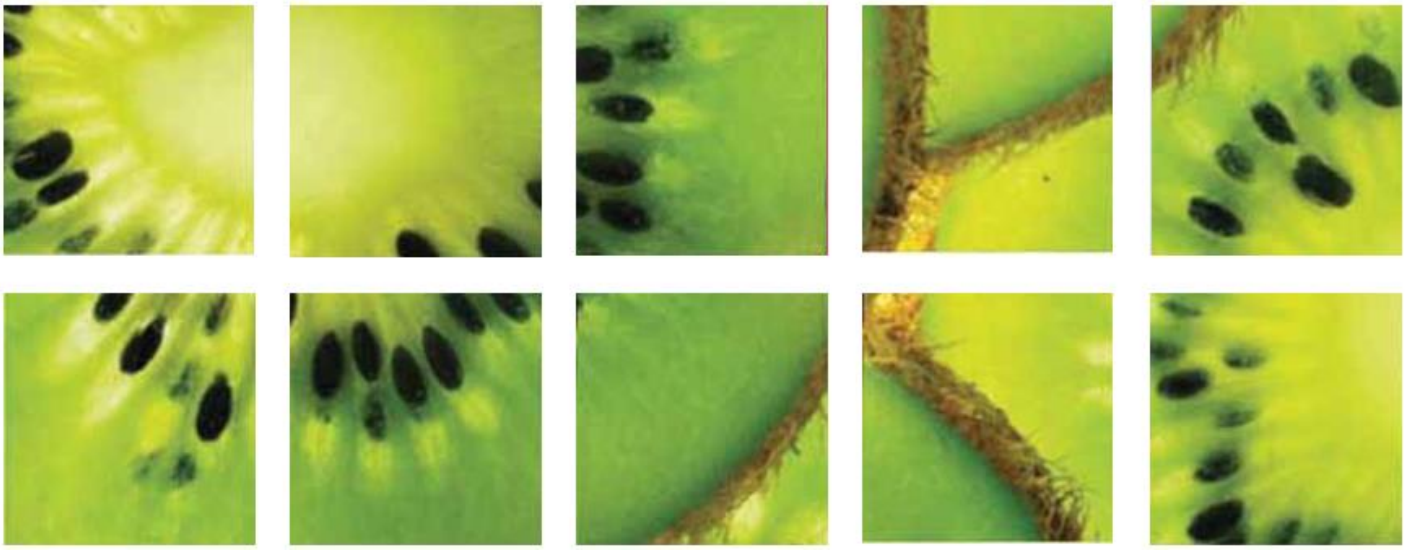
SUPERVALU

summary plan description

SUPERVALU STAR 401(k) Plan

Save Toward Active Retirement



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About This Booklet

This summary of the SUPERVALU STAR 401(k) Plan describes the major features of the Plan and is not intended to cover every detail of the Plan. The complete and official terms of the Plan are contained in the document entitled "SUPERVALU STAR 401(k) Plan," as amended from time to time. Only that document will be used to administer the Plan and resolve any disputes about how the Plan operates. A copy of the Plan document is available for inspection during regular business hours at the business office of your employer or at the business office of SUPERVALU INC. at 11840 Valley View Road, Eden Prairie, MN 55344, Telephone: 1-800-969-9688.

Additional information about the Plan may be obtained:

- by writing to:
  SUPERVALU STAR 401(k) Plan Administrator
  P.O. Box 5166
  Boston, MA 02206-5166;
- by calling 1-888-STAR-088 (1-888-782-7088); or
- by visiting the Plan website at **www.supervalustar401k.com**

About the SUPERVALU STAR 401(k) Plan

The SUPERVALU STAR 401(k) Plan (the "Plan") was created to help develop retirement savings for participants and their beneficiaries. The Plan allows participants to contribute a portion of their pay to the Plan, to receive Matching Contributions from the Company (if eligible), to receive any Profit Sharing Contributions the Company may choose to make, and to invest contributions in their accounts among the various investment options offered by the Plan. Plan contributions are held in a trust fund separate from the Company.

When Can I Become A Participant In The Plan?

Employees are eligible to enroll in the Plan if they are employed by a participating employer and have:

(i) completed 90 consecutive days of employment since their hire date, and
(ii) completed 250 paid hours within a 90-day computation period (the 90-day computation periods begin on the hire date and on the first day after that first 90-day period and subsequent 90-day periods), and
(iii) reached age 21.

Example:

If your first day of employment is July 5, 2018, you would be eligible to become a participant on October 3, 2018, if you worked 250 hours during the 90-day period after your hire date and you are at least age 21.

Under an alternative rule, employees become participants upon completion of 1,000 hours of service during a 12-month computation period. The first computation period is the 12-month period from your date or hire and subsequent computation periods begin on the first day of each Plan Year.

If you were a previous participant in this Plan or in any prior plan that has been merged into this Plan (e.g., various Albertson's or Unified Grocers plans), you will become a participant immediately upon rehire by a participating employer.

Independent contractors and leased employees, even if later determined to be common law employees of the Company, are not eligible to participate in the Plan.

Special Rules for Certain Non-Union Employees of an Acquired Employer

As of June 23, 2017, an employee of Unified Grocers that continues to be employed by SUPERVALU will be immediately eligible to participate in this Plan. As of January 27, 2018, an employee of Associated Grocers of Florida, Inc. that continues to be employed by SUPERVALU will be immediately eligible to participate in this Plan.

Special Rules for Employees Represented by Labor Unions

Employees represented by a labor union are eligible to participate in the Plan only if the collective bargaining agreement provides for participation. If your collective bargaining unit participates in the Plan, all the rules in the Plan will apply to your unit except as specified in Appendix A at the end of this summary.

What Contributions Will I Receive After I Become A Participant?

Eligible participants may make the following types of contributions in the Plan: before-tax contributions, catch-up contributions (if eligible) and rollover contributions. Participants may also be eligible for company Matching Contributions and/or Discretionary Company pay-based contributions known as Profit Sharing Contributions.

Before-tax Contributions

As a participant, you can elect to contribute up to 50% of your Recognized Compensation in 1% increments to the Plan on a "before-tax" basis. If you are considered a highly compensated employee, your contributions may be further limited, and you will be notified if that is the case.

Before-tax means that the Recognized Compensation you choose to contribute to the Plan will not be considered wages subject to federal income taxes. These contributions will, however, be subject to Social Security taxes so that contributing will not reduce your Social Security benefits. Whether these contributions are subject to state tax will depend on your state law.

If you were hired before January 1, 2015 and you became eligible for the Plan and, you did not make an election to contribute a percentage of your Recognized Compensation to the Plan (and did not decline to contribute), you were automatically enrolled in the Plan at a before-tax contribution rate of 3% of your Recognized Compensation. That Automatic Election was effective no later than the earlier of (i) the pay date for the second payroll that began after you received notice of the Automatic Election arrangement or (ii) the pay date that occurred on or immediately after the thirtieth (30th) day following such notice. If you are hired on or after January 1, 2015, this automatic election does not apply to you.

Until January 1, 2015, if you were automatically enrolled in the Plan and did not change or cancel these automatic contributions, your contribution rate was increased every year by 1% on the anniversary of your automatic enrollment up to a maximum of 10% of your Recognized Compensation. These automatic increases ceased in early January 2015, meaning that, the rate you were at is the rate at which you will continue to contribute to the Plan, unless and until you make an alternate election.

Example:

You were automatically enrolled at a 3% contribution rate on January 15, 2013. On January 15, 2014, this rate was automatically increased to 4% and remained at 4% on January 1, 2015. No further automatic increases will apply to your contribution rate. Your contribution rate will remain at 4% unless and until you change it. If you fail to make an alternative election, your contributions are automatically invested in the Retirement Portfolio with the date closest to your 65th birthday, which is considered the Plan's "qualified default investment alternative."

"Recognized Compensation" generally means all wages, salary and other compensation (before income and Social Security withholding taxes) paid to you by your employer while you are a participant in this Plan. Recognized Compensation includes any amounts that would have been paid to you if you were not making before-tax contributions to this Plan or any other retirement plan or to any "cafeteria" plan of the employer.

Recognized Compensation does not include:

- reimbursements or other expense allowances,
- welfare and fringe benefits (cash and noncash), including third party sick pay and income imputed from insurance coverages and premiums, payments for vacation or sick leave accrued but not taken, and any final payments on account of termination of employment (including severance pay),
- moving expenses,
- amounts deferred into or paid from a deferred compensation plan, and
- amounts realized from the exercise of stock options or upon the vesting of restricted stock.

You can change or stop your before-tax contributions and/or investment elections at any time by calling the Plan Information Line at 1-888-782-7088 or by logging on to the Plan website at **www.supervalustar401k.com**. You can call virtually 24 hours a day. Specify the percentage of before-tax contributions you want deducted from your paycheck and the funds in which you want those contributions invested. You'll receive confirmation of your transaction, which will be effective as of the next possible payroll period.

Catch-up Contributions

If you will be age 50 or older by the end of the calendar year, you may elect to contribute an additional percentage or set dollar amount of your Recognized Compensation each pay period on a before-tax basis. These contributions are known as "catch-up" contributions and they allow eligible participants to exceed certain limits that would otherwise apply to contributions, such as the $19,000 annual limit in 2019 on before-tax contributions. Catch-up contributions are subject to an annual limit which is adjusted for inflation from time to time by the Internal Revenue Service. For 2019, the limit on catch-up contributions is $6,000.

You can change your catch-up contribution rate at any time by calling the Plan Information Line at 1-888-782-7088 or by accessing the Plan website at **www.supervalustar401k.com**. Any change you make will take effect the next available payroll period after your request is received.

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. Your rollover contribution will be credited to your Rollover Account. Rollover contributions are permitted for any employees, not just employees who have qualified as participants in the Plan.

Company Matching Contributions

3% MATCHING CONTRIBUTION:

Salaried or hourly employees in a SUPERVALU corporate, banner, region or distribution center office roles are eligible for a matching contribution of 3% of your Recognized Compensation. As of January 1, 2018, for eligible employees at Director level and below, SUPERVALU will contribute $1 for every $1 you contribute up to 1% of your pay during each pay period PLUS an additional annual matching contribution of $.50 for each $1 on the next 4% of Recognized Compensation you contribute. So, if you contribute 5% of your pay, SUPERVALU will contribute 3%.

Example:
You are an employee below Director level and your eligible pay is $1,000 a week ($52,000 annually) and you have elected to contribute 10% of pay. You will receive Matching Contributions calculated weekly and annually as follows:

Weekly Match:
$1,000 x 1% = $10 (first 1 percent contributed)
x 100% match = $10
or annually ($10 x 52 weeks) = $520
Plus
Annual Match:
$52,000 x 4% = $2,080 (2nd through 5th percent contributed) x 50% match = $1,040
Total match ($520 + $1,040) = $1,560
(6th through the 10th percent contributed are not matched)

Additional employer Matching Contributions will be made after the end of the Plan Year if you did not receive the maximum Matching Contributions based on your total elective contributions for the entire year (or, if less, based on your total elective contributions during the period of the year in which you were eligible for a Matching Contribution).

Eligible employees at VP level or higher are eligible for a matching contribution of 3% of your Recognized Compensation. As of January 1, 2018, for eligible employees at VP level and higher, SUPERVALU will contribute on an annual basis $1 for every $1 you contribute up to 1% of your pay and $.50 for each $1 on the next 4% of Recognized Compensation you contribute. So, if you contribute 5% of your pay, SUPERVALU will contribute 3%. An employee at VP level and higher is only eligible for this matching contribution if (1) the employee was employed on the last day of the Plan Year and completed 1,000 Hours of Service during the Plan Year, or (2) terminated employment during the Plan Year on account of death or after reaching age 65.

Example:
You are an employee at VP level or higher and your eligible pay is $100,000 annually and you have elected to contribute 10% of pay. You will receive Matching Contributions annually calculated as follows:

$100,000 x 1% = $1,000 (first 1 percent contributed)
x 100% match = $1,000
Plus
$100,000 x 4% = $4,000 (2nd through 5th percent contributed) x 50% match = $2,000
Total match ($1,000 + $2,000) = $3,000
(6th through the 10th percent contributed are not matched)

The Plan provided a one-time pro-rata amount of the 3% annual guaranteed matching contribution for the 2018 Plan year upon the closing of the transaction with United Natural Foods, Inc. (UNFI).

3.5% MATCHING CONTRIBUTION:
Store hourly positions, store pharmacy positions and hourly operational distribution center roles are eligible for a matching contribution of 3.5% of your Recognized Compensation. If you are eligible, SUPERVALU will contribute $1 for every $1 you contribute up to the first 1% of your Recognized Compensation PLUS $.50 for each $1 on the next 5% of Recognized Compensation you contribute each pay period. So, if you contribute 6% of your pay, SUPERVALU will contribute 3.5%.

Example:
Your eligible pay is $1,000 a week and you have elected to contribute 10% of pay. You will receive Matching Contributions of $35 a week calculated as follows:

$1,000 x 1% = $10 (first 1 percent contributed)	
x 100% match	= $10
Plus	
$1,000 x 5% = $50 (2nd through 6th percent	
contributed) x 50% match	= $25
Total match ($10 + $25)	= $35
(7th through the 10th percent contributed are not matched)	

Example:
If you earn $500 a week and contribute 6%, your contribution would be $30. The company would contribute another 3.5%, or $17.50. The total amount contributed to the Plan account each week would be $47.50. In one year, that would equal $2,470.

- If you are eligible for a 3.5% Matching Contribution, you should consider contributing at least 6% of Recognized Compensation to the Plan to receive the maximum Company Matching Contribution.

Additional employer Matching Contributions will be made after the end of the Plan Year if you did not receive the maximum Matching Contributions based on your total elective contributions for the entire year (or, if less, based on your total elective contributions during the period of the year in which you were eligible for a Matching Contribution).

5% MATCHING CONTRIBUTION:
Hourly employees of Advantage Logistics USA West, LLC are eligible for a matching contribution of 5% of your Recognized Compensation. If you are eligible, SUPERVALU will contribute $1 for every $1 you contribute up to the first 4% of your Recognized Compensation PLUS $.50 for each $1 on the next 2% of pay you contribute each pay period. So, if you contribute 6% of your pay, SUPERVALU will contribute 5%.

Example:
Your eligible pay is $750 a week and you have elected to contribute 10% of pay. You will receive Matching Contributions of $37.50 a week calculated as follows:

$750 x 4% = $30 (first 4 percent contributed)	
x 100% match	= $30
Plus	
$750 x 2% = $15 (5th and 6th percent	
contributed) x 50% match	= $7.50
Total match ($30 + $7.50)	= $37.50
(7th through the 10th percent contributed are not matched)	

Example:
If you earn $500 a week and contribute 6%, your contribution would be $30. The company would contribute another 5%, or $25. The total amount contributed to the Plan account each week would be $55. In one year, that would equal $2,860.

- If you are eligible for a 5% Matching Contribution, you should consider contributing at least 6% of Recognized Compensation to the Plan to receive the maximum Company Matching Contribution.

Additional employer Matching Contributions will be made after the end of the Plan Year if you did not receive the maximum Matching Contributions based on your total elective contributions for the entire year (or, if less, based on your total elective contributions during the period of the year in which you were eligible for a Matching Contribution).

Note that catch-up contributions are generally not eligible for company Matching Contributions, however certain exceptions apply, so be sure to maximize your regular before-tax contributions first.

UNION EMPLOYEES:
You should refer to Appendix A at the end of this summary or your collective bargaining agreement to see if you are eligible for any company Matching Contributions and, if so, on what basis.

NO MATCHING CONTRIBUTION:
All other participants not listed above will not be eligible for a Matching Contribution. Please note that the Plan document has more detail about which employees are categorized as distribution center operational employees versus office support employees located at a distribution center.

Company Pay-Based Contributions Known as "Profit Sharing" Contributions

The Company is not required to but may make a Profit Sharing Contribution to the Plan for certain participant groups for the Plan Year. Although referred to as Profit Sharing Contributions, such contributions are unrelated to the Company's profits and are discretionary. If you qualify for a Profit Sharing Contribution the Company chooses to make, the amount of the contribution will be a percentage of your Recognized Compensation for that Plan Year up to a maximum of 3%.

Profit sharing contributions do not depend on making before-tax contributions or the amount of your before-tax contributions. To qualify for any Profit Sharing Contribution the Company chooses to make, you must either:

(i) be employed on the last day of the Plan Year and have completed at least 1,000 hours of service during that Plan Year, or
(ii) have terminated employment during the Plan Year on account of death or after reaching age 65.

Profit sharing contributions are invested according to your investment choices. If no investment choice has been made, the Profit Sharing Contributions will be invested in the Retirement Portfolio with the date closest to your age 65 date.

Legal Limits on Contributions

The contributions to the Plan may be limited or refunded in order to comply with tax code limits and to pass any required nondiscrimination or other testing rules. Highly compensated employees may be subjected to lower limits on contributions in order to increase the likelihood of passing the required testing. Also, if you have made an elective deferral to the Plan which would otherwise need to be refunded to you, and you are eligible for a catch-up contribution, your elective deferral will be reclassified as a catch-up contribution to the extent possible and remain in your account rather than be refunded to you. You will be notified if you are subject to these limits or refunds.

Federal law imposes several limits on Plan contributions:

- Before-tax contributions are subject to an annual limit which is adjusted for inflation from time to time by the Internal Revenue Service. For 2019, the limit on before-tax contributions is $19,000. This limit also includes the amount of any similar contributions you made to a retirement plan sponsored by any other employer. Catch-up contributions described above allow eligible participants to exceed this annual limit up to the annual limit on catch-up contributions. For 2019, the limit on catch-up contributions is $6,000.
- Pay which may be considered for Plan purposes each year is subject to an annual limit which is adjusted for inflation from time to time by the Internal Revenue Service. For 2019, the limit on pay is $280,000.
- Total employer and employee contributions credited to you under this Plan and certain similar plans are subject to an annual limit which is adjusted for inflation from time to time by the Internal Revenue Service. In 2018, the total of these contributions cannot exceed $55,000 or 100% of your compensation, whichever is less.
- The Plan must satisfy certain tests that may limit the amount of profit sharing contributed to highly compensated participants. If you are affected by these tests, you will be notified by the Plan Administrator.

How May I Invest My Account In The Plan?

The Plan is intended to constitute a plan described in § 404(c) of ERISA and Title 29 of the Code of Federal Regulations section 2550.404c-1. This means that the trust fund has been divided into several investment funds with particular financial goals. These funds may change from time to time. You direct how your accounts, including any Company Matching Contribution and Profit Sharing Contribution accounts you may be eligible for, are invested among those funds. If you do not have an investment direction in effect and you receive a contribution, the contribution will be invested in the investment fund that has been designated as the Plan's "qualified default investment alternative" or "QDIA".

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

Qualified Default Investment Alternative

If a contribution is made to your account and you do not have an investment election in place, the contribution will be invested in the Plan's "qualified default investment alternative" or "QDIA" which is the Retirement Portfolio corresponding to your date of birth as described below:

Fund Name	Date of Birth Range
Retirement Portfolio	1952 or earlier
2020 Retirement Portfolio	01/01/1953 – 12/31/1957
2025 Retirement Portfolio	01/01/1958 – 12/31/1962
2030 Retirement Portfolio	01/01/1963 – 12/31/1967
2035 Retirement Portfolio	01/01/1968 – 12/31/1972
2040 Retirement Portfolio	01/01/1973 – 12/31/1977
2045 Retirement Portfolio	01/01/1978 – 12/31/1982
2050 Retirement Portfolio	01/01/1983 – 12/31/1987
2055 Retirement Portfolio	01/01/1988 – 12/31/1992
2060 Retirement Portfolio	01/01/1993 or later

For information about how the Retirement Portfolios are invested and change over time and for additional help with questions about the different investment options within the Plan, call the Plan Information Line at 1-888-782-7088 or visit the Plan's website at **www.supervalustar401k.com**.

Information Available

As a Plan participant or beneficiary, you will be given:

- a general description of the investment objectives and risk and return characteristics of each investment fund including information relating to the type and diversification of assets comprising the investment fund;
- information identifying the investment manager of each investment fund;
- 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;
- an explanation of any transaction fees and expenses which affect your account balances in connection with purchases or sales of investments (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees); and
- the name, address and telephone number of the Plan Administrator responsible for providing additional information listed below which the Plan is required to furnish on request.

Upon request to the Plan Administrator, the following additional information will be provided to you or your beneficiary about the investment funds:

- a description of the annual operating expenses of each investment fund (e.g., investment management fees, administrative fees, transaction costs) which reduce your rate of return;
- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment funds to the extent such information is provided to the Plan;
- a list of the assets comprising the portfolio of each investment fund;
- information concerning the current value of the investment funds as well as their past and current investment performance; and
- information concerning the value of the shares or units of the investment funds held in your accounts.

The Benefit Plans Committee is the Plan fiduciary responsible for providing information about investment options available under the Plan. The Benefit Plans Committee has engaged Voya Financial™ to furnish you with information describing the investment funds and the direction you need to make investment choices in your accounts. STAR Plan Investment Fund profile pages are available on the Plan website at **www.supervalustar401k.com**.

Risk of Loss

The Plan allows you to direct the investment of your account.

Your accounts are subject to investment risk. As with all market-based investments, earnings are not guaranteed and you could lose money. You have the entire responsibility for all consequences of your investment directions under this Plan. Investing in the Mutual Fund Window Self-Directed Brokerage Account (MFW) through the Plan also involves risks, including the risk that the fees you pay for maintaining a MFW and for conducting trades will diminish the amount you have invested in the account.

Ways to Make Investment Elections for "New" Money and for Existing Accounts

Investment elections for contributions going into the Plan (including loan repayments) are limited to funds in 1% increments. In addition, a special feature of the Plan allows you to invest the money already in your account (old money) separately from any additional contributions you make (new money).

Example:

You can direct your new money to be split 50-50 between Fund A and Fund B. At the same time, you can have all your old money invested entirely in Fund C.

Simply call the Plan Information Line at 1-888-782-7088 virtually 24 hours a day, 7 days a week, and use the automated service, or you can access the Plan website at **www.supervalustar401k.com** to:

- make investment fund exchanges with old money; and/or
- change the way your future contributions (new money) are to be invested among your investment options.

If you wish to talk with a Customer Service Associate, call the Plan Information Line Monday through Friday from 7:00 AM to 8:00 PM Central Time (excluding New York Stock Exchange holidays).

Frequency of Changes in Investment Elections

You may make investment fund changes with choices for new or existing money at any time. Those changes will be effective as of the next possible payroll period. Although the Plan allows daily trades for most of the investment options, the Benefit Plans Committee may impose such investment and trading restrictions as it deems appropriate.

When Am I Vested In The Funds In My Account?

"Vested" means you have the right to receive the funds when you leave the Company. You are always 100% vested in your before-tax contributions to the Plan and the investment results on that money.

You are 100% vested in any Company Matching Contributions and any Company Profit Sharing Contributions and the investment results on that money after completing two (2) years of vesting service. In addition, you become 100% vested in Company Matching Contributions or any Company Profit Sharing Contributions if you are still employed by the Company and:

- you reach age 65; or
- you become disabled as defined in the Plan; or
- you die.

You also become 100% vested in your account balance if the Plan is terminated while you are an active employee.

Vesting Service

Generally, vesting service is the period of time from your hire date to the date you terminate employment with the Company. For example, if you were hired on July 1, 2018, and remained continuously employed by the Company until July 1, 2020, you would have two (2) years of vesting service.

Exceptions: if you were employed by the Company as of March 21, 2013, you became immediately 100% vested in the Plan whether or not you were eligible for or participated in the Plan at that time. Any unvested employer matching and/or profit sharing contributions became 100% vested on October 22, 2018 for active participants due to the Change in Control provision of the Plan relating to the transaction with UNFI. Any employer and/or profit sharing contributions after October 22, 2018 follow the Plan's vesting schedule.

Effect of Break in Service

If you terminate employment before you are fully vested in your accounts and you do not return to employment within five (5) years (e.g., you have a five (5) year break in service), your post-break service will not count in determining the vested percentage of your pre-break accounts. However, both your pre-break service and your post-break service will count to determine the vested percentage of your post-break accounts.

What Happens to Forfeitures?

If you leave the Company, you may take a distribution of the vested portion of your Plan account. The unvested portion will be forfeited. It may be forfeited at the point you have a five-year period of severance and you are not reemployed before the last day of the Plan Year of the fifth year. It may also be forfeited if you have a total distribution of the entire vested portion of your account. If you have not provided the Plan with a complete and accurate current address for you, necessary to enable benefit payment, you may be considered a lost participant and your account may be forfeited. If you receive a distribution and fail to cash the check within the period of time that the check must be cashed before it becomes stale, as established by the banking institution issuing the check, the amount distributed may be forfeited.

This amount, together with all other participant forfeitures, will be used to offset future employer contributions or, at the discretion of the Company, to pay Plan expenses. If you return to the Company within five years, any forfeited Company contributions can be restored to your Plan account subject to certain repayment requirements. If your forfeiture was due to your being lost or failing to cash a check, your account will be restored without investment earnings or losses.

What If I Become Disabled?

You will be considered to be disabled under the Plan if, within thirty-six (36) months after your last day of active employment with the Company, you provide to the Retirement and Savings Plans Administrative Committee an official written determination by the Social Security Administration that you are (or will be following any waiting period) eligible for disability benefits under the federal Social Security Act.

If you are disabled, you will become fully vested in all your accounts in the Plan, and you will be permitted to take a distribution of all or any part of your accounts at any time.

What If There Is A Change in Control of SUPERVALU INC.?

If there is a Change in Control of SUPERVALU INC., as defined in the Plan document, any employee who is employed as of the date of the Change in Control and who terminates his or her employment for any reason other than for cause during the two years following a Change in Control will be fully vested in their accounts in this Plan.

When Can I Receive Distributions From The Plan If I Am Still Employed?

You can receive amounts from your accounts in the Plan while still employed as follows:

Withdrawal of After-Tax and Rollover Contributions

At any time, you can withdraw amounts from your After-Tax Account (if applicable) or Rollover Account. All or a portion of each withdrawal of this type may be taxed as income and may be subject to an additional 10% early withdrawal penalty tax.

Age 59-1/2 Distribution

When you reach age 59-1/2, you may withdraw any portion of your Plan account. These withdrawals are subject to income tax but are not subject to the 10% early withdrawal penalty tax.

Distributions are taken from your accounts in the following sequence:

- After-Tax Account (if applicable)
- Rollover Account
- 100% Vested Match Account
- 100% Vested Profit Sharing Account
- Qualified Non-Elective Contribution (QNEC) Account
- ESOP Account
- Before-Tax Account
- Company Match Account
- Profit Sharing Account
- Graduated Vesting Profit Sharing Account
- Graduated Vesting Match Account
- Shaw's Profit Sharing Account
- 2007 ASRE Profit Sharing Account
- Pre-2007 ASRE Profit Sharing Account
- 2007 ASRE II Profit Sharing Account
- Pre-2007 ASRE II Profit Sharing Account
- Transfer Account

Hardship Withdrawal

Hardship withdrawals are available to pay for any of the following:

- deductible expenses for medical care incurred by you, your spouse or certain dependents, or necessary to obtain medical care for you, your spouse or certain dependents, or
- costs directly related to the purchase of your principal residence (excluding mortgage payments), or
- tuition, room and board and related educational fees for the next twelve (12) months of post-secondary education for you, your spouse, your children or certain other dependents, or
- payments necessary to prevent your eviction from your principal residence or foreclosure on your principal residence, or
- payments for burial or funeral expenses of your deceased parent, spouse, child or dependent (as defined in section 152 of the Code and without regard to section 152(d)(1)(B) of the Code), or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under section 165 of the Code (without regard to whether the loss exceeds 10% of your adjusted gross income).

If the expenses for medical care, funerals and post-secondary education listed on the prior page would be a hardship for your spouse or dependent, then they will be considered a hardship with respect to any Beneficiary you have affirmatively designated under the Plan on or after January 1, 2008.

Your hardship withdrawal cannot exceed the amount of the immediate and heavy financial need created by the hardship, but it may include amounts necessary to pay any reasonably anticipated federal, state or local income taxes or penalties as a result of the payment. Hardship withdrawals will be made as soon as administratively feasible following approval of your hardship application. The amount you request will be taken from your accounts in the same sequence as above except that no amounts may be taken from your QNEC Account or your Company Match Account and no earnings in the Before-Tax Account after 1988 are available for withdrawal.

You will be required to provide supporting documentation as part of your withdrawal request. These withdrawals are subject to income tax and may also be subject to the 10% early withdrawal penalty tax.

In addition, if you take a hardship withdrawal, you will not be able to make contributions to the Plan for six (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 hardship withdrawal.

Disability

If you are disabled, as defined in the Plan, you can begin to receive distributions from the Plan on the same basis as a terminated employee. See the rules below.

How to Apply

To apply for withdrawals, call the Plan Information Line at 1-888-782-7088 or logon to **www.supervalustar401k.com**. You'll be able to:

- check your Plan account balance to determine how much you can withdraw;
- review the general tax consequences of withdrawals;
- initiate a withdrawal or request a hardship withdrawal application; and
- check if fees may apply to your withdrawal.

Withdrawals can generally be approved over the telephone. If your withdrawal would require amounts to be taken from an account that holds amounts from a merged plan (e.g. Shop 'N Save Warehouse Foods, Inc. Money Purchase Plan, American Stores Company Retirement Plan or ASRE II Plan) that provided for an annuity contract and you are married, spousal consent is required, and you will be sent the required form.

If necessary, you may speak with a Customer Service Associate by calling the Plan Information Line at 1-888-782-7088 Monday through Friday, 7:00 AM to 8:00 PM Central Time (excluding New York Stock Exchange holidays). Once your request for a withdrawal is approved, a check for the withdrawal amount will either be mailed to your home address or deposited directly into your bank account provided you establish direct deposit.

When Can I Receive Distributions After I Terminate Employment?

After you terminate employment, you can begin receiving distributions from your account at any time, but distribution will not begin until you apply.

Exception for Small Accounts

If you terminate employment and your account is less than or equal to $1,000 (including any Rollover Contributions), your account (including any Rollover Contributions) will be paid to you automatically in a lump sum distribution as soon as administratively feasible following termination. You will, however, be given the opportunity to elect a direct rollover of the automatic distribution.

Exception for Required Distributions at Age 70-1/2

Distributions from your account must begin no later than the first day of April following the year in which you attain age 70-1/2, unless you are still working for the Company. If you are still working for the Company at age 70-1/2, distribution must begin when you terminate employment. The law also requires that these distributions be a minimum amount depending on your life expectancy (and the life expectancy of your spouse or other beneficiary, if applicable). After your required date to begin receiving distributions, the Plan Administrator will make any additional distributions each year that are required to satisfy the amount requirement.

How Will I Receive Distributions From My Account?

After your termination of employment with the Company, your Plan account can be paid to you in the following ways:

- monthly, quarterly or annual installments over a specified number of years or in a specified dollar amount;
- partial payments from time to time of not less than $250;
- a single lump sum payment;
- a combination of the above methods;
- annuity contract (but only for certain accounts as explained on page 20).

If you request installments, you may elect to increase or decrease the number or dollar amount of the installments at any time.

Distributions are taken from your accounts in following sequence:

- After-Tax Account
- Rollover Account
- 100% Vested Match Account
- 100% Vested Profit Sharing Account
- QNEC Account
- ESOP Account
- Before-Tax Account
- Company Match Account
- Profit Sharing Account
- Graduated Vesting Profit Sharing Account
- Graduated Vesting Match Account
- Shaw's Profit Sharing Account
- 2007 ASRE Profit Sharing Account
- Pre-2007 ASRE Profit Sharing Account
- 2007 ASRE II Profit Sharing Account
- Pre-2007 ASRE II Profit Sharing Account
- Transfer Account

Taxes

Payments from the Plan are subject to income taxes (except for any after-tax contributions). Generally, federal income tax at the rate of 20% will be withheld from your payment unless your payment is directly rolled over into another qualified plan, an IRA, an annuity plan, or a governmental plan that agrees to account separately for the amount rolled over. You will receive a Special Tax Notice Regarding Plan Payments when you apply for payment. If you receive a payment before you reach age 59-1/2, you will be subject to a 10% penalty tax imposed by the IRS unless an exception applies. It is recommended that you consult with a qualified tax adviser before requesting any payment.

If I Still Have An Account In The Plan When I Die, How Will My Beneficiary Be Paid?

Your designated beneficiary can begin receiving distributions from your account at any time after your death, but distribution will not begin unless and until your beneficiary applies. The same forms of distributions that are available to you (lump sum, partial payments, installments and combination) are also available to your beneficiary:

Exception for Small Accounts

If the balance of your accounts (including any Rollover Contributions) is less than or equal to $1,000, your account (including any Rollover Contributions) will be paid automatically to your beneficiary in a lump sum without application as soon as administratively feasible following your death. Your beneficiary will, however, be given the opportunity to elect a direct rollover of the automatic distribution.

Exception for Required Distributions

If you die before reaching age 70-1/2 and your spouse is the beneficiary, distribution must begin no later than the December 31st of the year following your death or, no later than the December 31st of the year you would have reached age 70-1/2. If your beneficiary is not your spouse, the beneficiary must take a distribution from the Plan within five (5) years of your death. If they want to set up installment payments over a life expectancy, they must do so no later than the December 31st of the year following your death. The law also requires that these distributions be a minimum amount depending on your life expectancy and the life expectancy of the beneficiary. After your beneficiary's required date to begin receiving distributions, the Plan Administrator will make any additional distributions each year that are required to satisfy the amount requirement.

Designating a Beneficiary

When you become a participant in the Plan, you will be provided with instructions for designating a beneficiary online. Paper forms are only allowed for spousal consent (see below). To be valid, your designation must be received by the Plan Administrator during your lifetime. If you have not designated a beneficiary before your death and you are not married, your account will be paid to your heirs or, in some circumstances, to your estate according to rules in the Plan.

Spousal Rights

If you are married at the time of your death, your spouse will have the right to receive your entire benefit unless you have designated another beneficiary and your spouse has consented to that designation. The consent of your spouse must be in writing, witnessed by a notary public, and must acknowledge the effect of you designating another beneficiary. Your spouse's notarized consent can be given at the time you make a designation or at any later time. Forms are available on the Plan website or by calling the Plan Information Line. If you have designated your spouse as your beneficiary, your designation will be automatically revoked upon divorce. After the divorce, you can redesignate your former spouse as your beneficiary if you choose.

Taxes

Payment to your beneficiary is subject to income tax. Payment to a spousal beneficiary is subject to 20% federal income tax withholding unless the payment is directly rolled over into another qualified plan, an IRA, an annuity plan, or a governmental plan that agrees to account separately for the amount rolled over. Payment to a non-spousal beneficiary is not subject to the 20% federal income tax withholding and the payment may be directly rolled over only to an "inherited" IRA. Your beneficiary will receive a Special Tax Notice Regarding Plan Payments before payment is made. Beneficiaries should consult with a qualified tax adviser before requesting payment.

How Can I Take A Loan From My Accounts In The Plan?

You may take out a loan from the Plan whenever you need to, subject to certain limits. The amount you can borrow cannot be less than $1,000 and when added to your highest outstanding loan balance from the Plan (and loans from any previous Plans merged into the Plan) in the last twelve (12) months, cannot be more than the least of the following amounts:

- 50% of the lienable vested account balance less the current outstanding loan balance; or
- 100% of the vested account balance excluding balances in the Mutual Fund Window Self-Directed Brokerage Account (MFW); or
- $50,000 reduced by the highest outstanding loan balance in the last twelve (12) months.

While you don't pay any income tax or penalties on your loan, the amount you borrow is subtracted from your investments. As you repay your loan with interest, you'll begin to share in the funds' investment results on the repaid amount. The Plan allows you to have two (2) outstanding loans at any one time.

Repayment

You have up to five (5) years to repay a general loan or up to ten (10) years if you use the money to buy your principal residence. When, as an active participant, you borrow from your Plan account, you are required to repay your loan with interest through automatic payroll deductions. The interest rate you pay will be the Prime Rate charged by large United States money center commercial banks as published by *The Wall Street Journal* for the last business day of the calendar month preceding the calendar month in which the loan is made plus one percent (1%). As you repay your loan, the principal and interest are credited to your account. Your loan is secured by one-half of your vested account balance. When you take a loan from your account, the money you borrow comes out of your own account, so your balance is reduced by the amount of your loan. If you default on your loan, the IRS considers any outstanding balance as a taxable distribution.

If you are on an authorized leave of absence and your wages are less than the amount of the loan payment, your loan payments can be suspended for up to one (1) year, but no longer than the original loan pay off date. Upon return from the authorized leave, the loan payments will be re-amortized, so that the unpaid balance of the loan will be paid off by the original maturity date of the loan.

If your employment with the Company ends for any reason, you can continue to repay your loan with a certified check, cashier's check, money order or by making recurring loan payments electronically by transferring funds from your bank account to the Plan. If you don't make this arrangement or if you don't repay your loan within ninety (90) days from the date your employment ends, you'll default on the unpaid balance of the loan. The defaulted portion of the loan will be treated as a taxable distribution.

If you wish to completely repay your loan, you can obtain a payoff amount by calling the Plan Information Line at 1-888-782-7088 or by logging on to the Plan website at **www.supervalustar401k.com**.

How to Apply

You may apply for a loan by calling the Plan Information Line at 1-888-782-7088, virtually 24 hours a day, 7 days a week, or by logging on to the Plan website at **www.supervalustar401k.com**. Through the automated telephone service or the website, you'll be able to:

- check your Plan account balance to determine how much you can borrow;
- evaluate repayment terms for various loan amounts over different periods of time; and
- initiate your loan. You will be charged a one-time initiation fee of $50 for each new loan. Fees are subject to change. A form with instructions will be required for a 10-year residential loan.

Your loan may be approved over the telephone or through the website. If necessary, you may speak with a Customer Service Associate by calling the Plan Information Line at 1-888-782-7088 Monday through Friday, from 7:00 AM to 8:00 PM Central Time (excluding New York Stock Exchange holidays). Once your request for a loan is approved, a check for the loan amount will either be mailed to your home address or deposited directly into your bank account provided you establish direct deposit.

How And When Is My Account Valued?

Your fund assets are valued daily (on days when the New York Stock Exchange is open). Transaction requests must be completed before 3:00 PM Central Time to be processed that evening. Transaction requests confirmed after the close of the market, normally 3:00 PM Central Time or on weekends or holidays, will receive the next available closing prices.

- When you apply for a loan, withdrawal or a distribution, your account is valued based on the date your loan, withdrawal or distribution is processed.

- When you exchange investment funds, the value is based on the value of the account as of the date of your request.
- When your contributions are invested in a particular fund, the value of your initial investment will be based on the fund value on that date.

Whom Do I Call For Questions Or For Changes To My Account?

Call the Plan Information Line at 1-888-782-7088. This toll-free number gives you the power to perform any number of Plan account functions. There are two ways to transact using the Plan's toll-free number:

- 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 Customer Service Associate by calling 1-888-782-7088 Monday through Friday, from 7:00 AM to 8:00 PM Central Time (excluding New York Stock Exchange holidays). If you decide to speak with a Customer Service Associate, he or she will ask you for information to verify your identity. To use the automated system, you will need to enter your password to ensure that only you have access to your Plan account information.

You also can gain access to your account through the Plan's website at **www.supervalustar401k.com**.

What You Can Do through Automated Services or the Plan's Website

The Plan's automated services or Plan website enables you to:

- get current account information;
- make investment and account changes, such as:
  - transferring 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 stopping payroll contributions;
- get information about loans and withdrawals;
- update or change your beneficiary designation (spousal consent may apply);
- request loans and withdrawals;
- request Plan literature and/or investment fund literature; and
- enroll in the Plan.

When you speak with a Customer Service Associate, you may conduct the same transactions that you can through the automated services, plus you can:

- discuss Plan features;
- request a hardship withdrawal form; and
- request materials to roll over money from another plan.

Whom Do I Call To Change My Address?

You are responsible for making sure the Plan Administrator has your current mailing address. If you are a SUPERVALU employee and you move, you will need to contact your local Human Resources Representative or logon to (if you have access) the SUPERVALU Portal to change your address. After you leave SUPERVALU, however, call the Plan Information Line at 1-888-782-7088 with your address change or go to the Plan website.

Will I Receive Regular Account Statements?

Your quarterly personalized statements will be accessible through the Plan website which provide you with a detailed report of your account activities.

Should you wish to receive a paper statement, you can make this request by logging on to the Plan website at **www.supervalustar401k.com** and signing up for this option. You can also generate a statement at any time, based on the timeframe you elect, through the Plan website.

Rules Related to the Company Stock Fund

Investment in the Company Stock Fund was permitted through June 30, 2014. After this date, no investment in the Company Stock Fund was permitted. If you were invested in the Company Stock Fund at the time the Fund closed, the amount held in the Company Stock Fund was transferred to other investments pursuant to your elections or, if no election was made, to the Plan's Qualified Default Investment Alternative.

Other Plan Features

Claims Procedure

If you believe you may be entitled to benefits, or you are in a disagreement with any decision regarding your benefits, you may file a claim with the Plan Administrator. Subject to the terms in an applicable collective bargaining agreement, 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 for benefits must be in writing, must include the facts and arguments you want considered, and must be filed within one year of the date you knew (or should have known) the facts behind your claim to the Benefit Plans Administrative Claims Committee (the "Claims Committee"). If your claim is that your investment directions or contribution elections were not properly followed, this one-year period is shortened to 30 days. The Claims 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. Your 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 a review of that decision. Your request must be in writing to the Benefit Plans Administrative Appeals Committee (the "Appeals 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. 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 documents and information relevant to your claim. The Appeals Committee has 60 days after receiving your request to make a decision and notify you if the denial is upheld. If the Appeals 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.

Extensions of time periods

If you are notified what special circumstances require an extension and what date the claim is expected to be decided, the 90-day period for deciding an initial claim by the Claims Committee may be extended for up to 90 additional days and the 60-day period for making a decision following a request for a review by the Appeals Committee may be extended for up to 60 additional days. If an extension of the 60-day period 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 Appeals Committee has to make its decision.

In general

The Claims Committee will make all decisions on claims and the Appeals Committee will make all decisions on review of claims. The Claims Committee and the Appeals Committee (collectively, the "Committees") have 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 Committees may hold hearings and have the right to delegate its authority to make decisions. The Committees may rely on any applicable statute of limitations as a basis to deny a claim. The decisions of the Committees are conclusive and binding on all parties.

You may, at your own expense, have an attorney or representative act on your behalf, but the Committees have the right to require a written authorization from you.

Exhaustion of administrative remedies

Before commencing legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the Plan's claim and review procedures.

Time limits for commencing legal action

If you file a claim within the required time, complete the entire claims procedure, and the Appeals Committee denies your claim after you request a review, you may sue over your claim (unless you have executed a release on your claim). You must, however, commence that suit within 30 months after you knew or reasonably should have known of the facts behind your claim or, if earlier, within 6 months after the claims procedure is completed. The 30-month period is shortened to 19 months to the extent that your claim is that your investment directions or your contribution elections were not properly followed.

Choice of forum

All controversies, disputes, claims, or causes of actions arising under or related to the Plan must be brought in the United States District Court for the District of Minnesota.

Amendment and Termination of the Plan

Although the Plan is intended to be maintained indefinitely, SUPERVALU has reserved the right to amend the provisions of the Plan or to terminate the Plan. No amendment or termination will cause your accounts to be less vested than they were on the date of the amendment. Of course, this does not mean that your balance will not decrease. Your accounts are always subject to the risk that the investments you have chosen will lose value. If the Plan is terminated or partially terminated (affecting you), the Company may decide to pay your accounts to you on any date after the termination or to follow the Plan's usual payment rules.

Fees and Expenses

The STAR 401(k) Plan has fees associated with participating and investing in the Plan. The fees fall into three categories:

Investment fees:

These are listed as an expense ratio and can be found on each fund's Profile Page located within the "Plan Investments" section on the Plan website. For example, an expense ratio of 1% means participants pay 1% of their account balance annually. Investment fees cover the fund manager costs as well as the trust and custody fees. As each fund has different costs employed with its management, you'll find that different fund options have different expense ratios depending upon the costs to run that fund.

Plan administration fees:

These are charged to your account on a monthly basis and are reflected in your quarterly statement. Plan administration fees cover things like recordkeeping, accounting, auditing, legal and communication costs.

Participant service fees:

If you choose to use the STAR 401(k) Plan features and options listed here, there are additional fees.

- Loans: (applies to active participants only) If you take a new loan, you will be charged a loan processing fee for each loan request.
- MFW: If you invest in the Mutual Fund Window Self-Directed Brokerage Account (MFW), you are subject to any of the fees charged for the investment options you select.
- Other: These would include expenses like requests you make for overnight mail for loan or withdrawal checks, which are charged to your account as applicable. You will be informed of these fees when you make your request.

A detailed description of the fees that may be charged to your account will be provided to you annually.

Assignment of Account Prohibited

Creditors cannot reach your accounts (by garnishment or other process) while held in trust. Nor may you pledge or assign your accounts while held in trust. The Plan, however, must obey an IRS levy or a court order that assigns part of or all of your accounts to your spouse, former spouse, or dependents if that order is a qualified domestic relations order ("QDRO"). See QDRO Procedures below.

QDRO Procedures

If you are married and you and your spouse obtain a divorce, a court may issue a domestic relations order dividing your retirement benefit. The Plan's recordkeeper will determine whether a domestic relations order is a "qualified" order and therefore may be honored by the Plan. The recordkeeper charges a fee for this service, which will be deducted from the account of the participant who submits a domestic relations order for consideration as a QDRO. The charge is currently $450, which is subject to change. To obtain, without charge, a copy of the QDRO procedures used to determine whether a domestic relations order is a QDRO and a model QDRO call 1-904-791-2490.

Veteran's Rights

If you leave your employment with a participating employer to serve in the uniformed services and then are rehired by the employer within certain time limits, the Uniformed Services Employment and Reemployment Rights Act ("USERRA") provides 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 account any Matching Contributions (but not earnings on such contributions) that would have been made by your employer but for your uniformed service. In addition, if you are unable to return to employment after uniformed services on account of disability or death, you have certain rights under the Heroes Earnings Assistance and Relief Tax Act ("HEART"). If your employment is interrupted by uniformed service, please contact the Committee for additional information regarding your rights under USERRA and HEART.

Additional Administrative Information

Name and Number of Plan

The Plan name is "SUPERVALU STAR 401(k) Plan." The Internal Revenue Service and the Department of Labor identify the Plan by its name and by the number: 015.

Type of Plan

The Plan is "tax qualified" under the Internal Revenue Code as a defined contribution profit sharing plan that includes a Code section 401(k) qualified cash or deferred arrangement.

No federal agency, such as the Pension Benefit Guaranty Corporation, or state agency insures the Plan because defined contribution plans are not eligible for such insurance. Your benefits under the Plan are not guaranteed.

Principal Plan Sponsor

The principal sponsor of the Plan and its federal taxpayer identification number ("EIN") are:

SUPERVALU INC.
11840 Valley View Road
Eden Prairie, MN 55344
Telephone: 1-800-969-9688
EIN: 41-0617000

A complete list of participating employers in the Plan may be obtained by written request to the Plan Administrator.

Plan Administrator

The Plan Administrator is SUPERVALU INC. To assist SUPERVALU discharge its duties as the Plan Administrator, the Plan provides for the appointment of a Benefit Plans Committee. Communications to SUPERVALU in its capacity as Plan Administrator should be addressed to:

SUPERVALU INC.
Attention: Benefit Plans Committee
11840 Valley View Road
Eden Prairie, MN 55344
Telephone: 1-800-969-9688

Third Party Administrator

The Plan Administrator has contracted with a Third-Party Administrator to provide certain services for the Plan.

The Third-Party Administrator is:

Voya Financial
SUPERVALU STAR 401(k) Plan
Plan Administration
P.O. Box 5166
Boston, MA 02206-5166
Telephone: 1-888-782-7088

For Overnight Mail Use:

SUPERVALU STAR 401(k) PLAN
Plan Administration
30 Braintree Hill Office Park, 3N
Braintree, MA 02184

Trustee (effective 1/1/2019)

BNY Mellon
500 Grant Street
Pittsburgh, PA 15258

Trustee (prior to 1/1/2019)

State Street Bank & Trust Company
1 Lincoln Street
Boston, MA 02111

Agent for the Service of Legal Process

Corporate Secretary
SUPERVALU INC.
P.O. Box 990
Minneapolis, MN 55440

Plan Year

January 1 through December 31

Normal Retirement Age

Age 65

Collective Bargaining Agreements

Certain collective bargaining agreements control the benefits under the Plan for participants who are members of the collective bargaining units. A copy of any such collective bargaining agreement may be obtained upon written request to the Plan Administrator or you can refer to Appendix A at the end of this summary.

Rules Related To Amounts Transferred From Merged Plans With Annuity Contracts

The American Stores Company Retirement Plan Or ASRE II Plan

Amounts transferred from the American Stores Company Retirement Plan or the Albertson's Savings and Retirement Estates II are held in the following three accounts in the Plan:

- 2007 ASRE II Profit Sharing Account;
- Pre-2007 ASRE II Profit Sharing Account; and
- Transfer Account.

The Shop 'N Save Warehouse Foods, Inc. Money Purchase Plan

Amounts transferred from the Shop 'N Save Warehouse Foods, Inc. Money Purchase Plan are held in the following account in the Plan:

- Transfer Account.

Unless your entire account balance in the Plan (all accounts including these transfer accounts) is $1,000 or less when you terminate employment, distributions from these accounts must be made in the form of an annuity contract providing for a 50% or 75% joint and survivor annuity unless you and, if you are married at the time of distribution, your spouse, elect in writing not to receive benefits in the form of an annuity contract. With an annuity contract, if you die before your spouse does, a percentage of the monthly amount (from 50% to 75%) 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 do, monthly benefit payments will be paid for the remainder of your life and will end when you die.

The calculation of the precise amount of your monthly payment under the annuity contract will depend on:

- the total value of your Plan account;
- 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.

If you make an election (with notarized written spousal consent if you are married) not to receive an annuity contract, you can receive distribution in any of the other forms available under the Plan.

ERISA Rights

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

Receive Information About Your Plan and Benefits

You may:

- 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 make a reasonable charge 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.
- Obtain a statement telling you the value of your benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan Administrator 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 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 benefit 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 this was done, and 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 if they are not sent to you 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 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 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 the costs and fees if for example, it finds your claim is frivolous.

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 Pension and Welfare Benefits 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. If you have any questions about your rights, call the Plan Information Line at 1-888-782-7088, or contact the Plan Administrator or, if necessary, the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

SUPERVALU STAR 401(k) PLAN
Appendix A – Exceptions for Certain Collectively Bargained Groups

Standard 3.5% Match Formula

The following matching contribution applies to participants working under the collective bargaining agreements listed below: 100% of elective contributions for Plan Year that do not exceed 1% of Participant's Recognized Compensation for such Plan Year PLUS 50% of elective contributions for Plan Year that exceed 1% but do not exceed 6% of Participant's Recognized Compensation for such Plan Year.

Region, Distribution Center or Retail Banner	Union Local	Eligibility	Recognized Compensation	Matching Contributions	Profit Sharing Contributions	Vesting
Anniston	Teamsters Local 612			Noted Above		
Cub	UFCW Local 1546 Freeport Clerks (hired after 2/25/2011)			Noted Above		
Lancaster	Teamsters Local 1035 Teamsters Local 771			Noted Above		
Mechanicsville	Teamsters Local 592 Mechanicsville Drivers BCTGM Local 358 (hired after 6/7/2015)			Noted Above		

Unique Bargained Benefit Formula

Participants working under the following collective bargaining agreements follow the Plan provisions outlined below.

Region, Distribution Center or Retail Banner	Union Local	Eligibility	Recognized Compensation	Matching Contributions	Profit Sharing Contributions	Vesting
Advantage Logistics Fountain	Teamsters Local 455	On Enrollment Date coincident with the date as of which the employee has (i) attained age twenty-one (21) years and (ii) completed 90 consecutive days of employment since their hire date		100% of elective contributions for each pay period that do not exceed 6% of Participant's Recognized Compensation for such pay period. Catch up contributions not matched. Not eligible for annual match. Effective for each pay period on or after May 23, 2016, the match will be 100% of elective contributions for each pay period that does not exceed 7% of Participant's Recognized Compensation for such pay period		Matching contributions allocated to 100% Vested Match Account (fully vested at all times)
Cub	UFCW Local 1546 Freeport (hired on or before 2/25/2011)			100% of elective contributions for each pay period that do not exceed 8% of Participant's Recognized Compensation for such pay period. Catch up contributions not matched. Not eligible for annual match		Matching contributions allocated to Graduated Vesting Match Account (5 years)
Great Falls Cash N Carry	Local Union 2			None	Effective June 28, 2016, a profit sharing contribution equal to 15 cents per hour up to a maximum of 40 hours per week not to exceed 2080 hours per year	
Pittsburgh	Teamsters Local 30	On Enrollment Date coincident with the date as of which the employee has (i) attained age twenty-one (21) years and (ii) has satisfied the service requirement completed 1,000 hours of service on their anniversary year, or subsequent years if required are 1/1 – 12/31	Exception applies to Pittsburgh Profit Sharing Plan contribution only: Overtime pay and bonuses excluded	None	Profit Sharing Contribution calculated and allocated as defined in the predecessor Pittsburgh Division Profit Sharing Plan	Profit Sharing Contributions allocated to Graduated Vesting Profit Sharing Account (5 years)

SUPERVALU STAR 401(k) PLAN
Appendix A – Exceptions for Certain Collectively Bargained Groups

Deferral Only

Participants working under the following collective bargaining agreements are not eligible to receive a matching contribution.

Region, Distribution Center or Retail Banner	Union Local	Eligibility	Recognized Compensation	Matching Contributions	Profit Sharing Contributions	Vesting
Advantage Logistics Denver	Teamsters Local 1 Teamsters Local 455	On Enrollment Date coincident with the date as of which the employee has (i) attained age twenty-one (21) years and (ii) completed 90 consecutive days of employment since their hire date		None		
Bismarck	Teamsters Local 638			None		
Cub	UFCW Local 22 Bakery UFCW Local 653 Minneapolis, Monticello -Clerks and Meat	On Enrollment Date coincident with the date as of which the employee has (i) attained age twenty-one (21) years and (ii) has satisfied the service requirement completed 1,000 hours of service on their anniversary year, or subsequent years if required are 1/1 – 12/31		None		
Shoppers	UFCW Local 27 UFCW Local 400	On Enrollment Date coincident with the date as of which employee has (i) attained age twenty-one (21) years, and (ii) has satisfied the service requirement completed 1,000 Hours of Service during a 12-month period		None		
Shop-n-Save	Teamsters Local 525 UFCW Local 88 UFCW Local 534C UFCW Local 534J UFCW Local 534M UFCW Local 655 UFCW Local 881	On Enrollment Date coincident with date as of which employee has (i) attained age eighteen (18) years, and (ii) completed two (2) months of employment		None		
St. Louis	IAM District 9	On Enrollment Date coincident with the date as of which the employee has (i) attained age twenty-one (21) years and (ii) has satisfied the service requirement completed 1,000 hours of service on their anniversary year, or subsequent years if required are 1/1 – 12/31		None		
West Region	IUOE Local 286 Teamsters Local 117 Teamsters Local 162 Teamsters Local 206 Teamsters Local 305 Teamsters Local 439 Teamsters Local 495 Teamsters Local 630 Teamsters Local 848 UFCW Local 21	On Enrollment Date coincident with the first day of the month following thirty (30) days of employment		None		

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