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Financial Covenants. The ABS/Safeway ABL Agreement provides that if (a) excess availability is less than (i) 10% of the aggregate commitments at any time or (ii) \$200 million at any time or (b) an event of default is continuing, Albertson's Holdings and its subsidiaries must maintain a fixed charge coverage ratio of 1.0:1.0 from the date such triggering event occurs until such event of default is cured or waived and/or the 30th day that all such triggers under clause (a) no longer exist.

Events of Default. The ABS/Safeway ABL Agreement contains customary events of default (subject to customary exceptions, thresholds and grace periods), including, without limitation: (i) nonpayment of principal or interest; (ii) failure to perform or observe covenants; (iii) inaccuracy or breaches of representations and warranties; (iv) cross-defaults and cross-accelerations with certain other indebtedness; (v) certain bankruptcy related events; (vi) impairment of security interests in collateral; (vii) invalidity of guarantees; (viii) material judgments; (ix) certain ERISA matters and (x) certain change of control events (including after completion of this offering, any person or group (other than the Equity Investors) owning directly or indirectly more than 50% of the equity interests of Albertson's Holdings, or Albertson's Holdings failing to own 100% of the equity interests of Albertson's LLC or Safeway).

ABS/Safeway Indenture

Albertson's Holdings and Safeway (collectively, the "ABS/Safeway Issuers"), are co-obligors under an indenture, dated as of October 23, 2014 (the "ABS/Safeway Indenture"), by and among the ABS/Safeway Issuers, certain subsidiaries of the ABS/Safeway Issuers, as guarantors, and Wilmington Trust, National Association, as trustee and collateral agent, under which the ABS/Safeway Issuers have \$609.6 million of 7.750% senior secured notes due October 15, 2022 (outstanding as of June 20, 2015) (such notes, the "ABS/Safeway Notes").

Interest. Interest is payable on April 15 and October 15 of each year.

Guarantees. Subject to certain exceptions, the obligations under the ABS/Safeway Indenture are guaranteed by each of the existing and future direct and indirect wholly-owned domestic subsidiaries of Albertson's Holdings (other than Safeway).

Security. Subject to certain exceptions, the obligations under the ABS/Safeway Indenture are secured by (i) a second-priority security interest in and lien on substantially all of the assets of the ABS/Safeway Issuers and the guarantors (other than the ABS/Safeway ABL Priority Collateral), and (ii) a third-priority security interest in and lien on the ABS/Safeway ABL Priority Collateral.

Optional Redemption. Prior to October 15, 2017, the ABS/Safeway Notes may be redeemed in whole or in part at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon, plus an applicable make-whole premium equal to the greater of (a) 1.0% and (b) the excess of (i) the sum of the present value of 105.813% of the principal amount being redeemed, plus all required interest payments due on the note through October 15, 2017 (exclusive of interest accrued to the date of redemption) discounted to the date of redemption at the then-current interest rate on U.S. Treasury Securities of comparable maturities, plus 50 basis points. In addition, prior to October 15, 2017, the ABS/Safeway Issuers may redeem up to 40% of the outstanding notes with the net proceeds of certain equity offerings at 107.750% of the principal amount of the notes plus accrued and unpaid interest.

After October 15, 2017, the ABS/Safeway Notes may be redeemed in whole or in part at the following redemption prices: (a) 105.813% if such notes are redeemed between October 15, 2017 and October 14, 2018, (b) 103.875% if such notes are redeemed between October 15, 2018 and October 14, 2019, (c) 101.938% if such notes are redeemed between October 15, 2019 and October 14, 2020, and (d) at par thereafter.