiary: Beneficiaries must be designated online through the Vanguard website or by contacting Vanguard directly. To be valid, your designation must be made and received by Vanguard during your lifetime. Make sure you keep your designations up to date. If you have designated your spouse as your beneficiary, that designation will be automatically revoked upon divorce or other legal termination of the marriage. This will not prevent a participant from designating a former spouse as the beneficiary after the date of the divorce or other legal termination of the marriage.

If you fail to designate a beneficiary, or if your beneficiary designation is not effective for any reason, the Plan provides for classes of automatic beneficiaries who will receive payment (generally specified members of your family or your estate). Your default beneficiary under the Plan, shall be the first surviving member, or members in equal shares, of the following classes:

- Your surviving spouse;
- Your surviving children;
- Your surviving parents; or
- Representative of your estate.

If you or your spouse or designated beneficiary should die simultaneously (defined as within 120 hours of each other), or under circumstances that render it difficult or impossible for the Plan Administrator to determine who predeceased the other, then unless your valid beneficiary designation otherwise specifies, the Plan Administrator will presume conclusively that your spouse or beneficiary predeceased you and the default beneficiary rules described above shall apply.

A beneficiary entitled to payment under the Plan may disclaim all or any portion of his or her interest, subject to the rules of the Plan, as determined by the Plan Administrator.

In addition, if the Plan Administrator determines that your designated beneficiary may have intentionally caused your death, the Plan Administrator may take any action it determines appropriate, including but not limited to:

- Delaying payments of any benefit to your designated beneficiary for any period the Plan Administrator determines appropriate, including until there is a judicial determination of his or her guilt or innocence;
- Deciding to pay the benefit otherwise payable to such designated beneficiary to another beneficiary; and
- Applying the rules of the state in which your death occurred to determine your proper beneficiary.

If you have any questions about your beneficiary designation under the Plan, or if you would like to make or change your beneficiary designation, please contact Vanguard. See Vanguard's contact information under the section of this SPD titled "*Vanguard Service and Contact Information*."

Spousal Rights

If you are married at the time of your death, your spouse will have the right to receive your entire vested Plan account balance unless you have designated another beneficiary and your spouse has validly consented to that designation, in accordance with the Plan's procedures, as determined by the Plan Administrator. The consent of your spouse must be in writing and witnessed by a notary public. Your spouse's consent can be given at the time you make a designation or any later time. If your spouse consents to the naming of another beneficiary, your spouse is waiving their right to benefits under the Plan in the event of your death. Special additional rules apply with respect to any portion of your Plan account that is attributable to your Annuity Eligible Balance (QJSA sources).

Taxes

Payments from the Plan are subject to income taxes (except for any after-tax contributions, or Roth contributions, as described below). If you request payment in the form of a lump sum or partial payments or installments over a period of less than 10 years, federal income tax at a rate of 20% will be withheld from your payment unless your payment is directly rolled over into another tax-qualified retirement plan, an IRA, a Code section 403(b) plan or a governmental Code section 457(b) plan that agrees to account separately for the amounts being rolled over. If you receive a payment before you reach age 59½, you will be subject to a 10% early withdrawal penalty tax under the Code unless an exception applies.

You may also elect to roll over your payment(s) to a Roth IRA. If you do, you will include in your gross income the amount rolled over to the Roth IRA and you will owe taxes on this amount. When you later receive distribution from your Roth IRA, you will not owe any additional taxes as long as the distribution is a "qualified distribution" as defined below. You will receive a tax notice when you request a withdrawal or distribution from the Plan. The tax notice will provide you with general tax and rollover information. It is recommended that you consult with your personal qualified tax adviser before requesting payment.

Taxation of Roth Contributions

Your Roth contributions under the Plan will be taxed to you in the year they are contributed to the Plan, but not when they are distributed to you from the Plan. Any investment earnings on your Roth contributions will be distributed tax-free, provided that you take a "qualified distribution." In order to be a qualified distribution, the distribution must generally occur after you complete a 5-year participation period and after one of the following events:

- your attainment of age 59½,
- your Disability, or
- your death.

If the distribution from your Roth contributions is not a qualified distribution, the earnings distributed with your Roth contributions will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other qualified retirement plan). In addition, there may be a 10% excise tax on the earnings that are distributed.

Whenever you are eligible to receive a Plan distribution, the Plan Administrator will deliver to you a more detailed explanation of your options. However, the tax rules are very complex and we

recommend that you consult with your personal tax advisor before making a choice.

Please Note: The Plan Sponsor, the Plan Administrator, the Participating Companies, and the Plan may not provide you with any tax advice.

Claims Procedure

If you (or your beneficiary) believe you are entitled to a Plan benefit that has not been paid, you may file a claim with the Albertsons Companies Retirement Administrative Committee (the “Administrative Committee”). If you do not file a claim or follow the claims procedures, you will give up legal rights, including your right to sue over your claim.

Initial Claim and Decision: Your claim must be in writing and must include the facts and arguments you want considered. Your written claim should be filed with the Administrative Committee at the following address:

Albertsons Companies, Inc.
Attn: Albertsons Companies Retirement Administrative Committee
P.O. Box 6890
Boise, ID 83726

The Administrative Committee has 90 days after receiving your claim to make a decision and notify you if your claim is denied in whole or in part. The 90-day period may be extended for up to 90 additional days if you are notified that special circumstances require an extension and what date the claim is expected to be decided. A notice of denial will state the reasons for the denial, the Plan provisions on which the denial is based, a description of additional material (if any) needed from you and why, the procedure for requesting a review of the denial, and your right to file a civil action under section 502(a) of ERISA if your claim is denied upon review.

Request for Review and Decision: If you disagree with the denial of your claim, you may file a request for review of that decision. Your request must be in writing to the Administrative Committee, must state the reason you disagree with the denial of your claim, and must be filed within 60 days after you received the denial notice. You should submit all documents and written arguments you want considered at the review, and you may, upon request and free of charge, receive copies of the documents and information relevant to your claim. The Administrative Committee has 60 days after receiving your request to make a decision and notify you. The 60-day period may be extended for up to 60 additional days if you are notified that special circumstances require the extension and what date

the decision is expected to be made. If the extension is necessary because you need to submit additional information, you will be given 60 days to provide that information. The time it takes you to provide that information will not count against the 60 days the Administrative Committee has to make its decision. If the Administrative Committee decides that your claim was correctly denied, your notice will state the reasons for the denial, the Plan provisions on which the denial is based, your right to receive, upon request and free of charge, reasonable access to and copies of the relevant documents and information used in the claims process, and your right to file a civil action under section 502(a) of ERISA to support your claim, if you wish.

In General: The Administrative Committee will make all decisions on claims and review of claims. In making decisions on claims and review of claims, the Administrative Committee has the sole discretion, authority, and responsibility to decide all factual and legal questions under the Plan, to interpret and construe the Plan and any ambiguous or unclear terms, and to determine whether a claimant is eligible for benefits and the amount of the benefits, if any, a claimant is entitled to receive. The Administrative Committee may rely on any applicable statute of limitations as a basis to deny a claim.

The Administrative Committee’s decisions are conclusive and binding on all parties. You may, at your own expense, have an attorney or representative act on your behalf, but the Administrative Committee has the right to require a written authorization from you. The Administrative Committee has the right to delegate its responsibilities including its authority to make decisions.

Statute of Limitations and Venue: No legal action shall be commenced seeking judicial review of a decision of your claim (or your beneficiary’s claim) 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. Any legal action must be brought in the United States District Court, District of Idaho, where the Plan is administered.

Amendment or Termination of Plan

The Plan is intended to be maintained indefinitely. However, the Plan Sponsor has reserved the right to amend the provisions of the Plan or to terminate the Plan at any time with respect to some or all participants (provided the Plan Sponsor complies with any obligations under the current collective bargain agreements). If the Plan is amended or terminated, you will be notified.

No amendment or Plan termination will reduce your vested percentage or your Plan account balance. This does not mean, of course, that your balance will not decrease. Your Plan account is always subject to the risk that investments you have chosen may perform poorly.

If the Plan is terminated or partially terminated (affecting you), your Plan account will be fully (100%) vested and the Plan Administrator may decide to pay your account to you on any date after the termination, or to follow the Plan's usual payment rules. The Plan Administrator will notify you of your payment options in the event of the Plan's termination.

Assignment of Your Account

Creditors cannot reach your Plan account (by garnishment or other process) while held in trust. Nor may you pledge or assign your Plan account while held in trust. The Plan, however, must obey an IRS levy or a court order that assigns all or a portion of your Plan account to your spouse, former spouse, or dependents if that order is a qualified domestic relations order ("QDRO"). See the section of this SPD titled "*QDRO Procedures*" for more details.

Collective Bargaining Agreement

The Plan is maintained in part pursuant to collective bargaining agreements. If you are covered under one of those collective bargaining agreements, you may obtain copies of those agreements from the Plan Administrator upon written request and they may be examined in the offices of the Participating Companies and your union. If any special provisions apply to you due to your coverage under one of those collective bargaining agreements, such provisions will be described in the Matching Contributions Supplement for Labor Union Employees Appendix to this SPD. For more information, please review the Appendix to this SPD and see your applicable collective bargaining agreement.

Fees and Expenses

The Plan has fees associated with participating and investing in the Plan. The fees fall into three categories:

Asset-Based Fees: Asset-based fees reflect an investment fund's total annual operating expenses and include management and other fees. Typically, asset-based fees are deducted from an investment fund's assets, thereby reducing its investment return. These fees are reflected as a percentage of the assets invested in the fund and often are referred to as an expense ratio. Each

investment fund's expense ratio can be found at <https://retirementplans.vanguard.com/PubFundChart/albertsons/7169>.

Plan Administration Fees: Plan administrative fees cover things like trustee, recordkeeping, legal, auditing and other administrative fees and expenses associated with maintaining the Plan. These fees are charged to your Plan account on a quarterly basis and are reflected in your quarterly statement. The Vanguard recordkeeping fee is taken separately from the other administrative fees (e.g., legal and auditing) that are determined quarterly based on the incurred expenses. You will be notified if there is a change in fees.

Participant Service Fees: Participant service fees are fees associated with a service or transaction that you may select. Examples of Participant service fees are: loan setup fees, loan maintenance fees, overnight mailing fees, distribution or withdrawal fees and fees for the review of a domestic relations or court order. In addition, if your Plan account is transferred to your surviving beneficiary in the event of your death, a fee of \$250 will be deducted from your Plan account balance for the cost of the beneficiary determination. All participant service fees are charged to your Plan account and are reflected in your quarterly statement.

NOTE: The fees described above may be withdrawn from your Plan account at separate times during the quarter, as applicable.

You will receive an annual fee disclosure statement that includes more information on the fees and expenses of the Plan. For more information or to request a copy of the most recent fee disclosure statement, please contact Vanguard and a representative will direct you to where to locate that information on the website. See Vanguard's contact information under the section of this SPD titled "*Vanguard Service and Contact Information*."

QDRO Procedures

If you are married and you and your spouse obtain a divorce, a court may issue a domestic relations order in order to divide your retirement benefit under the Plan. To obtain, without charge, a copy of the Plan's QDRO procedures used to determine whether a domestic relations order is a QDRO and a model QDRO, please contact Vanguard.

A QDRO fee will be charged for the determination of whether a domestic relations order is a QDRO. The reasonable expense incurred in the determination of a domestic relations order shall be a one-time fee of \$800, per affected Plan. This fee will be divided equally among the participant and alternate payee and

charged to the Plan accounts of the participant and alternate payee, unless otherwise specified in the domestic relations order.

All domestic relations orders (and any correspondence related to the determination of whether a domestic relations order is qualified), should be directed to Vanguard. See the section titled, “*Vanguard Services and Contact Information.*”

Top Heavy Provisions

If the Plan becomes “top heavy” as defined by federal tax laws, certain changes will become effective (such as different contribution rules). If that occurs and you are affected, you will be notified by the Plan Administrator.

Veteran’s Rights

If you leave your employment with the Participating Companies and all related affiliates of the Participating Companies to serve in the uniformed services and then are rehired within certain time limits, the Uniformed Services Employment and Reemployments Rights Act (“USERRA”) and the Heroes Earnings Assistance and Relief Tax Act (the “HEART Act”) provide you with certain rights under the Plan. You may be able to make contributions to the Plan that were missed during your period of uniformed service and have credited to your Plan account any matching contributions (but not earnings on such contributions) that would have been made by the Participating Companies but for your uniformed service.

In addition, if you die while serving in the uniformed services, you may be treated as if you had died while actively employed by the Participating Companies and all related affiliates of the Participating Companies.

If your employment is interrupted by uniformed service, please contact the Plan Administrator who will supply you with additional information regarding your rights under USERRA and the HEART Act.

Vanguard Services and Contact Information

To enroll to make contributions to the Plan, to make investment elections, to request a distribution or loan and for any information about the Plan, call Vanguard toll-free at **800-523-1188** or go to the website at www.vanguard.com/retirementplans. The Plan’s number with Vanguard is **097530**.

There are 2 ways to contact Vanguard via phone:

- the do-it-yourself way, using the automated voice response system, which is available virtually 24 hours a day 7 days a week; or
- by speaking with a Vanguard Representative anytime Monday through Friday, 8:30 A.M. to 9:00 P.M.; Eastern time (excluding NYSE holidays).

When you call Vanguard for the first time, an automated voice will greet you. Simply follow the step-by-step instructions. If you decide to speak with a Vanguard representative, he or she will ask you for certain information to verify your identity and the Plan.

You also can gain access to your account at www.vanguard.com.

Vanguard’s automated services and website enable you to:

- Enroll in the Plan.
- Designate a beneficiary or beneficiaries for your Plan account.
- Get current Plan account information.
- Sign up for e-delivery.
- Make investment and account changes, such as:
 - exchange all or some of your current Plan account balance from one investment option to another,
 - change the way your future contributions are to be invested among your investment options, and
 - change your payroll contribution percentage or stop payroll contributions.
- Get information about loans, in-service withdrawals and Plan distributions.
- Request loans, in-service withdrawals and Plan distributions.
- Request Plan literature and/or investment fund literature.

Generally you can conduct the same transactions through the automated system as you can when you speak with a Vanguard representative, , plus you can:

- Discuss Plan features;
- Request a hardship withdrawal; and
- Request materials to roll over money from another qualified retirement plan.

Quarterly personalized Plan statements are available online at www.vanguard.com, which provide you with a detailed report of your Plan account activities. Should you wish to receive your

statement on paper, you can make this request by logging on to www.vanguard.com and signing up for this option.

To contact Vanguard by mail, the address is:

Vanguard
P.O. Box 1101
Valley Forge, PA 19482-1101

For Overnight Mail, the address is:

Vanguard
400 Devon Park Drive
Wayne, PA 19087

Additional Information			
Plan Name	Albertson's Companies 401(k) Plan		
Plan Number	The Internal Revenue Service and the Department of Labor identify the Plan by its name and by the number 002.		
Plan Year	The Plan Year ends on December 31.		
Type of Plan	<p>The Plan is a defined contribution profit sharing plan that includes a qualified cash or deferred arrangement under section 401(k) of the Code.</p> <p>Benefits under the Plan are not insured by the federally created Pension Benefit Guaranty Corporation, because profit sharing 401(k) plans are not eligible for such insurance. This is because such plans, including this Plan, do not promise any particular dollar amount of benefit. Instead, you are paid whatever is available in your Plan account upon your request for a distribution.</p>		
Plan Sponsor	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Street Address: Albertsons Companies, Inc. 250 Parkcenter Blvd. Boise, ID 83726 </td> <td style="width: 50%; vertical-align: top;"> Mailing Address: Albertsons Companies, Inc. Attention: Retirement Department P.O. Box 6890 Boise, ID 83726 Telephone: (208) 395-6200 </td> </tr> </table>	Street Address: Albertsons Companies, Inc. 250 Parkcenter Blvd. Boise, ID 83726	Mailing Address: Albertsons Companies, Inc. Attention: Retirement Department P.O. Box 6890 Boise, ID 83726 Telephone: (208) 395-6200
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Employer Identification Number	47-5579477		
Participating Companies	Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer is a Participating Company in the Plan, and if it is, its address.		
Plan Administration	<p>The Plan Administrator is the Albertsons Companies Retirement Benefit Plans Committee (the "Committee"). Communications should be addressed to the Committee at the following address:</p> <p>Albertsons Companies Retirement Benefit Plans Committee P.O. Box 6890 Boise, ID 83726</p> <p>You are responsible for making sure the Plan Administrator has your current mailing address. After you terminate employment, however, contact Vanguard with your address change.</p>		
Third Party Administrator	<p>The Plan Administrator has contracted with a Third Party Administrator to provide certain services for the Plan. The Third Party Administrator is:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Regular Mailing Address: Vanguard PO Box 1101 Valley Forge, PA 19482-1101 </td> <td style="width: 50%; vertical-align: top;"> Overnight Mailing Address: Vanguard 400 Devon Park Drive Wayne, PA 19087 </td> </tr> </table> <p>Website: www.vanguard.com Telephone: (800) 523-1188</p>	Regular Mailing Address: Vanguard PO Box 1101 Valley Forge, PA 19482-1101	Overnight Mailing Address: Vanguard 400 Devon Park Drive Wayne, PA 19087
Regular Mailing Address: Vanguard PO Box 1101 Valley Forge, PA 19482-1101	Overnight Mailing Address: Vanguard 400 Devon Park Drive Wayne, PA 19087		
Trustee	<p>The Trustee for the Plan is Vanguard Fiduciary Trust Company, which can be reached at the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Regular Mailing Address Vanguard P.O. Box 1101 Valley Forge, PA 19482-1101 </td> <td style="width: 50%; vertical-align: top;"> Overnight Mailing Address Vanguard 400 Devon Park Drive Wayne, PA 19087 </td> </tr> </table>	Regular Mailing Address Vanguard P.O. Box 1101 Valley Forge, PA 19482-1101	Overnight Mailing Address Vanguard 400 Devon Park Drive Wayne, PA 19087
Regular Mailing Address Vanguard P.O. Box 1101 Valley Forge, PA 19482-1101	Overnight Mailing Address Vanguard 400 Devon Park Drive Wayne, PA 19087		
Service of Legal Process	<p>The General Counsel of Albertsons Companies, Inc. is designated as agent for service of legal process against the Plan. Also, service of legal process may be made upon the Plan Administrator or upon the Trustee.</p> <p>Albertsons Companies, Inc. Attn: General Counsel 250 Parkcenter Blvd Boise, ID 83726</p>		

ERISA Rights

As a participant in the Albertsons Companies 401(k) Plan (the “Plan”), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description (“SPD”). The Plan Administrator may charge a reasonable fee for the copies.

Receive a summary of the Plan’s annual Financial Report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report (“SAR”).

Obtain a statement telling you the value of your benefit under the Plan. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why, and to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules (see the section titled, “*Claims Procedures*”).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in federal court. In addition, if you disagree with the Plan’s decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that fiduciaries of the Plan misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay the court costs and a fee if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact Vanguard or the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Special Distribution Rules for Annuity Eligible Balance (QJSA Sources)

Automatic Form of Payment of an Annuity Eligible Balance: If your Plan account holds certain amounts that are an Annuity Eligible Balance, which are subject to special distribution rules, and your account balance exceeds \$5,000 and you are married, federal law requires that such amounts be distributed in the form of a 50% qualified joint and survivor annuity contract, unless you and your spouse elect, in writing in accordance with the Plan's rules, as determined by the Plan Administrator, not to receive benefits in that form. This applies only if you have been married for at least one year before your distribution date. If you are unmarried, federal law requires that such amounts be distributed in the form of a single life annuity contract unless you elect, in writing, not to receive benefits in that form.

A qualified joint and survivor annuity provides you with a monthly payment for the rest of your life and a survivor benefit for your spouse equal to from 50% to 100% of your monthly amount, as you choose. If you die before your spouse does, a percentage of the monthly amount (from 50% to 100%) will continue to be paid to your surviving spouse for the remainder of his or her life. On the other hand, if your spouse dies before you, your payments will continue for your life and all payments will end at your death.

The calculation of the precise amount of your monthly payment under the qualified joint and survivor annuity will depend on:

- The total value of the portion of your Plan account that is an Annuity Eligible Balance and subject to these special distributions rules;
- The survivor annuity percentage you elect;
- The respective ages of you and your spouse at the time the annuity is purchased; and
- The prevailing interest rate available under a commercial annuity at the time of purchase.

Election of Optional Form of Payment of an Annuity Eligible Balance: To waive distribution in the form of an annuity contract, you will need to fill out the Plan's valid waiver form, which you will receive at the time you are eligible to receive a distribution. If you are married, your spouse's signature on the form must be notarized by a notary public. Once the waiver takes effect, you may choose to receive payments from your Plan account in any of the other forms of distribution available under the Plan (e.g., a single lump sum payment or periodic installments). In addition, once the waiver takes effect, you may elect that the portion of your Plan account that is an Annuity Eligible Balance be paid in one of the following forms of payment:

- A single life annuity, whereby your vested Plan account will be used to purchase a single premium non-transferable life annuity contract for you, which is payable monthly for your life and ceases on your death.
- A joint and survivor annuity, whereby your vested Plan account will be used to purchase a single premium non-transferable joint and survivor annuity contract for you and your surviving spouse, and (i) the annuity is paid monthly during your joint lives and continues to the survivor for life, and (ii) you may elect a continuation percentage to the survivor of no less than 50% and not more than 100%.
- A 5-, 10- or 15- year term certain annuity, whereby your vested Plan account will be used to purchase a single premium non-transferable annuity contract for you and your surviving spouse, and (i) this annuity distributes your account balance to you over a period of 5, 10 or 15 years and at the end of this time, all payments will stop; and (ii) if you die before the end of the period you select, the payments will continue to your surviving spouse for the remainder of the period.

You have the right to revoke the waiver at any time before the date your Plan account is distributed to you. If you do, the portion of your Plan account that is an Annuity Eligible Balance, which is subject to these special distribution rules will be paid in the form of an annuity contract. **Please Note:** You have the right to elect a lump sum payment of your Annuity Eligible Balance (with the consent of your spouse if married).

Annuity Eligible Balance: Your annuity eligible balance, means the balance, if any, of the sources in your Plan account attributable to the following:

- your prior employer QJSA account II, if any, and
- your prior employer QJSA account III, if any.

For more information, contact Vanguard.

Matching Contributions Supplement for Labor Union Employees Collington WUL No. 730 Supplement

This document supplements the Summary Plan Description (“SPD”) for the Albertsons Companies 401(k) Plan (the “Plan”). This supplement describes the matching contribution provisions under the Plan that generally is applicable to the following eligible labor union employees:

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

In the event of any conflict between the terms of the SPD and the terms of this supplement, this supplement shall control. Unless otherwise provided below, the terms of the SPD apply to the eligible labor union employees covered by this supplement.

Eligibility for Matching Contributions

Collington employees represented by Warehouse Union Local No. 730, and classified as a Selector Helper, Office Assistant or Inventory Control Clerk will be considered a match eligible participant on the first day of the first month following the end of your 60-day probationary period (or such other probationary period under your applicable collective bargaining agreement).

Matching Contributions Amount

Matching contributions for eligible Collington employees who are represented by Warehouse Union Local No. 730, and classified as a Selector Helper, Office Assistant or Inventory Control Clerk 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 after-tax contributions, if any, for the pay period, provided that the total amount shall not exceed 6% of such active participant’s Plan eligible compensation paid by a Participating Company for the pay period.

Such matching contributions shall be allocated to the participant’s Collington Matching Account.

Allocation Conditions

The last day of the Plan Year allocation requirement on matching contributions described in the SPD shall not apply to eligible employees who are covered under this supplement.

Vesting

Any matching contributions, and the earnings (and losses) attributable to those contributions, that are made in accordance with this supplement and allocated to a participant’s Collington Matching Account shall vest according to the following schedule:

Years of Vesting Service	% Vesting of Contributions in Prior United Employer Account
Less than 1	0%
1 but less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 or more	100%

For further information about the matching contributions for labor union employees, or any other Plan-related matter, please contact your labor union representative or the Plan Administrator.

Matching Contributions Supplement for Labor Union Employees Haggen BCTWU No. 9 Supplement

This document supplements the Summary Plan Description (“SPD”) for the Albertsons Companies 401(k) Plan (the “Plan”). This supplement describes the matching contribution provisions under the Plan that generally is applicable to the following eligible labor union employees:

- Haggen employees represented by Bakery, Confectionary & Tobacco Workers Union No. 9

In the event of any conflict between the terms of the SPD and the terms of this supplement, this supplement shall control. Unless otherwise provided below, the terms of the SPD apply to the eligible labor union employees covered by this supplement.

Matching Contributions Amount

Matching contributions for eligible Haggen employees who are represented by Bakery, Confectionary & Tobacco Workers Union No. 9 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 after-tax contributions, if any, for the pay period, provided that the total amount shall not exceed 2% of such active participant’s Plan eligible compensation paid by a Participating Company for such pay period.

Such matching contributions shall be allocated to the participant’s Haggen Union Match Account.

Allocation Conditions

The last day of the Plan Year allocation requirement on matching contributions described in the SPD shall not apply to eligible employees who are covered under this supplement.

Vesting

A participant shall always be 100% vested in any matching contributions under the Plan, and the earnings (and losses) attributable to those contributions, that are made in accordance with this supplement and allocated to his or her Haggen Union Match Account.

For further information about the matching contributions for labor union employees, or any other Plan-related matter, please contact your labor union representative or the Plan Administrator.

Matching Contributions Supplement for Labor Union Employees Haggen IBTL No. 38 Supplement

This document supplements the Summary Plan Description (“SPD”) for the Albertsons Companies 401(k) Plan (the “Plan”). This supplement describes the matching contribution provisions under the Plan that generally is applicable to the following eligible labor union employees:

- Haggen employees represented by International Brotherhood of Teamsters Local No. 38

In the event of any conflict between the terms of the SPD and the terms of this supplement, this supplement shall control. Unless otherwise provided below, the terms of the SPD apply to the eligible labor union employees covered by this supplement.

Matching Contributions Amount

Matching contributions for eligible Haggen employees who are represented by International Brotherhood of Teamsters Local No. 38 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 after-tax contributions, if any, for the pay period, provided that the total amount for the pay period shall not exceed 5% of such active participant’s Plan eligible compensation paid by a Participating Company for such pay period.

Such matching contributions shall be allocated to the participant’s Haggen Union Match Account.

Allocation Conditions

The last day of the Plan Year allocation requirement on matching contributions described in the SPD shall not apply to eligible employees who are covered under this supplement.

Vesting

A participant shall always be 100% vested in any matching contributions under the Plan, and the earnings (and losses) attributable to those contributions, that are made in accordance with this supplement and allocated to his or her Haggen Union Match Account.

For further information about the matching contributions for labor union employees, or any other Plan-related matter, please contact your labor union representative or the Plan Administrator.

Matching Contributions Supplement for Labor Union Employees Shaw's UCFW Lo. 791 Supplement

This document supplements the Summary Plan Description ("SPD") for the Albertsons Companies 401(k) Plan (the "Plan"). This supplement describes the matching contribution provisions under the Plan that generally is applicable to the following eligible labor union employees:

- Shaw's employees represented by United Food and Commercial Workers Local 791, Wells Distribution Center or Methuen Distribution Center

In the event of any conflict between the terms of the SPD and the terms of this supplement, this supplement shall control. Unless otherwise provided below, the terms of the SPD apply to the eligible labor union employees covered by this supplement.

Matching Contributions Amount

Eligible Shaw's employees who are represented by United Food and Commercial Workers Local 791, Wells Distribution Center or Methuen Distribution Center shall receive matching contributions in an amount equal to 25% of such active participant's pre-tax contributions and Roth after-tax contributions, if any, for the Plan Year, provided that the total amount for the Plan Year shall not exceed 4% of such active participant's Plan eligible compensation paid by a Participating Company for such Plan Year.

Such matching contributions shall be allocated to the participant's Matching Account.

Vesting

Any matching contributions, and the earnings (and losses) attributable to those contributions, that are made in accordance with this supplement and allocated to a participant's Matching Account shall vest according to the following schedule:

Years of Vesting Service	% Vesting of Employer Matching Contributions
Less than 2	0%
2 but less than 3	50%
3 or more	100%

For further information about the matching contributions for labor union employees, or any other Plan-related matter, please contact your labor union representative or the Plan Administrator.

Matching Contributions Supplement for Labor Union Employees Jewel UFCW Los. 431/536 Supplement

This document supplements the Summary Plan Description (“SPD”) for the Albertsons Companies 401(k) Plan (the “Plan”). This supplement describes the matching contribution provisions under the Plan that generally is applicable to the following eligible labor union employees:

- 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

In the event of any conflict between the terms of the SPD and the terms of this supplement, this supplement shall control. Unless otherwise provided below, the terms of the SPD apply to the eligible labor union employees covered by this supplement.

Matching Contributions Amount

Eligible Jewel part-time employees who are represented by United Food and Commercial Workers Local 431, Quad City Meat or United Food and Commercial Workers Local 536, Springfield/Bloomington who satisfy the allocation conditions described below shall receive matching contributions in an amount equal to a percentage, determined annually, of each dollar such participant contributes to the Plan after becoming eligible to receive employer matching contributions, not to exceed 7% of his or her Plan eligible compensation for the Plan Year, provided that such amount shall not be less than \$240 for the Plan Year. This means that if a participant covered under this supplement contributes less than \$240 for a Plan Year (including \$0), such participant shall still receive \$240 for the Plan Year if he or she satisfies the allocation conditions described below.

Such matching contributions shall be allocated to the participant’s Matching Account.

Allocation Conditions

In addition to the last day of the Plan Year allocation requirement on matching contributions described in the SPD, any participant who is covered under this supplement must work a minimum of 870 hours of service during the Plan Year in order to receive any matching contributions for such Plan Year.

Vesting

Any matching contributions, and the earnings (and losses) attributable to those contributions, that are made in accordance with this supplement and allocated to a participant’s Matching Account shall vest according to the following schedule:

Years of Vesting Service	% Vesting of Employer Matching Contributions
Less than 2	0%
2 but less than 3	50%
3 or more	100%

For further information about the matching contributions for labor union employees, or any other Plan-related matter, please contact your labor union representative or the Plan Administrator.