

UNITED SUPERMARKETS, LLC.

SHORT TERM DISABILITY PLAN

Effective Date of Plan: January 1, 2010

MATRIX
Absence Management, Inc.

a **DELPHI** company

UNITED SUPERMARKETS, LLC.

SHORT TERM DISABILITY PLAN

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I. DEFINITIONS

- A. Accident “Accident” means any Injury that happens unexpectedly, without a deliberate plan or cause resulting in Disability.
- B. Active Employment “Active Employment” means performance by the Team Member of the regular duties of his or her work on any day that is one of the Company’s scheduled work days. A period of Active Employment will also include (i) day(s) of vacation that have been scheduled by a Team Member, and (ii) days that are not the Company’s scheduled workdays, provided the Team Member is in Active Employment on the preceding scheduled workday.
- C. Company “Company” means United Supermarkets, LLC. and any successor thereto. In addition, for the purpose of determining eligibility to participate in the Plan, “Company” also means any subsidiary of United Supermarkets, LLC. which the officers of United Supermarkets, LLC., in their sole discretion, authorize to participate in the Plan.
- D. Disability “Disability” means any physical or mental condition arising from Injury, Illness, or pregnancy that renders a Team Member incapable of performing the material duties of his or her regular job or any reasonably related job, or of earning at least 80% of his or her pre-Disability Earnings. A Team Member will also be considered to have sustained a Disability if:
1. he or she is ordered not to work by written order from a state or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease; or
 2. he or she has been referred or recommended by competent medical authority to participate as a resident in either an alcohol abuse treatment program or drug abuse treatment program, or to participate in an outpatient program for the treatment of drug or alcohol abuse which requires attendance for a minimum of five (5) days per week for a minimum of six (6) hours per day.

A Team Member will not be considered disabled if (i) he or she is performing work of any kind for remuneration or profit unless with the prior approval of the Plan Administrator, or (ii) he or she declines alternative employment by the Company which is within the Team Member’s capabilities and, as determined solely by the Company, has status and compensation comparable to the Team Member’s previous job.

- E. Earnings “Earnings” mean a Team Member’s average weekly base salary or hourly pay, excluding bonuses, overtime, or any other additional compensation as of the date immediately preceding the onset of Disability.
- F. Effective Date “Effective Date” of the Plan means January 1, 2010.
- G. ERISA “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or as it may be amended from time to time, and rules and regulations promulgated thereunder.
- H. Health Care Professional “Health Care Professional” means a Physician or other Health Care Professional licensed, accredited, or certified to perform specified health services consistent with State law.
- I. Illness “Illness” means sickness, disease, pregnancy or complications resulting from pregnancy.
- J. Injury “Injury” means a bodily impairment resulting directly from an Accident and independently of all other causes.
- K. Objective Medical Evidence “Objective Medical Evidence” means a measurable abnormality which is evidenced by one or more standard medical diagnostic procedures including laboratory tests, physical examination findings, X-rays, MRIs, EEGs, ECGs, CAT scans or similar tests that support the presence of a Disability or indicate a functional limitation. Objective Medical Evidence does not include physician's opinions based solely on the acceptance of subjective complaints (e.g. headache, fatigue, pain, nausea), age, transportation, local labor market and other non-medical factors. To be considered an abnormality, the test result must be clearly recognizable as out of the range of normal for a healthy population; the significance of the abnormality must be understood and accepted in the medical community.
- L. Occupational Injury or Sickness “Occupational Injury or Illness” means an Injury or Illness that was caused by or aggravated by any employment for pay or profit or any Injury or Illness which the Team Member alleges was caused by any employment for pay or profit.
- M. Physician “Physician” means a physician, surgeon, dentist, podiatrist, osteopathic or chiropractic practitioner, or psychologist who is duly licensed and acting within the scope of his or her practice. “Psychologist” means a licensed psychologist in the state of practice, and who either (1) has at least two years clinical experience in a recognized health setting, or (2) has met the standards of the National Register of the Health Service Providers in Psychology. For the purpose of Disability related to normal pregnancy or childbirth, a midwife, nurse-midwife and a nurse practitioner duly licensed and acting within the scope of his or her practice, are physicians. The Physician may not be the Team Member, a relative by blood or marriage, or a domestic partner.

- N. Plan “Plan” means the United Supermarkets, LLC. Short Term Disability Plan, as herein set forth and as it may be amended from time to time.
- O. Plan Administrator “Plan Administrator” means the Company. The Plan Administrator will also serve as the “named fiduciary” as required by ERISA. The Plan Administrator will serve without compensation.
- P. Plan Year “Plan Year” means the twelve (12) month period ending December 31st.
- Q. Pre-Existing Condition “Pre-Existing Condition” means any Disability for which the Participant had received prescribed medical treatment or attention from a licensed Physician for the condition causing such Disability during the three-month period immediately prior to the Team Member’s Effective Date of Participation.
- R. Team Member “Team Member” means a person who is a full-time employee of the Company regularly scheduled to work at least thirty-two (32) hours per week..

II. PARTICIPATION

- A. Eligibility for Participation A person who is an employee on the Effective Date of the Plan is eligible to participate on the Effective Date, provided that he or she has been in Active Employment with the Company for at least twelve (12) months. A person who becomes an employee after the Effective Date of the Plan is eligible to participate on the first day of the month following twelve (12) months of Active Employment with the Company.
- B. Effective Date of Participation An employee becomes a Plan Participant on the date he or she becomes eligible, provided, however, that if an employee is not in Active Employment on the date that his or her participation would otherwise become effective, his or her participation will be deferred until the date on which he or she returns to Active Employment.
- C. Cessation of Participation A Team Member will automatically cease to participate on the earliest of the following:
1. the date on which the Team Member ceases to be an employee;
 2. the date on which the Team Member commences an unpaid leave of absence, except for a leave taken pursuant to the guidelines of the Family and Medical Leave Act (FMLA) of 1993 or other Company-approved leave. A Team Member may elect to continue coverage for up to six months while on a leave of absence. During this time the Team Member is responsible to pay all premiums in order to keep their coverage in effect;
 3. the last day of the week in which the Team Member requests termination;
 4. the date that the Team Member enters the armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
 5. the date on which the Team Member ceases paying any required Plan contributions;
 6. the date on which the Team Member is placed on layoff status; or
 7. the date on which this Plan terminates.

III. ELIGIBILITY FOR BENEFITS

- A. Elimination Period A Team Member who sustains a Disability will, subject to the provisions of the Plan, become eligible to receive benefits on the later of (i) his or her eighth (8th) consecutive day of Disability due to Illness or his or her first (1st) day of Disability due to Injury, provided the Team Member has been examined by or is under the care of a Physician during some portion of that period.

Recurrent periods of Disability separated by fourteen (14) or fewer calendar days of continuous active full-time employment at the Team Member's normal work schedule will be considered one period of Disability, unless the recurrent Disability is due to an Illness or Injury found by the Plan Administrator to be entirely unrelated to the cause of the previous Disability and commences after return to active full-time employment with the Company for at least one day.

- B. Disability Determination The Plan Administrator will determine whether a Disability exists with respect to a Team Member on the basis of (i) Objective Medical Evidence, (ii) a certificate from the Team Member's Physician, or (iii) any such other information as the Plan Administrator, in its sole discretion, deems relevant to such determination.

Certificates from the Team Member's Physician must contain (i) a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms, (ii) a statement of the medical facts within the Physician's knowledge, based on a physical examination and a documented medical history of the Team Member by the Physician, (iii) the Physician's conclusion as to the Team Member's Disability, and (iv) a statement of the Physician's opinion as to the expected duration of the Disability.

- C. Exclusions No Team Member will be entitled to a benefit under this Plan if:
1. his or her Disability arises out of, relates to, is caused by or results from an intentionally self-inflicted Illness or Injury including attempted suicide;
 2. his or her Disability arises out of, relates to, is caused by or results from an Illness or Injury to which a contributing cause was the Team Member's commission or attempted commission of a felony, or the Team Member's engagement in an illegal occupation;
 3. his or her Disability arises out of, relates to, is caused by or results from an Illness or Injury due to war or any act of war, declared or undeclared, insurrection, rebellion, participation in a riot, or service in the armed forces of any country or international authority;

4. his or her Disability arises out of, relates to, is caused by or results from a Disability due to elective or cosmetic surgery, unless determined to be medically necessary due to the Participant's Injury or Illness as determined by a Physician;
5. his or her Disability arises out of, relates to, is caused by or results from an Occupational Injury or Illness covered by Workers' Compensation or similar coverage for which the Participant would have been eligible if a claim had been filed in a timely manner in accordance with the Company's work injury plan;
6. his or her Disability arises out of, relates to, is caused by or results from a Pre-Existing Condition. Provided; however, that the Pre-Existing limitation will not apply once he or she has been a Plan Participant for twelve (12) months or if the Team Member enrolled during the first twelve (12) months of full-time active service;
7. the Team Member is receiving payment under the Company's sick leave or salary continuance plan;
8. the Team Member is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction under a federal, state or municipal law or ordinance;
9. the Team Member is not under the regular and continuous care and treatment of a Physician, unless the Plan Administrator determines that such regular and continuous care and treatment are not medically indicated given the nature of the Disability; or
10. the period of Disability begins when the employee is not a Team Member in the Plan.

IV. DISABILITY BENEFITS

- A. Amount of Benefit Subject to reduction as hereinafter provided, the amount of weekly benefit for which a Team Member is covered under the Plan will be equal to 60% of the Team Member's weekly Earnings subject to a maximum weekly benefit of \$1,731.

For each day of any period of Disability for which benefits are payable and which is less than a full week, the amount of benefit payable will be 1/7th of the amount of the weekly benefit.

- B. Benefits During Partial Disability or Partial Return to Work A Participant who has returned to work for the Company on a part-time basis, and who is working fewer hours than he or she is regularly scheduled to work, may receive benefits under this Plan. Such benefits will be equal to the benefit which the Participant would otherwise be entitled, reduced by the amount that such income plus benefits exceed the Participant's Earnings. In no event will a Participant receive benefits under the Plan in an amount greater than 100% of the Participant's weekly Earnings.

- C. Reductions to the Amount of Benefit The Disability benefit will be reduced by any of the following which are available to the Team Member, or to the Team Member's spouse or child(ren) if applicable, for the same period for which the Disability benefit is payable hereunder:

1. primary and dependent disability or retirement benefits under the Federal Social Security Act, or any similar plan or act; provided, however, that any cost-of-living increases in such benefits, effective after the initial reduction in the Plan benefit, will not serve to further reduce the Plan benefit;
2. benefits under a State disability plan or a Company plan established in lieu thereof;
3. benefits under any plan, fund or other arrangement, by whatever name called, providing disability benefits pursuant to any compulsory benefit act or law of any government; and
4. disability or retirement benefits under any other Company-sponsored or Company-funded plan.

If a Team Member is or might be entitled to any of the above-itemized benefits, the full Plan benefit will be paid upon receipt by the Plan Administrator of (i) evidence that the Team Member has applied for such benefits and (ii) an executed agreement to reimburse the Plan, up to the amount of payments made, immediately upon receipt of such benefits.

If a Team Member fails to apply for any of the above-itemized benefits to which he or she might be entitled, the Plan benefit will be reduced by the amount of the benefit which the Team Member would have received had application been made. Determination of the amount of such benefit will be made by the Plan Administrator.

D. Acts of Third Parties In the event that a Team Member is injured through the acts or omissions of another person or organization, benefits under the Plan will be provided only on condition that the Team Member agrees in writing to the following:

1. to reimburse the Plan, for the full amount of payments made under the terms of the Plan, immediately upon receipt of the proceeds of any settlement of, or judgment in, an action at law, arbitration, claim, or other proceeding to determine his or her rights of recovery arising out of his or her injury, net of his or her reasonable expenses in collecting such amount including reasonable attorney's fees, and net of any amounts which are allocated by terms of any judgment for the payment of unreimbursed medical expenses; he or she will execute and deliver instruments and papers and do whatever else is reasonably necessary to secure the rights of the Plan to reimbursement out of such proceeds, and he or she will do nothing to prejudice such rights;
2. to provide the Plan with a lien against payments to be made in the future under the Plan equal to the proceeds described above, less any amount paid to the Plan by way of reimbursement; and
3. to provide the Plan with a credit against payments to be made in the future under the Plan equal to the proceeds described above, less any amount paid to the Plan by way of reimbursement.

E. Commencement and Duration of Benefits Benefits will be payable as of the first day that a Team Member becomes eligible to receive benefits and applies therefor. Thereafter, benefits will be payable until the earliest of the following:

1. the date following a period of twenty-six (26) weeks of Disability;
2. the date on which the Team Member begins earning more than 99% of his or her weekly Earnings;
3. the date of the Team Member's death; or
4. the date the Disability ceases to exist.

F. *Discontinuance and Resumption of Benefits* Benefits will be discontinued on the date, as determined by the Plan Administrator, that any of the following has occurred:

1. the Team Member has refused to undergo a medical examination; failure by the Team Member to undergo a scheduled medical examination following a written request by the Plan Administrator to do so will be considered a refusal;
2. the Team Member has refused to provide information requested in writing by the Plan Administrator for the purpose of determining whether the Team Member is entitled to benefits under the Plan; failure to furnish such information within thirty (30) days after such information has been requested will be considered a refusal;
3. the Team Member has refused to follow or has rejected the treatment plan recommended by his or her Physician, unless the Team Member disputes such treatment plan in good faith and on the advice of another Physician;
6. the Team Member is no longer under the regular and continuous care and treatment of a Physician, unless such regular and continuous care and treatment are not medically indicated, given the nature of the Disability; or
5. the Team Member has knowingly misstated or provided false information or materials to the Plan Administrator in order to receive benefits.

Benefits, which have been discontinued in accordance with the above, may resume if the reason for discontinuance ceases to apply. In no event, however, will benefits be paid for the period during which the Team Member was not in compliance with the Plan unless the Plan Administrator determines that the Team Member's failure to comply was due to reasonable cause.

G. *Suspension and Reinstatement of Benefits* Benefits will be suspended as of the date of any medical examination conducted pursuant to Section V.F. If the Plan Administrator, on the basis of the results of such examination, determines that eligibility for benefits continues, benefits will be reinstated as of the date of the medical examination.

H. *Overpayments* In the event the calculation of a benefit under the Plan results in an overpayment to the Team Member, the Team Member will be required to repay such overpayment. The Company will make reasonable arrangements with the Team Member or his or her legal representative(s) for the repayment to the Plan, including, but not limited to, the reduction of future benefits under the Plan or the reduction of future pay from the Company.

V. PAYMENT OF BENEFITS

- A. Application for Benefits To be entitled to any benefits under the Plan, a Team Member must comply with such procedures and requirements as the Plan Administrator may have prescribed with respect to the completion and filing of an application for such benefits and submission of evidence that the Team Member is entitled to such benefits. The Plan Administrator may require information with respect to the Team Member's age, address, marital status, dependents, employment record, medical history and evidence that the Team Member has applied for any benefits which would serve to reduce benefits under this Plan.

The Plan Administrator may require any other information reasonably relevant to a determination of whether the Team Member is eligible to receive benefits and may also require written authorization to obtain:

1. information from the Team Member's Physician or Physicians with respect to his or her physical condition, diagnosis, prognosis, date of expected return to work and related matters;
 2. relevant medical records on file in any hospital, Physician's or government office; and
 3. such other records from any company having information reasonably relevant to a determination.
- B. Time Limit for Application for Benefits An application for benefits must be filed no later than thirty (30) days after the date benefits may become payable under the Plan unless it is not reasonably possible for the Team Member or his or her representative to do so.

If the Team Member or his or her representative fails to provide the information as required above, benefits will not be paid for the period during which the Team Member was not in compliance with the Plan unless the Plan Administrator determines that the Team Member's failure to comply was due to reasonable cause. However, in no event will an application be accepted by the Plan Administrator if such application or certificate is filed more than twelve (12) months after the date benefits may become payable.

- C. Claim Processing Upon receipt of the Team Member's application, the Plan Administrator will make a determination as to the eligibility of the Team Member for benefits. If the Plan Administrator determines that a Team Member is not eligible for benefits, the Team Member will be provided with written notification of the denial within forty-five (45) days after receipt of the application. The notice will be written in a style and manner calculated to be understood by the Team Member. The notice of denial will set forth:

1. the specific reason or reasons for the denial;

2. specific references to pertinent Plan provisions on which the denial is based;
3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such material or information is necessary; and
4. an explanation of the Plan's claim review procedure.

D. Claim Review Procedure Any Team Member or the representative of a Team Member whose claim has been denied will have the right to request a review of the decision made on his or her claim. Such request must:

1. be in writing;
2. be filed within one hundred eighty (180) days after receipt of the written decision;
3. set forth all of the grounds upon which the request for review is based and any facts in support thereof; and
4. set forth any issues or comments, which the Team Member deems pertinent to his or her claim.

The Team Member or his or her representative may review documents pertinent to the claim.

Upon receipt of the request for review of the decision, the Plan Administrator will consider the written request and provide the Team Member with a written decision within forty-five (45) days after receipt of the request for review. This review:

1. shall give no weight to the initial adverse benefit determination;
2. will be rendered *de novo*, with a review of the entire file, including any new materials and arguments submitted since the initial adverse benefit determination;
3. will be rendered by an appropriately named individual who neither made the adverse benefit determination that is the subject of the appeal, nor is the subordinate of that individual; and
4. will be rendered in consultation with a Health Care Professional who has appropriate training and expertise in the field of medicine involved in the medical judgment, if the initial adverse benefit determination was made in consultation with a Health Care Professional and if the adverse benefit determination is based in whole or in part on a medical judgment; and

5. will be rendered with the consultation of a Health Care Professional who was not the individual consulted during the adverse benefit determination that is the subject of the appeal, nor the subordinate of that individual, if the initial adverse benefit determination was made in consultation with a Health Care Professional.

Should additional time be required in which to review the Team Member's request, the Team Member will be notified on or before the date the forty-five (45) day period expires. The extension notification sent to the Team Member will indicate (i) the special circumstances requiring an extension, and (ii) the date and time by which the Plan Administrator expects to render a determination on review. In no event, however, will the written decision be issued more than ninety (90) days after the request for review is received. The decision of the Plan Administrator on any benefit claim will be final and conclusive upon all persons.

E. Notification of Benefit Determination Upon Review If, on review, the Plan Administrator determines that a claimant is not eligible for benefits, the claimant will be notified in writing within the time frames set forth in Section IV. D. above. The notification will be written in a manner designed to be understood by the claimant and will set forth the following:

1. the specific reason or reasons for the denial;
2. specific references to pertinent Plan provisions on which the denial is based;
3. a statement that the claimant is entitled to receive, upon request, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;
4. a statement of the right to bring a civil action under Section 502(a) of ERISA;
5. if applicable, the rule, guideline, protocol or similar criterion on which the denial was based (or a statement that a copy of such is available, on request); and
6. if applicable, the identity of any medical or vocational expert(s) whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, whether or not the advice was relied upon in making the determination.

- F. Medical Examinations The Plan Administrator may require that a Team Member applying for benefits submit to an examination by a Physician designated by the Plan Administrator, for his or her medical opinion as to whether the Team Member is disabled so as to meet the eligibility requirements under the Plan for benefits. Re-examinations of a Team Member receiving benefits may be directed by the Plan Administrator from time to time for the purpose of assisting the Plan Administrator in determining whether continued eligibility for such benefits exists. The fees of such Physician and the expenses of such examination will be paid by the Plan.
- G. Legal Action A Team Member may not pursue legal action against the Plan Administrator any earlier than sixty (60) days after proof of loss has been provided, nor any later than three (3) years after written proof of loss is required or after the length of time stated in the applicable Statute of Limitations, if such time is longer than three (3) years.
- H. Non-Alienation of Benefits To the extent permitted by law, no benefit payable at any time under the Plan will be assignable or transferable, or subject to any lien, in whole or in part, either directly or by operation of law or otherwise, including, but not limited to, execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner. No benefit payable under the Plan will be liable for, or be subject to, any obligation or liability of any Team Member.
- I. Payment to Representative In the event that a guardian, conservator, committee or other legal representative has been duly appointed for a Team Member entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor. Any such payment so made will be in complete discharge of the liabilities of the Plan therefor, and the obligations of the Plan Administrator and the Company.
- J. Payment In the Event of Death In the event of the death of the Team Member, any payments due under this Plan as a result of the Team Member's Disability will be made to his or her beneficiary as noted in the Team Member's group life insurance policy or, if no such policy exists, to the Team Member's spouse. If payments cannot be made under either of the above methods, payment will be made to the Team Member's estate.

VI. PLAN FINANCING

- A. Team Member Contributions Team Members will be required to make contributions to the Plan. However, if a Team Member elects to continue his or her coverage for an additional six months following his or her initial leave of absence, the Team Member will be required to pay the premium for such coverage as determined by the Company.

- B. Company Contributions Disability benefit payments and such other costs as are determined necessary to properly maintain and operate the Plan will be paid out of a trust fund established by the Company.

VII. ADMINISTRATION AND RESPONSIBILITY

- A. *Duties of the Plan Administrator* The Plan Administrator will have, at its discretion, exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. Specifically, the Plan Administrator will:
1. be responsible for the compilation and maintenance of all records necessary in connection with the Plan;
 2. determine eligibility for benefits under the Plan, and compute and authorize the payment of such benefits as they become payable;
 3. decide questions relating to the eligibility of employees to become Team Members;
 4. engage such legal, actuarial, accounting and other professional and clerical services as may be necessary or proper; and
 5. interpret this instrument and make and publish such uniform and non-discriminatory rules for administration of the Plan as are not inconsistent with the provisions of this instrument.
- B. *Delegation of Duties* The Plan Administrator may, from time to time, delegate any of the rights, powers, and duties of the Plan Administrator (including fiduciary responsibilities) with respect to the operation and administration of the Plan to one or more committees, individuals or entities. If the Plan Administrator delegates any rights, powers or duties to any person, such person may from time to time further delegate such rights, powers and duties to any other person. If any right, power or duty is delegated to more than one person, such persons may from time to time allocate among themselves any such right, power or duty. Any allocation or delegation of fiduciary responsibilities under the Plan will be terminable upon such notice as the Plan Administrator, in its sole discretion, deems reasonable and prudent.
- C. *Decisions and Rules* The decisions of the Plan Administrator made in good faith upon any matter within the scope of its authority will be final, but the Plan Administrator at all times in carrying out its decisions will act in a uniform and nondiscriminatory manner.

- D. *Fiduciary Duties* In performing its duties, the Plan Administrator will act solely in the interest of the Team Members:
1. for the exclusive purpose of providing benefits to Team Members and defraying reasonable expenses of administering the Plan;
 2. with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
 3. in accordance with the documents and instruments governing the Plan, insofar as such documents and instruments are consistent with the provisions of ERISA.
- E. *Liability; Indemnification* The Plan Administrator will not be liable for any act, omission, determination, or construction made by itself or by its designated counsel, agents, or other employees, except for willful misconduct. Nothing herein, however, will be construed as purporting to relieve the Plan Administrator or any other fiduciary under the Plan, or any officer or director of the Company, or any agent thereof, from responsibility or liability for any responsibility, obligation, or duty imposed by ERISA. The Company will indemnify and hold harmless any person to whom any fiduciary duty is delegated from and against any and all liabilities, claims, demands, costs and expenses (including attorneys' fees) arising out of an alleged breach in the performance of its fiduciary duties under the Plan, other than such liabilities, claims, demands, costs and expenses as may result from the gross negligence or willful misconduct of such person. The Company will have the right, but not the obligation, to conduct the defense of such person in any proceeding to which this Section applies.

VIII. MISCELLANEOUS

- A. *Permanence of the Plan* The Company intends to continue the Plan indefinitely, but will not be under any obligation or liability whatsoever to continue to maintain the Plan for any given length of time. The Company may, in its sole discretion, terminate the Plan any time without any liability whatsoever for such action. If the Plan is terminated, the termination will not affect the rights of any Team Member to claim benefits with respect to a Disability incurred prior to such termination.
- B. *Right to Amend* The Company reserves the power and right, at any time or times to amend any or all of the provisions of the Plan to any extent and in any manner it will deem advisable.
- C. *Nonguarantee of Employment* The adoption and maintenance of the Plan will not be considered to be a contract between the Company and any Team Member. Therefore, no provision of the Plan will give any Team Member the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Team Member at any time irrespective of the effect such discharge may have upon an employee as a Team Member or prospective Team Member under the Plan. In addition, no provision of the Plan will be considered to give the Company the right to require any Team Member to remain in its employ, or to interfere with any Team Member's right to terminate his or her employment at any time.
- D. *Titles* Titles are for reference only. In the event of a conflict between a title and the content of a Section, the content will control.
- E. *Governing Law* The Plan will be construed, administered and governed in all respects in accordance with ERISA and other pertinent federal laws and in accordance with state law to the extent not preempted by ERISA. If any provision of this Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan will continue to be fully effective.
- F. *Gender and Number* Wherever used in this Plan, the masculine gender will include the feminine gender and the singular will include the plural, unless the context indicates otherwise.

IX. ERISA

Plan Team Members have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that Plan Team Members are entitled to:

A. Receive Information About Your Plan and Benefits

Examine all benefit plan documents without charge. These documents, including insurance contracts and collective bargaining agreements, are available for inspection at the Plan Administrator's office and at other specified locations. Copies of all documents filed with the U.S. Department of Labor, such as annual reports (Form 5500 Series) and Plan descriptions, are also available for review at the Public Disclosure Room of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration).

Obtain copies of all Plan documents and other documents and information relating to 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 these copies.

Receive a summary of the Plan's annual financial reports. The Plan Administrator is required by law to furnish each Team Member with a copy of this summary annual report.

B. Prudent Actions by Fiduciaries

In addition to creating rights for Plan Team Members ERISA imposes duties on those who are responsible for the operation of the Plan. These people called "fiduciaries" have a duty to operate the Plan prudently and in the best interest of you and other Plan Team Members and beneficiaries. Fiduciaries who violate ERISA may be removed and required to make good on losses they have caused the Plan.

No one, including your employer or any other person, may fire or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

C. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the

materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. *Assistance with Your Questions*

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

UNITED SUPERMARKETS, LLC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____