

Albertson's

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## CITY OF CHICAGO

ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

(Economic Development/Housing Transactions)

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), the following information is required to be disclosed prior to any City agency, department or City Council action. Please fully complete each statement, with all information current as of the attestation date. Every question must be answered. If a question is not applicable, answer with "N.A." An incomplete EDS shall be returned and any City action shall be interrupted.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

Please note that this Economic Disclosure Statement and Affidavit (the "EDS") requires you to obtain various certifications from certain other parties before they may perform any work in connection with the project. The terms of the required certifications are set forth below in Sections V, VII, VIII, IX and X.

## WHO MUST FILE:

1. The Applicant: Any individual or entity (the "Applicant") making an application to the City of Chicago (the "City") for action requiring City Council or other City agency approval must file this EDS. For example, with respect to a City loan or grant, the individual or entity applying for the loan or grant is the "Applicant."
2. Entities holding an interest in the Applicant: Whenever an ownership interest in the Applicant (such as shares of stock of the Applicant or a limited partnership interest in the Applicant, for example) is held or owned by a legal entity (such as a corporation or partnership, for example) rather than an individual, each such legal entity must also file an

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EDS on its own behalf. If the Applicant is a not-for-profit corporation with members who elect the board of directors, those members who are legal entities and not individuals must also file EDS's on their own behalf. (Individuals who have ownership interests in the Applicant or who are members of a not-for-profit Applicant are not required to file an EDS on their own behalf.) However, if the Applicant is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only legal entities that own 10 percent or more of the Applicant's stock must file EDS's on their own behalf. A legal entity that holds an ownership interest in the Applicant and that is required to file an EDS on its own behalf shall be referred to hereinafter as a "First-Tier Related Entity."

3. Entities holding direct or indirect interest in a First-Tier Related Entity: The same rules described in (2) above also apply to owners of First-Tier Related Entities, owners of such owners, and so on.

The individual or legal entity completing this EDS shall be referred to as the "undersigned" throughout this EDS. If the party completing this EDS is not an individual but is a legal entity (such as, for example, a corporation or partnership), the person signing this EDS on behalf of such party shall be referred to as the "signatory of the undersigned."

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the undersigned acknowledges and agrees, on behalf of itself and the individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the individuals named in this EDS.

INFORMATION TO BE KEPT CURRENT: All disclosures must be current as of the date upon which the application is presented to the City Council or other City agency, and shall be maintained current until such time as the City Council or City agency shall take action on the application. This requires (i) the submission of this EDS at the time the initial application is made; and (ii) a recertification of this EDS (a) at the time the related ordinance, if any, is submitted to the City Council if such

submission is more than 60 days following the original execution of this EDS; and (b) upon the closing of the related transaction.

RE-CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-execute this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

I. GENERAL INFORMATION

A. Exact legal name of undersigned: Albertson's, Inc.,  
a Delaware corporation

B. Business address: 250 Parkcenter Boulevard  
Boise, Idaho 83726

C. Telephone: (708) 786-3082

D. Fax: (708) 786-3039

E. Name of contact person: Joseph M. McKeska

F. City agency receiving this EDS: Department of Planning

G. Type of action requested: Planned Unit Development Approval and City  
Redevelopment Agreement for assistance of up to \$5.6 million for the project

H. Project location: 1200-60 S. Wabash Avenue and  
1201-29 S. State Street

I. Brief project description: Development of approximate 40,000 square  
foot Jewel-Osco store with parking for approximately 155 cars

J. Description and purpose of requested City assistance: \_\_\_\_\_  
Request for approval of Planned Unit Development Ordinance and a  
Redevelopment Agreement for the purchase of City owned land and  
the distribution of TIF Funds.

II. DISCLOSURE OF OWNERSHIP INTERESTS

A. GENERAL INFORMATION

1. Indicate whether the undersigned is an individual or legal entity and, if a legal entity, indicate the type of entity below:

- Individual
- Business corporation
- Not-for-profit corporation
- General partnership
- Limited partnership
- Limited liability company
- Joint venture
- Sole proprietorship
- Other entity (please specify) \_\_\_\_\_

2. State of incorporation or organization, if applicable:

Delaware

3. For corporations, limited partnerships and limited liability companies not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes
- No

B. ORGANIZATION INFORMATION

1. FOR CORPORATIONS:

- a. List below the names and titles of the executive officers and directors of the corporation.

Name Title

Attached Schedule 1 is a list of Officers and Directors for four  
related companies, American Stores Properties, Inc. (the "Applicant")  
which is wholly-owned by American Food and Drug, Inc., which is wholly-  
owned by American Stores Company, which is wholly-owned by Albertson's, Inc.

- b. For business corporations with 100 or more shareholders, list below the name, business address and percentage of ownership interest of each shareholder owning shares equal to or in excess of 7.5 percent of the total issued and outstanding shares.

Name	Business Address	Percentage Interest
Capital Research and Management Co.	333 S. Hope St., Los Angeles, CA 90071	11.8% of Albertson's, Inc.

c. For business corporations with fewer than 100 shareholders, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
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N.A.		

d. For not-for-profit corporations, list below the name, business address and percentage of control of each member. If there are no members, write "no members."

Name	Business Address	Percentage Control
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N.A.		

2. FOR PARTNERSHIPS:

For general or limited partnerships: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
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N.A.		

\_\_\_\_\_  
\_\_\_\_\_

3. FOR LIMITED LIABILITY COMPANIES:

a. List below the names and titles of the executive officers, if any, of the limited liability company. If there are no officers, write "no officers."

Name Title

N.A.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers."

Name Business Address Percentage Interest

N.A.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. FOR LAND TRUSTS, BUSINESS TRUSTS OR ESTATES:

a. List below the name of each individual or legal entity holding legal title to the property that is the subject of the trust:

N.A.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held:

Name	Business Address	Percentage Interest
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N.A.		
_____		
_____		
_____		

5. OTHER OWNERSHIP INTERESTS

a. Is any ownership interest in the undersigned, as described in (1)(b)-(d), (2), 3(b) or (4)(b) above, held by one or more agents or one or more nominees on behalf of another individual or legal entity?

Yes       No

If so, list below the name, business address and percentage of ownership interest of each principal (whether an individual or legal entity) for whom such agent(s) or nominee(s) are holding their ownership interest(s) in the



undersigned, and identify each principal's agent or nominee.

Principal's

Name	Address	Percentage Interest	Agent/Nominee
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see Schedule 2

b. Is any ownership interest in the undersigned, as described in (1)(b)-(d), (2), 3(b) or (4)(b) above, constructively controlled (other than through an agent or nominee) by another individual or legal entity?

Yes  No

If so, list below (i) the name of each individual or legal entity whose ownership interest is constructively controlled, (ii) the name, business address and percentage of ownership interest of each individual or legal entity possessing such control, and (iii) the means by which such control is or may be exercised.

N.A.

III. OTHER PROJECT INFORMATION

A. List below the name and business address of each individual or legal entity currently holding legal title to the

property for which City assistance is being requested (the "Property"):

See Schedule 3

B. If title to the Property is held in a land trust, list below the name, business address and percentage of interest of each beneficiary. If all of this information has already been provided in Section II above, indicate that below and do not repeat it here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Real estate tax index number(s) for the Property:

17-22-100-010; -011; -012; -013; -014; -015; -016; -017; -018; -019; -020;  
-021; -022; -023; -024; -025; -026; -027; -030; -034; -035

D. Have all water charges, sewer charges, property taxes and sales taxes, due and payable on or prior to the date hereof and concerning the Property, been paid as of the date of this EDS?

Yes       No

If no, describe below the kind and dollar amount of such charges or taxes and indicate by what date full payment

shall be made. Failure to make full payment may halt any requested City action.

N.A.

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IV. ADDITIONAL INFORMATION

Has the undersigned or any member, partner, beneficiary or owner of the undersigned:

A. ever been a defendant in any civil or criminal suits or legal actions?

Yes       No

B. ever had any debts discharged, satisfied or settled under the Bankruptcy Act?

Yes       No

C. ever had a judgment entered against him/her/it?

Yes       No

D. ever been a party to a foreclosure, a deed in lieu of foreclosure, a loan default or loan "workout" situation?

Yes       No

NOTE: If the answer to any of the above questions is "yes," attach a separate schedule explaining the circumstances, parties involved and resolution or status. A specific description must be provided for each case.

See Schedule 4

V. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the undersigned nor any "Affiliated Entity" (as defined below) of the undersigned has, during a period of five years prior to the date hereof:
  - (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other "Environmental Restriction" (as defined below);
  - (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction; or
  - (3) been subject to any fine or penalty of any nature for failure to comply with Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction.
- B. If the undersigned is unable to certify to any of the above statements in this Section V, the undersigned shall identify all exceptions and indicate whether any such exceptions occurred within the City or otherwise pertain to the City:

See Schedule 5

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[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the undersigned certifies to each of the above statements.]

C. The undersigned covenants and agrees that the undersigned shall:

- (1) prior to completion of the project to which this EDS pertains (the "Project"), not violate any provision of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction;
- (2) not use any facility on the United States Environmental Protection Agency's List of Violating Facilities (the "List") in connection with the Project for the duration of time that the facility remains on the List; and
- (3) immediately notify any federal agency which is awarding funds in connection with the Project if a facility that the undersigned intends to use is on the List or if the undersigned knows that any such facility has been recommended to be placed on the List.

D. The undersigned has obtained certifications in form and substance equal to Section V(A)-(B) of this EDS from all contractors or subcontractors that the undersigned presently intends to use in connection with the Project. As to contractors or subcontractors to be used in connection with the Project who are not yet known to the undersigned, the undersigned shall obtain certifications in form and substance equal to Section V(A)-(B) of this EDS from all such parties prior to using them in connection with the Project.

E. The undersigned shall not, without the prior written consent of the City, use any contractor or subcontractor in connection with the Project if the undersigned, based on information contained in such party's certification or any other information known or obtained by the undersigned, has reason to believe that such contractor or subcontractor has, within the preceding five years, been in violation of any Environmental Restriction, received notice of any claim

relating to a violation of an Environmental Restriction, or been subject to any fine or penalty for a violation of an Environmental Restriction.

- F. Further, the undersigned shall not, without the prior written consent of the City, use as a contractor or subcontractor in connection with the Project any person or entity from which the undersigned is unable to obtain certifications in form and substance equal to Section V(A)-(B) of this EDS or which the undersigned has reason to believe cannot provide truthful certifications.
- G. The undersigned shall maintain for the duration of the requested City assistance all certifications of all contractors and subcontractors required by Section V(D) above, and shall make such certifications promptly available to the City upon request.
- H. Definitions:
- (1) Entities are "affiliated" if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
  - (2) "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to: (a) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et

seq.); (b) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (c) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (d) the Clean Water Act (33 U.S.C. § 1251 et seq.); (e) the Clean Air Act (42 U.S.C. § 7401 et seq.); (f) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); (g) the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); (h) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 et seq.); (i) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.); and (j) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

#### VI. CHILD SUPPORT OBLIGATIONS

For purposes of this Section VI, "Substantial Owner" means any individual who owns or holds a 10 percent or more "Percentage of Interest" (as defined below) in the undersigned. If the undersigned is an individual or sole proprietorship, the "Substantial Owner" means that individual or sole proprietor. "Percentage of Interest" includes direct, indirect and beneficial interests in the undersigned. "Indirect or beneficial interest" means that an interest in the undersigned is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B owns a 20 percent interest in the undersigned, and an individual has a 50 percent percentage of interest in Corporation B, then such individual indirectly has a 10 percent percentage of interest in the undersigned and is a Substantial Owner. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity (and so forth to any additional levels of ownership) to determine whether any individuals indirectly hold a 10 percent or more interest in the undersigned.

If the undersigned's response below is (A) or (B), then all of the undersigned's Substantial Owners must remain in compliance with any such child support obligations (i) throughout the term of the requested City assistance to which this EDS pertains, or (ii) until completion of the undersigned's obligations to the

City in connection with the Project, whichever is later. Failure of the undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either (A) or (B) below constitutes an event of default.

Check one:

- A. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
- B. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- C. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (i) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (ii) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (i) and (ii).
- D. There are no Substantial Owners.

VII. CERTIFICATION



The signatory of the undersigned, being first duly sworn, on oath hereby certifies, deposes and says, under penalty of perjury, as follows:

- A. The signatory is authorized to execute this EDS on behalf of the undersigned; the information disclosed herein is true and complete to the best of his/her knowledge; no disclosures as to economic interest in the Project have been withheld; and no information has been reserved as to the intended use or purpose for which the undersigned (or a related entity) seeks action by the City Council or pertinent City agency.
- B. Except as described in Section III(D) hereof, if applicable, the undersigned is (a) not in default or in arrears on any outstanding commercial loans, water charges, sewer charges, property taxes, sales taxes or other fines, fees, taxes, assessments or charges owed to the City, personally or by any partnership, corporation, joint venture or land trust in which the undersigned has at least a five percent beneficial interest; and (b) not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, the undersigned is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for such tax or the amount of such tax, or the undersigned has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- C. Since the initial date of application, the undersigned has not done or suffered to be done anything that could in any way adversely affect the title to the Property and, except as described herein, no proceedings have been filed by or against the undersigned, nor has any judgment or decree been rendered against the undersigned, nor is there any judgment note or other instrument that can result in a judgment or decree against the undersigned within five days from the date thereof.

- D. The undersigned has either paid in full or settled all outstanding parking violation complaints issued to any vehicle owned or controlled by the undersigned personally, or by any partnership, corporation, joint venture or land trust in which the undersigned has control or an ownership interest exceeding five percent in such entity.
- E. The undersigned and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - (2) have not within a three-year period preceding the date hereof been convicted of a criminal offense or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; and
  - (4) have not within a three-year period preceding the date hereof had one or more public transactions (federal, state or local) terminated for cause or default.
- F. The undersigned, or any party to be used in the performance of the Project (an "Applicable Party"), or any Affiliated Entity of either the undersigned or any Applicable Party, or any responsible official thereof, or any other official, agent or employee of the

undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official thereof, has not, during the three years prior to the date hereof or, with respect to an Applicable Party or any Affiliated Entity thereof, during the three years prior to the date of such Applicable Party's contract in connection with the Project:

- (1) bribed or attempted to bribe, or been convicted of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- (2) agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- (3) made an admission of such conduct described in (1) or (2) above which is a matter of record, but has not been prosecuted for such conduct.

G. The undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

H. Neither the undersigned nor any employee, official, agent or partner of the undersigned is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3, as amended, supplemented and restated from time to time; (2) bid-rotating in violation of 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time;

or (3) any similar offense of any state or of the United States of America which contains the same elements as the offense of bid-rigging or bid-rotating.

I. If the undersigned is unable to certify to any of the above statements in this Section VII, the undersigned shall explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the undersigned certifies to each of the above statements.]

VIII. APPLICABLE PARTIES

A. The undersigned has obtained certifications in form and substance equal to Section VII(E)-(I) of this EDS from all Applicable Parties that the undersigned presently intends to use in connection with the Project. As to Applicable Parties to be used in connection with the Project who are not yet known to the undersigned, the undersigned shall obtain certifications in form and substance equal to Section VII(E)-(I) of this EDS from all such Applicable Parties prior to using them in connection with the Project.

B. The undersigned shall not, without the prior written consent of the City, use any Applicable Party in connection with the Project if the undersigned, based on information contained in such Applicable Party's certification or any other information known or obtained by the undersigned, has reason to believe that:

- (1) during the three years prior to the date of such Applicable Party's contract in connection with the Project, such Applicable Party, such Applicable Party's Affiliated Entity, or any official, agent

or employee of such Applicable Party or Affiliated Entity has engaged in, been convicted of, or made an admission of guilt of any of the conduct listed in Section VII(F) above;

- (2) such Applicable Party or any official, agent, partner or employee of such Applicable Party is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging, bid-rotating, or any similar offense of any state or of the United States of America which contains the same elements as bid-rigging or bid-rotating; or
- (3) any of the circumstances described in Section VII(H) above applies to such Applicable Party or its principals.

- C. Further, the undersigned shall not, without the prior written consent of the City, use in connection with the Project any person or entity from which the undersigned is unable to obtain certifications in form and substance equal to Section VII(E)-(I) of this EDS or which the undersigned has reason to believe cannot provide truthful certifications.
- D. For all Applicable Parties, the undersigned shall maintain for the duration of the requested City assistance all certifications of all Applicable Parties required by Section VIII(A) above, and the undersigned shall make such certifications promptly available to the City upon request.

#### IX. RESTRICTION ON LOBBYING

- A. List below the names of all persons registered under the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq. (the "Disclosure Act"), who have made lobbying contacts on behalf of the undersigned with respect to the transaction to which this EDS pertains (the "Transaction"). If there are no such persons, write "none."

Langdon Neal - Principal, Earl Neal & Associates

Ertharin Cousin-Moore - Sr. VP Governmental Affairs,

Albertson's, Inc.

Myron Louik, Principal, Louik, Schneider and Associates

- B. The undersigned certifies that it has not and shall not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, as defined by applicable Federal law, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Accordingly, the undersigned has not used any Federal appropriated funds to pay any person listed in Section IX(A) above for his/her lobbying activities in connection with the Transaction.
- C. The undersigned shall submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affect the accuracy of the statements and information set forth in paragraphs (A) and (B) above.
- D. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Transaction, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Either (1) the undersigned is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (2) the undersigned is an organization

described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and shall not engage in "lobbying activities," as defined in the Disclosure Act.

- F. The undersigned shall obtain certifications equal in form and substance to paragraphs (A) through (E) above from all contractors and subcontractors prior to the award of any contract/subcontract with such parties in connection with the Transaction. The undersigned shall maintain all such certifications of such parties for the duration of the Transaction and shall make such certifications promptly available to the City upon request.

#### X. NONSEGREGATED FACILITIES

- A. The undersigned certifies that it does not and shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity clause.
- B. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise.
- C. The undersigned further agrees that it shall obtain or cause to be obtained identical certifications from proposed contractors or subcontractors in connection with the Project before the award of contracts or subcontracts under which the contractor/subcontractor

will be subject to the equal opportunity clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the equal opportunity clause. See 41 C.F.R. Part 60 for further information regarding the equal opportunity clause.

- D. The undersigned shall forward or cause to be forwarded the following notice to proposed contractors and subcontractors:

NOTICE TO PROSPECTIVE CONTRACTORS/SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a contract/subcontract under which the contractor/subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each contract/subcontract or for all contracts/subcontracts during a period (e.g., quarterly, semiannually or annually).

XI. EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require that the undersigned and proposed contractors/subcontractors submit the following information with their bids or in writing at the outset of negotiations:

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

[ ] Yes [XX] No

- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

[ ] Yes [XX] No

- C. If the answer to (B) is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any federal



agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

[ ] Yes [ ] No

## XII. RETAINED PARTIES

### A. Definitions and Disclosure Requirements

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the undersigned has retained or expects to retain in connection with the contract or lease. In particular, the undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. The undersigned is not required to disclose employees who are paid solely through the undersigned's regular payroll.

2. "Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action; or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

3. If the undersigned is uncertain whether a disclosure is required under this Section XII, the undersigned must either ask the City whether disclosure is required or make the disclosure.

### B. Certification

Each and every attorney, lobbyist, accountant, consultant, subcontractor or other person retained or anticipated to be retained by the undersigned with respect to or in connection with the City assistance to which this EDS pertains is listed below:

Name	Business Address	Relationship (attorney, lobbyist, contractor, etc.)	Fees (indicate whether paid or estimated)
------	------------------	-----------------------------------------------------------	-------------------------------------------------

See Schedule 6

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: \_\_\_\_\_

XIII. BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. Definitions and Disclosure Requirement

1. Pursuant to an ordinance approved by the City Council on December 2, 1993, the undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months prior to the date of execution of this EDS.

2. A "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a "financial interest" shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not

include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

B. Certification

1. Has the undersigned had a "business relationship" with any City elected officials in the 12 months prior to the date of execution of this EDS?

[ ] Yes [XX] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XIV. CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The undersigned understands and agrees that:

A. The certifications contained in this EDS shall become part of any contract awarded to the undersigned by the City in connection with the City assistance to which this EDS pertains, and are a material inducement to the City's execution of such contract or other action with respect to which this EDS is being executed and delivered on behalf of the undersigned. Furthermore, the undersigned shall comply with the certifications contained herein during the term and/or performance of the contract or completion of the Transaction.

B. If the City determines that any information provided herein is false, incomplete or inaccurate, the City may terminate the Transaction, terminate the undersigned's participation in the Transaction, and/or decline to allow the undersigned to participate in other contracts or transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS.

(Print or type name of individual or legal entity--this should be the same name as given in Section I(A) hereof)

By: Albertson's, Inc.

*[Handwritten signature of William H. Arnold]*

(sign here)

Title of signatory: Vice President, Real Estate Law

Print or type

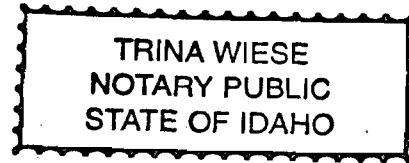
name of signatory: William H. Arnold

Date: April 21, 1992000

Subscribed to before me this 21<sup>st</sup> day of April,  
~~1992000~~ <sup>ADA</sup> at Cook County, <sup>IDAHO</sup> Illinois.

*[Handwritten signature of Trina Wiese]*

Notary Public



Commission expires: January 28, 2004.

(Do not write below this line except to recertify prior to submission to City Council or on the date of closing.)

RECERTIFICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represents, under penalty of perjury, that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date hereof.

Albertson's, Inc.

(Print or type name of individual or legal entity--this should be the same name as given in Section I(A) hereof)

By: *William H. Arnold*  
(sign here)

Title of signatory: Vice President, Real Estate Law

Print or type name of signatory: William H. Arnold

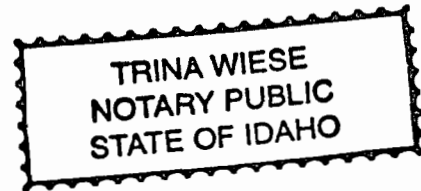
Date: April 21, 1992000

Subscribed to before me this 21<sup>st</sup> day of April,

1992000 at Ada County, Idaho, Illinois.

*Trina Wiese*  
Notary Public

Commission expires: January 28, 2004.



April 20, 2000

Schedule 1

**ALBERTSON'S, INC.**

Parent Company

(Name changed from AFS, Inc. on 7/31/69)

Incorporated in Delaware on 4/3/69

Employer I.D. # 82-0184434

**Authorized Capital:** 1,200,000,000 shares Common - par value \$1.00  
10,000,000 shares Preferred - par value \$1.00  
3,000,000 shares Series A Jr. Participating Pref. Stock - par value designated  
**Outstanding Capital:** 423,065,000 shares Common - par value \$1.00 (held by (Undesignated))

**Other states in which qualified to do business:** Alabama 1/18/74, Arizona 1/12/72, Arkansas 1/12/72, California 12/12/69, Colorado 7/9/69, Florida 6/19/74, Georgia 8/21/98, Hawaii 10/18/99, Idaho 7/28/69, Illinois 10/8/99, Indiana 10/8/99, Iowa 3/25/98, Kansas 1/9/79, Louisiana 1/12/72, Maine 10/12/99, Massachusetts 10/18/99, Michigan 10/8/99, Minnesota 1/21/00, Mississippi 2/28/95, Missouri 3/25/98, Montana 7/18/69, Nebraska 7/15/69, Nevada 7/15/69, New Hampshire 8/2/99, New Mexico 1/13/72, North Dakota 6/18/80, Oklahoma 1/18/72, Oregon 7/11/69, Pennsylvania 10/6/99, South Dakota 6/25/80, Tennessee 1/30/98, Texas 7/18/69, Utah 7/10/69, Vermont 10/8/99, Washington 7/14/69, Wisconsin 3/13/00, Wyoming 7/10/69

**Corporate Office:**

Street Address

250 Parkcenter Blvd.  
Boise, ID 83706

Mailing Address

P.O. Box 20  
Boise, ID 83726

**OFFICERS:**

Chairman of the Board & Chief Executive Officer	Gary G. Michael	Executive Vice President & Chief Financial Officer	A. Craig Olson
President & Chief Operating Officer	Peter L. Lynch	Executive Vice President - Distribution	Thomas E. Brother
Vice Chairman of the Company	Michael F. Reuling	Executive Vice President - Human Resources	Steven D. Young
Executive Vice President - Marketing	Craig R. Herkert Carl W. Pennington	Executive Vice President - Information Systems and Technology	Patrick S. Steele

April 20, 2000

Executive Vice President - Merchandising	Wayne A. Denningham	Senior Vice President - Operations, Midwest Region	Keith I. Nielsen
Executive Vice President - Operations	Robert C. Butler	Senior Vice President - Procurement	David G. Dean
	Romeo R. Cefalo		
President - Drug Store Region	Kevin H. Tripp	Senior Vice President - Real Estate	Robert K. Banks
President - Eastern Region	Carl L. Jablonski	Group Vice President & Controller - Retail Accounting	J. David Ober
President - Intermountain Region	P. Shane Sampson	Group Vice President & Treasurer	John F. Boyd
President - Midwest Region	Pete J. Van Helden	Group Vice President - Achitecture & Engineering	Dennis W. Kinde
President - Northern California Region	Donald C. Keptra	Group Vice President - Distribution, Southern Region	David A. Robertson
President - Northwest Region	Robert J. Colgrove	Group Vice President - Grocery Sales	Lawrence A. Hansen
President - Southern California Region	David G. Simonson	Group Vice President - Human Resources & Employee Benefits	D. Jack Snow
President - Southern Region	William H. Emmons	Group Vice President - Public Affairs	Ertharin Cousin Moore
Senior Vice President & Controller	Richard J. Navarro	Group Vice President - Real Estate	R. Gregory Goins
Senior Vice President - Employee Development & Communication	Peggy Jo Jones	Group Vice President - Risk Management	John B. Iverson
Senior Vice President - Labor Relations & Employment Law	Bruce P. Paolini	Group Vice President - Systems Development	Stefan V. Schachtell
Senior Vice President - Marketing, Southern California Region	Dennis J. Bassler		Hadley E. Wagner
Senior Vice President - Operations, Drug Region	John J. Terry	Group Vice President - Technology	Mark E. Bates
Senior Vice President - Operations, Eastern Region	Michael A. Mott	Sr. Vice President - Marketing, Drug Store Region	Mark C. Panzer

April 20, 2000

Sr. Vice President - Marketing, Eastern Region	Judith A. Spires	Eastern Region	
Sr. Vice President - Marketing, Midwest Region	Lawrence A. Stablein	Vice President - Central Division, Midwest Region	Gregory E. Gullickson
Sr. Vice President - Merchandising, Northern California Region	Craig R. Allen	Vice President - Computer Operations	Roger K. Hansen
Sr. Vice President - Operations, Northern California Region	Milton L. Hardy	Vice President - Construction	Philip E. Pichulo Daniel R. Tobin
Sr. Vice President - Operations, Southern California Region	Fred J. Schuit	Vice President - Controller Distribution & Manufacturing	Robert P. Schuler
Vice President & Assistant Treasurer	Michael D. Bessent	Vice President - Corporate Advertising	Craig F. Peterson
Vice President & Controller, Drug Region	Joe G. Fehringer	Vice President - Corporate Brands	John L. Strong
Vice President & Corporate Secretary	Kaye L. O'Riordan	Vice President - Corporate Integration	Michael A. Massimino
Vice President - Architecture	Craig P. Brown	Vice President - Corporate Liability	Dennis L. Fetzer
Vice President - Bakery Operations	Peggy C. McReynolds	Vice President - Corporate Tax	Boyce C. Bailey
Vice President - Big Sky Division, Intermountain Region	J. Frank Yaksitch	Vice President - Dallas/Ft. Worth Division, Southern Region	David W. Jerry
Vice President - Business Law	Paul G. Rowan	Vice President - Design	Gary A. Paterson
Vice President - Central Coast Division, Southern California Region	Jacqueline C. Morris	Vice President - Distribution	Dario J. Bell Michael H. McCarthy
Vice President - Central Division, Drug Region	William A. Bates	Vice President - Distribution Systems	James A. Jacobsen, Jr.
Vice President - Central Division,	Susan Buonadonna	Vice President - Distribution, Intermountain Region	Brian D. Rood
		Vice President - Distribution, Southern California Region	Martin J. Teall



April 20, 2000

Vice President - Diversity & Employment Counsel	Michele A. Murphy	& Retail Services	
Vice President - Diversity & Employment Law	Marcia E. Williams	Vice President - GM Category Management, Drug Region	Gary D. Hunstiger
Vice President - E-Commerce & Intranet	Matthew S. Muta	Vice President - GM/HBC Procurement, Sundries Center	David R. Mulcock
Vice President - EEO Northern California Region	Virginia E. Javier	Vice President - General Merchandise Sales	Rory L. Mecham
Vice President - East Bay Division, Northern California Region	Samuel A. Monteith	Vice President - General Merchandise Sales, Drug Region	J. Bruce Hiller
Vice President - East Division, Eastern Region	Frank O. Eckstein	Vice President - General Merchandise/Drug Operations	Dennis R. Graves
Vice President - East Operations, Drug Store Region	Larry D. Wahlstrom	Vice President - Great Plains Division, Intermountain Region	Brent P. Bringhurst
Vice President - Economic Research	Sue E. Mattefs	Vice President - Grocery & GM, Midwest Region	James D. Willyard
Vice President - Employee Relations Southern Region	Laura J. Hamblin	Vice President - Grocery Sales	John D. Colgrove Todd M. Michael
Vice President - Federal Government & Media Relations	Michael J. Read	Vice President - Houston Division, Southern Region	P. Michael Patton
Vice President - Financial Reporting	Ronald H. Volger	Vice President - Human Resources Administration	David J. Biderman
Vice President - Florida Division, Southern Region	Mike K. Withers	Vice President - Human Resources Eastern Region	Timothy A. Corry
Vice President - Forecasting	Walter J. Czarniecki	Vice President - Human Resources, Drug Stores Region	John D. McGovern
Vice President - Fresh Foods, Midwest Region	Michael G. Spinozzi	Vice President - Human Resources, Midwest Region	Kathy J. Herbert
Vice President - Front End Systems	Thomas J. Imlay	Vice President - IS&T Process	Ed Weiser

April 20, 2000

Management

Vice President - Idaho Division, Northwest Region	Gary A. Spiers	Vice President - Loss Prevention	Larry C. Harmon
Vice President - Inland Empire Division, Northwest Region	Robert G. Stachofsky	Vice President - Loss Prevention, Midwest Region	Michael F. DePaola
Vice President - Inland Empire Division, Southern California Region	Edward J. Little	Vice President - Managed Care, Drug Region	J. Mark De Bruin
Vice President - Integration RID, Drug Store Region	Dennis N. Palmer	Vice President - Management Development	Don C. Meldrum
Vice President - Internal Communications	Susan M. Neumann	Vice President - Marketing	Pamela S. Powell
Vice President - Investor Relations	Renee A. Bergquist	Vice President - Meat Procurement	Steven G. Wright
Vice President - L.A. Northwest Division, Drug Store Region	Wanda White	Vice President - Meat Sales	Kip Bradley Gruell Clement L. Stevens
Vice President - Labor Relations	Andrew J. Scoggin	Vice President - Merchandising, Eastern Region	Paul D. Gosset
Vice President - Labor Relations, Midwest Region	Thomas J. Walter	Vice President - Merchandising, Northern California Region	Harvey L. Molendyk
Vice President - Las Vegas Division, Southern California Region	Greg A. McNiff	Vice President - Merchandising, Southern California Region	Dennis J. Bassler
Vice President - Liquor Operations	Shane C. Williams	Vice President - Midsouth Division, Southern Region	Gerald L. Melville
Vice President - Liquor Procurement	Mitchell W. Oddo	Vice President - Milwaukee Division, Midwest Region	Gerard J. Ozark
Vice President - Litigation & Regulatory Affairs	Charles F. Cole	Vice President - Northern Division, Midwest Region	Eileen P. Kowalski
Vice President - Los Angeles West Division, Drug Store Region	Robert J. Potter	Vice President - Oregon Division, Northwest Region	Dennis K. Schwarz
		Vice President - Pharmacy East, Drug Region	Gerald D. Bay

April 20, 2000

Vice President - Pharmacy Operations - Combos, Drug Region	Mark C. Shadle	Vice President - Real Estate, Eastern Region	Colin K. McKeon
Vice President - Pharmacy West, Drug Store Region	Bradley M. Trom	Vice President - Real Estate, Intermountain Region	L. David McKinney
Vice President - Produce Procurement	Dan L. Sutton	Vice President - Real Estate, Midwest Region	George V. Redfearn
Vice President - Produce Sales	Richard C. Guthmiller Edward E. Tommack	Vice President - Rocky Mountain Division, Intermountain Region	Brian G. Murty
Vice President - Product Quality & Environmental Affairs	Stephen H. Hilton	Vice President - Sacramento Division, Northern California Region	Terry L. Privott
Vice President - Property Management & Store Maintenance	Shirley J. Christoffersen	Vice President - Safety	Edward F. Raffo
Vice President - Purchasing	Gerry W. Wardle	Vice President - Sales and Merchandising, Southern California Region	Mark K. Ouellette
Vice President - Quad Counties Division, Southern California Region	Edward J. Little	Vice President - Sales, Rx America	Alan Clark Kellogg
Vice President - RID, Northern California Region	Daryl R. Silva	Vice President - San Antonio Division, Southern Region	Scott D. Hays
Vice President - RID, Southern California Region	John M. Croft	Vice President - San Diego Division, Southern California Region	Donna L. Robbins
Vice President - Real Estate	Monty J. Conrad Mark J. Lavin Colin K. McKeon Scott R. Thayer	Vice President - Service Deli Sales	Kenneth R. Kramer
Vice President - Real Estate Law	William H. Arnold C. Lee Mumford Lincoln V. Sharp Jr.	Vice President - South Bay Division, Northern California Region	Clay B. Gloyne
Vice President - Real Estate, Drug Region	William F. Harbecke	Vice President - South Division, Eastern Region	Michael A. Mott
		Vice President - South L.A. Division, Southern California Region	Terry E. Rocheleau

April 20, 2000

Vice President - Southern Division, Midwest Region	Jeffrey D. Brune Keith I. Nielsen	Vice President - Telecommunications	Keith A. DeMeyer
Vice President - Southwest Division, Drug Store Region	Matt F. Miles	Vice President - Training	Terri L. Hughes
Vice President - Southwest Division, Intermountain Region	James R. Rice	Vice President - Utah Division, Intermountain Region	Ritchie L. Casteel
Vice President - Store Systems	Jeffrey T. Osban	Vice President - Warehousing	John P. Raudabaugh
Vice President - Surplus Property	Carolyn K. Bock	Vice President - West Washington Division, Northwest Region	Michael K. Clawson
Vice President - Technical Services	Mark E. Bates	Vice President - Worker's Compensation	Kathy L. Schroeder
Vice President - Technology Services	Tony Jolley	Assistant Corporate Secretary	Julie Thomson Backe Carol L. Wood

**DIRECTORS:**

Gary G. Michael, Chairman of the Board & Chief Executive Officer  
Victor L. Lund, Vice Chairman of the Board  
A. Gary Ames  
Cecil D. Andrus  
Pamela G. Bailey  
Teresa Beck  
Henry I. Bryant  
John B. Carley  
Paul I. Corddry  
John B. Fery  
Fernando R. Gumucio  
Clark A. Johnson  
Charles D. Lein  
Beatriz Rivera  
J. B. Scott  
Arthur K. Smith  
Thomas L. Stevens  
William M. Storey  
Steven D. Symms  
Thomas J. Wilford  
Kathryn Albertson, Director Emeritus

April 20, 2000

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Purpose: Parent Company

April 5, 2000

**AMERICAN STORES COMPANY**  
Subsidiary of Albertson's, Inc.  
(Name changed from SKAGGS COMPANIES, INC. on 7/25/79)  
(Name changed from SKAGGS DRUG CENTERS, INC. on 12/30/70)  
Incorporated in Delaware on 10/6/65  
Employer I.D. # 87-0207226

**Authorized Capital:** 1,000 shares Common - par value \$1  
**Outstanding Capital:** 100 shares Common - par value \$1 (held by ALBERTSON'S, INC.)

**Other states in which qualified to do business:** Alabama, Alaska 9/22/75, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia 9/22/75, Florida, Georgia, Hawaii, Idaho 11/10/65, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine 9/22/75, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico 11/10/65, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia 9/10/74, Washington, West Virginia 8/28/74, Wisconsin, Wyoming

**OFFICERS:**

President	Gary G. Michael	Senior Vice President & Assistant Treasurer	Michael D. Bessent
Senior Vice President	William H. Arnold Boyce C. Bailey Robert K. Banks Charles F. Cole C. Lee Mumford Michael F. Reuling Paul G. Rowan Thomas R. Saldin Lincoln V. Sharp Jr. Bradley M. Vierig	Senior Vice President & Treasurer Vice President & Secretary Treasurer Assistant Treasurer Assistant Secretary	John F. Boyd Kaye L. O'Riordan John F. Boyd John T. Norton Julie Thomson Backe Carol L. Wood

**DIRECTORS:**

Gary G. Michael, Chairman  
Michael F. Reuling  
Thomas R. Saldin

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**Note:** D/B/A Delaware American Stores Company in West

**Purpose:** Operating company; payroll

April 5, 2000

Virginia and California.

Utah charter #044250.

Abacus Holdings, Inc., a wholly owned subsidiary of Albertson's, Inc., merged into American Stores Company 6/23/99, pursuant to 8/2/98 "Merger Agreement" between Albertsons, Abacus & American Stores.

April 5, 2000

**AMERICAN FOOD AND DRUG, INC.**  
Active Subsidiary of ASC  
(Name changed from ALPHA BETA STORES, INC. on 2/7/89)  
(Name changed from SKAGGS COMPANIES, INC. on 9/16/87)  
Incorporated in Delaware on 12/19/86  
Employer I.D. # 87-0439370

**Authorized Capital:** 1,000 shares Common - par value \$1  
**Outstanding Capital:** 700 shares Common - par value \$1 (held by AMERICAN STORES COMPANY)

**Other states in which qualified to do business:** California 1/9/87, Missouri 3/4/88, New Mexico 12/3/87, Oklahoma 3/4/88, Utah 12/30/86, Wyoming 12/28/87

**OFFICERS:**

President	Gary G. Michael	Vice President & Assistant Treasurer	Michael D. Bessent
Vice President	William H. Arnold Boyce C. Bailey Charles F. Cole C. Lee Mumford Michael F. Reuling Thomas R. Saldin Lincoln V. Sharp Jr. Bradley M. Vierig	Vice President & Secretary Vice President & Treasurer Assistant Treasurer Assistant Secretary	Kaye L. O'Riordan John F. Boyd John T. Norton Julie Thomson Backe Carol L. Wood

**DIRECTORS:**

Gary G. Michael, Chairman  
Michael F. Reuling  
Thomas R. Saldin

Note: Ann. #4

Purpose: Holding Company



April 5, 2000

**AMERICAN STORES PROPERTIES, INC.**  
Active Subsidiary of AFDI  
(Name changed from Skaggs Properties, Inc. on 10/11/81)  
Incorporated in Delaware on 12/5/77  
Employer I.D. # 87-0347040

**Authorized Capital:** 1,000 shares Common - par value 0  
**Outstanding Capital:** 1,000 shares Common - par value 0 (held by AMERICAN FOOD AND DRUG, INC.)

**Other states in which qualified to do business:** Alabama, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia 1/24/86, Washington, West Virginia, Wisconsin 2/20/86, Wyoming

**OFFICERS:**

President	Gary G. Michael	Vice President & Secretary	Kaye L. O'Riordan
Senior Vice President - Drug Region - Real Estate	William F. Harbecke	Vice President & Treasurer	John F. Boyd
Vice President	William H. Arnold Boyce C. Bailey Robert K. Banks Charles F. Cole C. Lee Mumford Michael F. Reuling Paul G. Rowan Thomas R. Saldin Lincoln V. Sharp Jr. Bradley M. Vierig	Vice President - Construction	Philip E. Pichulo
		Vice President - Drug Region West - Real Estate	Monty J. Conrad
		Vice President - Real Estate	Colin McKeon George V. Redfearn
		Assistant Treasurer	John T. Norton
		Assistant Secretary	Jerry Anderson Julie Thomson Backe Kathy L. Schroeder Carol L. Wood
Vice President & Assistant Treasurer	Michael D. Bessent		
<b><u>DIRECTORS:</u></b>	Gary G. Michael, Chairman Michael F. Reuling		

April 5, 2000

Thomas R. Saldin

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Note: This corporation became a subsidiary of American Food and Drug, Inc. on 2/1/87.

Purpose: Operating Company--Real Estate and Construction; payroll; new formats

## Schedule 2

Because of the chain of ownership as described in Section 1(a) the answer is "Yes" as Ownership interest in Albertson's, Inc. includes stockholders which may own Albertson's stock through custodial accounts, trust accounts, pension funds, institutional investors, or other such agency relationships. As a large publicly traded corporation with millions of shares outstanding, it is impossible to individually list such agency relationships.

Schedule 3

**Owners' Addresses for Roosevelt and Wabash**

1. American Stores Properties, Inc.  
c/o Albertson's, Inc.  
250 Parkcenter Blvd.  
P.O. Box 20  
Boise, ID 83726
2. City of Chicago  
121 N. LaSalle Street  
Chicago, IL 60602
3. Chicago Transit Authority  
120 N. Racine Avenue  
Chicago, IL 60607

#### Schedule 4 A

YES. Attached is a list of lawsuits we prepared in February 2000, which identifies lawsuits filed against Albertson's with liability or anticipated liability of over \$50,000. ("Anticipated liability" is calculated as anticipated, non-insured defense costs plus anticipated damages if the company were to lose at trial.) This document lists cases since 1992 against Albertson's. Those cases with the former ASC companies are reported only if they were active at the time of the Albertson's/American Stores Company merger on June 23, 1999, or were opened after that date.

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
 1992-2000

**CONFIDENTIAL**  
Attorney Work Product

CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Alexander, Leroy v. Albs., et al.	Civil action - During struggle in shoplifting incident, Mr. Alexander died. Settled.	#4383 (Delray Beach, 4801 Linton Blvd, Delray Beach, FL)	12/07/1995	Nov-96
Alexander, William (State of Florida v. Albs.)	Criminal action - During struggle in shoplifting incident, Mr. Alexander died. Dismissed.	#4383 (Delray Beach, 4801 Linton Blvd, Delray Beach, FL)	07/01/1995	Dec-96
B.F.W. Three, Inc. vs. Nat'l. Mktplce. Assoc. & Abs.	Suit alleges malicious specific intent to destroy plaintiff's liquor store business. Plaintiff claims we can't sell liquor because he has option. Alb's counterclaim dismissed; settled.	#4387 (Bay Hill, 7524 Dr. Phillips Blvd., Orlando, FL)	01/01/1994	Feb-95
Barela v. Albs. (Milk Antitrust)	Unfair comp/price fixing. 11/94-Settlement approved in court. 8/95-settlement on appeal. 5/96-Settled for \$328,500 cash + \$40,102.16 cost of notice.	L.A. Cnty	01/01/1994	May-96
Benenson Bellevue Assoc. v. Arden-Mayfair, Inc.	Action against Lucky for contribution/strict liability, break of K, waste, nuisance and trespass in contamination on Lucky leasehold. Pltf seeks clean-up and damages of \$1 mil. Snt ltr to Travelers re: indemnity claim filed by ASC.	Northern CA	Pre-merger	
Berardi, Rocco v. Acme Markets, Inc.	Implied covenant of continuous op case. Court awarded LL possession of property. Interlocutory appeal denied. Trial on damages remaining. Acme lease terminated.	#7908 [formerly #1114-Acme] (Browns Mills S.C., Browns Mills NJ)	Pre-merger	
Bochner	ASPI litigation. LL declared defaults at 4-5 sites he owned based on a cross-default clause. LL alleges \$5mil damages. ASC offered \$600k and reinstatement of ground lease to settle.	?	Pre-merger	Feb-2000
Bozeman, City of et al, adv. Jewel	ASC sued for groundwater contmtn due to dry cleaning plant located in shopping center where ASC runs store. City offered to settle for \$1.25 mil; ASC could be liable for future costs (i.e., personal injury claims.) Parties reached tentative stlmnt; Jewel to pay \$1.2 mil and 50/50 share of remediation costs up to \$4 mil. After \$4 mil, Jewel will pay 70% of further remediation costs. 8-99-Albs /s/ stlmnt agrmnt.	Bozeman, MT	Pre-merger	

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
 1992-2000

**CONFIDENTIAL**  
Attorney Work Product

CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
California Prop 65: Diesel Exhaust (California v. Lucky, et al. and National Resources Defense Counsel v. Lucky)	ABS dc's not involved. Suit involves claims under Prop 65 and Unfair Bus. Pract. Act for failing to warn nearby residents of danger posed by diesel fumes at dstrbtn cntrs. Injunctive relief and unspecified damages. 12/99-tentative stlmt reached; negotiating final agreement. See NRDC case below.	CA	Pre-merger	
Calk, et al. v. Albs, et al.	Broker lawsuit regarding private label program. Settled 12/29/95.		01/01/1994	Dec-95
Card Systems USA v. ADSI	Contract dispute. Arbitrated in Chicago; \$1.5 mil claim; arb's ruled Card is due over \$500k from ADS. Cross-claims of approx \$250k are to be presented to arbitration panel shortly. Same pltf as previous suit arbitrated 1/20/98 in favor of ADSI but this suit limited to copier and fax contracts for ADSI's Arizona Osco stores. Arbitration panel ruled against ADS. Case settled for \$478,000. Final pmt made on 6/15/99.		Pre-merger	Jul-1999
City Heights Commission Dispute (Asset Management Group, Bill Tribolet, EVP)	Commission Dispute. Last date in file is 6/29/99. Waiting to see if Tribolet files claim.	#121-548-Lucky (SEC Fairmont & University, San Diego CA)	3/31/99 Pre-merger	Nov-1999
Conklin Landfill	Remediation and monitoring costs have been assessed at \$2.3 mil. New York State has demanded contributions from Jewel and several other PRP's. Outside counsel hired. We participated in conf. call 1/13/99 w/state, EPA and 17 PRPs. Most PRPs have entered tolling agreemnts that run at the end of March. 7/99-Case settled with state for \$15,000. EPA claims appear unlikely.		Pre-merger	Dec-1999
Corriere, Paul LP v. Lucky Stores, Inc., et al.	Notice of Default/Termination. Referred to outside counsel Kathy Lowe. LL filed complaint. Preparing answer. Recently rejected settlement proposal. 12/99-Discovery proceeding. Going to trial 3/00.	#6747 [formerly #247-Lucky] (B & 2nd St, 150 "B" Avenue, Coronado CA)	11/09/1998	
Cram v. Frito Lay & Albs.	Frito Lay driver fired for lack of performance. Interference with contract claim. Settled.	#3500	08/28/1995	Aug-98

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Davis, Gerald & Fannie Davis, et al. v. Osco Drug, Inc., et al.	Shoplifter death (11/9/99). Family filed suit 8 days after death and service of process was made on our atty, Mr. Curtis.	#5174-Osco (Main, 3948 Main St, Kansas City MO)	11/09/1999	
Eastgate Associates, et al v. ASPI, et al.  Super Saver, Inc. & ASPI v. Eastgate Assoc, et al.	Developers did not perform nor act in good faith; we backed out of deal; developers treated this as antcip'y breach. We filed Dec J-mt; they filed breach of K. Trial completed; 9/99-\$2.3 mil jury verdict plus atty fees against ASPI/SS - on appeal.	#110-383 (Fresno CA)	6/13/96 Pre-merger	
Engineered Refrigeration Systems v. Albertson's	Construction delay claim. We've sued Seminole Machine & Welding, who's responsible for some or all of delay. Settled at mediation 7/11/96. Albs paid \$411,000.	#8243 (Plant City Distribution Center, 1402 Albertson Dr., Plant City, FL)	03/01/1995	Jul-96
Environmental Law Foundation v. Crystal Geyser Company, et al. joined with Heather K. Smith v. Crystal Geyser Water Company, et al.	NRDC study alleges certain brands of btld wtr contain excessive amts of chemicals in violation of state, federal or industry standards. Suit filed in San Francisco Superior Ct. Charges based on health/safety code regulations. Lots of press on this issue-just responded to Dateline show. Lucky bottled wtr plant sold to Dean Foods 3/98. Cott Beverage will indemnify; Dean Foods will not. Stlmnt demand of \$800k; we are evaluating w/outside counsel. Discovery proceeding.	Northern CA	Pre-merger	
Ghames v. Lucky, Safeway, Target	Unfair Business Practices Act for scanner errors. 7/98-wrking w/pltf on informal exchanges of information re: monitoring of errors; trial postponed to 7/12/99 to allow parties to explore possibility of stlmnt. 7/12/99-settled for \$15,000.	Northern CA	Pre-merger	Oct-1999
HCH Transportation Advisors, LLC v. American Stores Company and Albertson's, Inc.	HCH demanding millions from ASC for transportation tax savings. We dispute the demand. HCH threatening to sue. HCH holding ASC trucking docs "hostage". 2/3/00-served w/S&C, interros, RFP.	Distribution Centers	10/01/1999	
Hogil Pharmaceutical Corp. v. ASC	Complaint filed 11/4/98 alleges ASC owes pltf approx \$285,000 for pharmaceutical products. ASC disputes and claims offsets, advertising, and reclamations. Business personnel from ASC and Hogil have reached stlmnt. Discovery has begun. Case settled.	-	Pre-merger	Oct-1999



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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Hufnagle, Barbara v. Albertsons, et al.	Tortious interference, slander, libel against company, store director, and groc mngr claiming they accused Hufnagle, a Nationmark rep, of theft which resulted in her losing her job. Pat Gallagher conducting investigation. Filed answer. 2/00-in discovery.	#4131-ABS (Spring Creek & Hwy 75, 131 Spring Creek Parkway, Plano TX)	11/15/1999	
IRES (California), Inc. v. Lucky Stores, Inc.	After ASC closed store, LL sued. Judge dismissed LL's complaints 3x in past but continues to permit him to file amended complaints. Settlement signed. Required to /s/ subtenant by 1/1/00. 2/00-drafting settlement docs.	#110-370-Lucky (2691 Blanding Ave, Alameda CA)	2/23/96 Pre-merger	
Kern County	Claims approx. 1,600 items in Kern County are out of date. Ltr received stating A.G. to file complaint on 2/23/00; gathering info.	Kern County, CA	02/08/2000	
Lemelson v. Albs.	Patent infrngmnt on scanning equipment. Rcvd demand ltr. Seeking indemnification from IBM, NCR, and Telxon. 1/00-attempting to determine our liability in light of challenges in various forums to Lemelson.	-	02/19/1999	
Lodi, City of on behalf of People of State of California v. Lucky, ASPI and related cross-complaints	City claims Lucky is responsible for chemicals released into sewer and dispersed into soil and groundwater because Lucky either owned or operated propy near former dry cleaner. City claims clnup costs could cost \$60-80 mil.; sued for contribution. Lucky denies claim. City has offered to settle for \$2 mil. 3/12/99-dfndt Anderson Consulting filed demurrer to ASPI's complnt. 4/7/99-Judge tentvly overruled demurrer. 4/21/99-judge issued order affirming tentative ruling. Continue negotiations w/city, state; file stlmnt motion w/court. Discuss stlmnt w/defndts. Mediation 10/20/99. 11/5/99-still negotiating. Set for trial 2/29/00. 2/3/00-rcvd cross-complaint for indemnification from Randtron.	#7208 (Lodi Ave, 530 West Lodi Avenue, Lodi, CA)	Pre-merger	
McCampbell v. Ralph's, Lucky, Safeway, et al. (Egg Antitrust)	Class action claiming grocers conspired to fix egg prices. Lucky's MSJ denied; Motion to decertify class denied. Motion for change of venue pending in appellate court. Motions in limine filed. Trial 7/12/99- Lucky's won. Motions for new trial/JNOV filed, denied. Filed appeal.	CA	Pre-merger	

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Mid-Atlantic Ice Cream Co. v. Acme	Breach of contract action by former supplier of ice cream. Answered complnt w/cross-claims against pltf. Ongoing discvry. Depos scheduled for 2/23-2/25 in Chicago.	-	Pre-merger	
Miner's Inc. v. Albs.	Purchase agreement dispute re: real estate taxes. Plft seeks \$268,312. 10/11/99-rcvd petition for decltry jdgmt. Filed answer. 2/00-in discovery - trial set for 9/00.	#2260 (Army Post & Union, Des Moines IA); #2261 (33rd & Hubbell, Des Moines IA); #2262 (86th & Douglas, Urbandale IA)	10/11/1999	
Nat Johnson Electrical Contractors, Inc. v. Albs.	Breach of contract. Jury trial set for 6/8/98. Settled.	#8295 (Houston Distribution Center, 23623 Colonial Park Way St 100, Katy, TX)	12/02/1996	Jun-98
Oxnard, City of v. Marketplace Partners II, LLP, et al. including Albs.	Suit against Albs for failing to contribute to Offsite Transportation Demand Management Fund (about \$1/2 mil.) 2/8/99-rcvd s&c. Settled for \$99,600.	#682 (Oxnard, CA)	02/01/1999	Aug-1999
PCE threatened litigation, Phoenixville PA	Threatened lawsuit. Contaminated groundwtr, may be due to several sources, including closed dry cleaning facility adjacent to Acme market.	#7721 (Phoenixville, 745 Starr Street, Phoenixville, PA)	Pre-merger	
Pennsauken Solid Waste v. State of New Jersey, et al. (including Acme)  Quickway v. Acme	Claim for improper disposal of solid waste and 3rd-party action for clean up of landfill. The stay of discovery for all Quickway defendants (including Acme) is still in effect. Litigation continues re: direction of defendants. Continue to monitor.	PA	Pre-merger	
Pine Equities (West Valley City, UT)	Lucky failed to exercise option; subleases to Smith's. Complaint, Answer & counterclaims filed. Proceeding w/litigation. 2/00-settlement documents signed; waiting for dismissal.	#58-ASC (West Valley City UT)	Pre-merger	
Plateau Partnership (Middle Earth Addition Property)	Environmental clean-up site in Casper, WY-Asbestos contamination. 6/2/95-ltr rcvd frm WY AGO: 2/13/96-will fix and monitor; will pay \$77,000 over next 20 yrs.	-	01/01/1994	Nov-94
Riverside CA	Negotiating consent order w/district atty; paid \$100,000 fine for Blythe store scanning violations. Settled.	#954 (Blythe, 840 East Hobson Way, Blythe, CA)	01/01/1998	Feb-1999

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Salt Lake City v. Albs.	City seeking reimbursement for collapsed irrigation line; Albs assumed responsbly from developer.	#364 (1300 East & Fort Union, 6989 S. 1300 E., Midvale, UT)	12/18/1996	
Sanders, Beth & Lee & Julie Hinnenberg v. Lucky Stores, Inc., Safeway, Cala Foods, Bell Market, Whole Foods Market CA, Millie Stone's Natural Farm Markets, et al. (Milk Antitrust)	Antitrust action filed against retailers alleging unfair competition and conspiracy in milk pricing. Complaint filed 4/16/99. MSJ filed 11/99; Settled.	CA	04/16/1999	
Serfecz, Joseph & First Chicago Trust Company of IL v. Jewel Food Stores and American Stores Properties, Inc.	ASPI litigation. When Jewel leased surplus site to non-food oprtr, LL sued for waste and breach of lease and violation of antitrust laws. Lease pmts made to plft during litigation. Two companion cases - condemnation/settled; civil rights/dismissed. Claim-several million dollars. Federal action dsmsd. Pltf refiled in state court. Finalize MSJ on both counts of state court complaint. 6/23/99-rcvd rqst for production. Case mngmt conf 7/7/99; trial 1/18-31/2000. Mediator (fed.judge) said Jewel would lose and maybe could settle for \$2 mil. 2/00-settled for \$2.5 mil.	#3220 [formerly #234-JO] (Biesterfield & Naperville, 20 W Biesterfield, Elk Grove Village IL)	Pre-merger	Jan-2000
Slot Machine Litigations Cardivan Company v. Albertson's and Raley's plus related cross-claims	CC operates gaming machines in Albs stores. Raley's /s/ contract with competitor to operate at divested stores. CC claims Albs breached it's K w/them by divesting stores to Raley's as ordered by the FTC. Rcvd complaint by fax 8/31/99. Lost Motion for Prelim Injnctn 9/13/99; appealed. Mediation 1/10/00. 1-18-00 settled.	Las Vegas, NV, Albertson's stores	07/12/1999	Jan-2000
Stolen Money Orders: California, Store #1633	4 boxes of money orders stolen from store. Issue: do we reimburse cashers of bad MOs? Working w/local P.D. to apprehend indivs. passing stolen MO's. 8/99-FBI investigating. 1/17/00-investigation continuing; assisting law enforcement in their investigation.	#6333-ABS [formerly #1633] (38727 N. Tierra Subida Ave, Palmdale, CA)	03/01/1999	
Stolen Money Orders: Utah, Store #360	1 box of money orders stolen from #360 (\$200k). Police have arrested suspects in UT. 1/00-Assisting law enforcement in their investigation.	#360-ABS (3420 South 5600 West, West Valley City UT)	03/01/1999	Jan-2000

ALBERTSON'S LEGAL DEPARTMENT  
 Claims With Potential of \$50,000+ in Liability  
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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
Super Food v. Albs.	Former wholesale grocery supplier sued Alb's for promissory estoppel and breach of contract. Court dismissed SF's claims on motion. SF appealed. Oral argument 12/13/94. We won; appeal denied.		01/01/1993	Jan-95
Surprise Lake Estate Owners Association, Inc., et al. v. Milton Assoc., et al, including Albs.	12/8/98-rcvd S&C re: alleged run-off into homeowners' lake. Answer prepared. Depo scheduled. Joint def. agr. prepared. 1/00-won on summary judgment.	#472-ABS (2800 Milton Way, Milton WA)	12/21/1998	Jan-2000
Tait Environmental	Failed to discover asbestos, PCBs at site. We paid for clean-up and may seek reimbursement of excess costs.	#16-P	08/02/1995	
Terramerica Corporation, et al. v. Albs., et al.	We sublease to Deseret Industries. LL wants Albs there instead of D.I. so that he can collect % rent. 9/21/98-rcvd notice of default. Recvd "Notice to Quit". Suit filed. D.I. is an indispensable party. 1/18/00-Pltf to name D.I., ABS agreed to indemnify D.I.; 2/00-In discovery.	?	09/21/1998	
Vaughn v. Smitty's Supermarkets, et al.	Plaintiff claims Trottier concealed pending sale of Smitty's to Albs while inducing him to sell his stock to him; Vaughn claims he lost \$1.5 million in transaction.		09/23/1998	
Warren, Alene v. Albs.	Dispute w/seller on amount Albs is willing to pay not to purchase parcel. 9/5/96:Complaint filed. 11/96-Settled for \$57,500.	#247 (Yakima, WA)	10/01/1994	Nov-96
Weingarten Realty Investors Property v. Albs. (Albs has filed counter-claim)	Albs. term. lease; WRIP suing for wrongful termntn. 10/99-judgment entered in our favor; pltf is appealing.	#4102-ABS (4th & University, Lubbock TX)	04/06/1998	
Whirlpool v. Albs.	TM infringement and trade dress on Whirl. Whirlpool Corp filed suit in Idaho. 1/00-negotiating settlement, to including changing our packaging.		04/01/1999	

ALBERTSON'S LEGAL DEPARTMENT  
Claims With Potential of \$50,000+ in Liability  
1992-2000

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CASE NAME	DESCRIPTION	STORE #	DATE OPENED	DATE CLOSED/ COMMENTS
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Lawsuits against American Stores Company and/or its subsidiaries (Lucky, Jewel, Super Saver, American Stores Properties, Inc. [ASPI], American Drug Stores [ADSI], Acme, etc.) are reported only if they were active at the time of the Albertson's / American Stores Company merger on June 23, 1999, or were opened after that date.

RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
919865	1	HEAZLE, DEBORAH	C	03-Jan-92	SLIP & FALL/SHORTENING/NECK HE
931601	1	CHAMPION, PATRICK	C	07-Jan-92	STRUCK BY FALLING OBJECT
734172	1	MURRAY, CLARA	C	29-Jan-92	SLIP & FALL-PLASTIC-MULTI
976679	1	ELIAS, JOSELYN	C	12-Feb-92	SLIPP/FALL ON RAIN WATER
920143	1	HALL, WILLIAM	C	12-Feb-92	TRIPPED OVER MAT/BACK
976758	1	FERNANDEZ, ROSALINDA	C	19-Feb-92	STRUCK BY SHOPPING CART
734764	1	WILSON, BETTY	C	04-Apr-92	RAN CART INTO ANKLE
920636	1	FUNKE, DIANNA	C	10-Apr-92	SLIP & FALL/WATER/R KNEE
977124	1	PROHASKA, DOROTHY	C	10-Apr-92	SLIP/FALL ON NOTHING
920717	1	JOHNS, DOROTHY	C	27-Apr-92	SLIP & FALL/CHIX BLOOD/BACK
927460	1	CRITZER, GARY	C	28-Apr-92	INJURED BACK UNLOADING TRAILER
977379	1	DEBRANCA, SANDY	C	23-May-92	SLIP/FALL ON WATER
735423	1	LA ROSA, CHRIS	C	27-May-92	SLIP & FALL/WATER/MOUTH
735378	1	NELSON, KATIE	C	31-May-92	SLIP & FALL-RAIN/FX ARM/HIP
921190	1	ATTWOOD, DWAIN	C	03-Jun-92	WRONG PRESCRIPTION/DEATH
977662	1	EISENBERG, ABIGAIL	C	12-Jun-92	SLIP/FALL ON MAYO
921461	1	WILSON, REGENIA	C	18-Jun-92	STRUCK BY FALLING PANEL/R FOOT
735893	1	FLESZAR, EDWARD	C	26-Jun-92	SLIP ON MOPPED FLOOR/BACK
921541	1	BOROWIEC, WALDEMAR	C	02-Jul-92	SLIP & FALL/CHERRIES/R ANKLE
735886	1	SOPKO, ARDELL	C	04-Jul-92	SLIP&FALL-WATER/BACK
736139	1	MCFARLAND, KATHRYN	C	07-Jul-92	SLIP&FALL-WATER/HIP
736211	1	CURL, LISA	C	16-Jul-92	SLIP & FALL WET/BACK
737265	1	BUTLER, DWAYNE	C	23-Jul-92	PIN BETWEEN CART/PALLET/BACK
736254	1	BERGMAN, JOHN	C	25-Jul-92	STEP ON CHAIN/FX HIP
736434	1	GAUGH, MILDRED	C	31-Jul-92	TRIP OVER CURB IN PARKING LOT/
922046	1	ROBINSON, SHELVA	C	31-Jul-92	SLIP & FALL/WATER/SPLITS
979225	1	YANES, CARMEN	C	03-Aug-92	S/F SODA
736399	1	HULL, SHAUN	C	08-Aug-92	SLIP ON SLICK FLOOR/BACK
978119	1	LANDSOM, MARJORIE	C	08-Aug-92	TRIPPED ON CARDBOARD BOX
978726	1	AMES, BOYD	C	18-Aug-92	SLIP/FALL ON WATER
738870	1	SCHWARTZ, MARY	C	22-Aug-92	ROBBED/ASSAULT
736625	1	WILCOX, DAWN	C	22-Aug-92	SLIP & FALL-WATER/FX KNEE R
979310	1	FRANK, LEE	C	23-Aug-92	SLIP/FALL ON WATER
736922	1	HUFFMAN, GLADYS	C	23-Aug-92	SLIP & FALL-WATER/MULT
736942	1	KELLEY, LILLIAN	C	29-Aug-92	SLIP & FALL WATER/R KNEE
737213	1	CHODA, KOWSKI	C	19-Sep-92	SLIP & FALL-SOAP/MULTI
743524	1	TAYLOR, KIMBERLY	C	25-Sep-92	WRONGFUL DEATH/RX
737275	1	PINKSTON, PHYLLIS	C	27-Sep-92	SLIPPED ON GRAPE/MULTI
978746	1	RODRIGUEZ, DEBRA	C	07-Oct-92	SLIP/FALL ON ICE CREAM
923594	1	GRONEMAN, R	C	05-Nov-92	UNKNOWN ACCIDENT
923052	1	WILLIAMS, GLADIS	C	11-Nov-92	SLIP & FALL/RAIN WATER/LEG
737967	1	BENNETT, SHARON	C	18-Nov-92	FELL OVER PALLET/BACK
979101	1	LOBATOS, HELEN	C	20-Nov-92	S/F BABY OIL
923146	1	DAVIDSON, MARIANNE	C	25-Nov-92	TRIPPED ON MAT/FX HIP
923097	1	DIAL, JUDY	C	29-Nov-92	SLIP & FALL/ICE/FX ANKLE
738141	1	HARROD, CRETH	C	02-Dec-92	SLIP&FALL-RAIN/MULTI
979202	1	BATES, MERIAM	C	03-Dec-92	S/F ONION SKIN
738632	1	STARTZ, KEITH	C	05-Dec-92	CASE OF BEER FELL ON HEAD/MULT

Key: S/F = slip and fall

T/F = trip and fall

Does not include: 1) motor vehicle claims; or 2) claims for former American Stores Company and it's subsidiaries.

RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
738175	1	DACTYLIDIS, JAMES	C	08-Dec-92	SLIP & FALL-WATER VALVE/MULTI
923246	1	SHIELDS, JIM	C	13-Dec-92	LOST BALANCE & FELL/FX HIP
738375	1	CREEL, MARIA	C	30-Dec-92	SLIP & FALL-SUGAR/BACK
923447	1	CHRISTENSEN, BECKY	C	31-Dec-92	SLIP & FALL/CHICKEN BLOOD/MULT
923394	1	KELLER, ROSE	C	31-Dec-92	TRIPPED ON HOLE IN FLOOR/FX KN
979288	1	SALAMEH, SALAMEH	C	16-Jan-93	SLIP/FALL ON RAIN WATER
923716	1	WIENER, MILTON	C	29-Jan-93	SLIP & FALL/GRAPES/KNEE
924092	1	MARQUEZ, EVA	C	04-Feb-93	SLIP & FALL/NOT SPECIFIED
739076	1	GASTON, LOUISE	C	20-Feb-93	SLIP & FALL-SPAGETTI/HIP
923972	1	HUGHES, JUANITA	C	10-Mar-93	SLIP & FALL/WATER/L KNEE
739403	1	DAVIS, KENNETH	C	17-Mar-93	SLIP & FALL-RAIN/L KNEE
980539	1	SHROFF, RASHMI	C	01-Apr-93	SLIP/FALL ON EGG
739687	1	ROBBINS, MARY	C	10-Apr-93	SLIP ON MOPPED FLOOR/L KNEE
924287	1	VELARDE, CHRISTINE	C	17-Apr-93	STRUCK BY EMPL PUSHING CART/PE
739776	1	FUENTES, SONJA	C	18-Apr-93	CHILD FELL/CART/FX HEAD
979954	1	ROBINSON, FRAN	C	18-Apr-93	SLIP/FALL ON GRAPES
740197	1	TORINA, LEE	C	24-Apr-93	LAW CHAIR BROKE/MULTIPLE
739885	1	GODSO, BETTY	O	25-Apr-93	SLIP & FALL-OIL/MULTI
739892	1	KUCHTA, DENNIS	C	27-Apr-93	SLIP & FALL-EGG/BACK/HIP
740027	1	MURPHY, MARY	C	05-May-93	STEPPED ON PENNY-FELL/FX KNEE
980291	1	AGUIRRE, EDUARDO	C	05-Jun-93	S/F RAINWATER
750522	1	MORGAN, PATRICIA	C	08-Jun-93	ASSAULT/RAPE-MULT
740632	1	LANGLEY, DONALD	C	13-Jun-93	SLIP&FALL-WATER/MULTI
740967	1	RANYAK, CRYSTAL	C	03-Jul-93	WRONG RX FILLED/SICK
741006	1	MERAZ, ROSE	C	07-Jul-93	SLIP & FALL-WATERMELON/MULTI
741566	1	ZAMPOGNA, MARY	C	14-Jul-93	STRUCK BY DOOR-CART/MULTI INJ
743770	1	WEBER, HENRIETTA	C	05-Aug-93	SLIP/FALL-MEAT/LF KNEE
925490	1	CASTANEDA, MOLLY	C	14-Aug-93	SLIP & FALL/WET FLOOR/LEG BACK
741780	1	BAJARIA, RAUF	C	17-Aug-93	SLIP&FALL/UNK RT LEG
742235	1	PENAVS, CHRISTY	C	28-Aug-93	SLIPPED MILKY SUB/MULTI
981170	1	AYALA, BEVERLY	C	01-Sep-93	SLIP/FALL ON WATER
742375	1	CACCIATORE, STEVEN	C	11-Sep-93	SLIP & FALL WATER/BACK
925960	1	KNIGHT, ARLY	C	13-Sep-93	SLIP & FALL/WATER/HIP,LEG
981292	1	MATTA, EDILIA	C	17-Sep-93	SLIP/FALL ON JELLO
742351	1	COLLINS, SENIOR	C	18-Sep-93	MEAT PAN FELL HIT ANKLE
981380	1	HARRIS, HARRIET	C	29-Sep-93	HIT BY PALLET JACK
926198	1	FELIX, MARY	C	02-Oct-93	SLIP & FALL/BACK KNEES
742917	1	ELDER, ANN	C	09-Oct-93	SLIP & FALL-WATER/MULTI
742940	1	BOLLIICH, SHANNON	C	01-Nov-93	SLIP & FALL-GRAPES/TAILBONE
746345	1	BAUGH, DAVID	C	06-Nov-93	MINOR ALLEGES SEXUAL ASSAULT
744119	1	SELF, MICHELLE	C	09-Nov-93	HIT BOX FELL FROM PALLET/MULTI
926517	1	FRANKLIN, BOB	C	12-Nov-93	SLIP & FALL/WET FLOOR/SHOULDER
926450	1	PIRTLE, JOANNE	C	12-Nov-93	S & F IN COOKING OIL/FRACTURED
926537	1	KAYS, JO	C	02-Dec-93	SLIP & FALL/OIL FROM CAR/FX HI
743594	1	BEHLING, GILBERT	C	24-Dec-93	SLIPPED ON PLANT STEM/HIP
743769	1	HARTMAN, NANCY	C	06-Jan-94	SLIP/FALL/LIQUID/LF KNEE
982057	1	ANDERSON, MARY	C	12-Jan-94	SLIP/FALL ON COOKIE
744158	2	CROW, MICHAEL	C	12-Jan-94	ALLEGES EMP HIT HIM/INJ UNK

Key: S/F = slip and fall

T/F = trip and fall

Does not include: 1) motor vehicle claims; or 2) claims for former American Stores Company and it's subsidiaries.

RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
743960	1	BAKER, THEREASA	C	16-Jan-94	SLIP & FALL-WATER/MULTI
743764	1	ASHLOCK, FRANK	C	21-Jan-94	SLIP & FALL-RAIN/FX HIP
927112	1	THOMPSON, GLADYS	C	28-Jan-94	TRIPPED OVER CART WHEEL/HIP
744202	1	TRAGER, JOSEPHINE	C	04-Feb-94	CAUGHT IN DOOR/FX HIP
753162	1	ROSS, GLYNN	C	14-Feb-94	FELL/STRUCK BY COMPACTER TRASH
982467	1	JOHNSON, DEBORAH	C	23-Feb-94	S/F ON PRODUCE OVERSPRAY
982575	1	OSTROWSKI, ANNETTE	C	26-Feb-94	SLIPPED ON PISTACHIO SHELL
982406	1	EUGENE, ELMIRA	C	27-Feb-94	SLIP AND FALL ON GRAPE
931287	1	PIERCE, CHARLES	C	03-Mar-94	SLIP AND FALL/UNKNOWN INJURY
941381	1	WARREN, CORY	C	04-Mar-94	STABBED IN CHEST IN PARKING LO
982560	1	HUNSAKER, MARION	C	10-Mar-94	STRUCK BY DOOR
744712	1	HUNTER, MARIAN	C	17-Mar-94	SLIP/FALL-GRAPE/LF KNEE
982660	1	JANSEN, DEBORAH	C	27-Mar-94	SLIP/FALL ON GRAPE
982618	1	ROSS, LOLA	C	29-Mar-94	SLIP/FALL ON CRAB MEAT
751119	1	SERGEANT, MELINDA	C	22-Apr-94	ALLEGES ABDUCTED/RAPED
751119	2	WILSON, MICHELLE	C	22-Apr-94	ALLEGES ABDUCTED/RAPED
745444	1	DILWORTH, SHERYL	C	30-Apr-94	GROC CART STRUCK CUST/BACK
982989	1	TAYLOR, JACK	C	13-May-94	SLIP/FALL ON CHICKEN BLOOD
983010	1	CACUCI, GABRIEL	C	15-May-94	SLIP/FALL ON PLEDGE POLISH
985234	1	ROCHA, ALFREDO	C	15-May-94	PRODUCT MALFUNCTION
928060	1	ELDER, ALICE	C	22-May-94	SLIP AND FALL/GRAPE/L KNEE
758143	1	LUND, OWE	C	23-May-94	INJURED UNLOADING TRUCK/UNK
745879	1	BENSON, IRIS	C	02-Jun-94	SLIP/FALL-GRAPE/KNEE
746111	1	BOYETTE, BONNIE	C	18-Jun-94	PICKLE JAR FELL ON FOOT
746373	1	SERAFINE, BARBARA	C	08-Jul-94	SLIP&FALL-CHERRY/MULTI
928859	1	PURSLEY, SHARON	C	16-Jul-94	SLIP AND FALL/MOPPED FLOOR/LKN
928946	1	KEENER, ALEXSIS	R	27-Jul-94	WRONG PRESCRIPTION
748403	1	ARMES, JAY	C	01-Aug-94	HEAVY EQUIP DAMAGED PROPERTY
746984	1	WETHERELL, LARAIN	C	13-Aug-94	SLIP&FALL-WATER/SHOULDER
983997	1	PITMAN, BEVERLY	C	16-Aug-94	SLIP/FALL ON WATER
984037	1	HART, TOM	C	20-Aug-94	SLIP/FALL ON WATER
747123	1	SHARP, CAROLE	C	22-Aug-94	SLIP&FALL-WATER/L KNEE
942000	1	SLOAN, LOIS	C	27-Aug-94	TRIP & FALL/STEEL BARRIER/ELBO
747239	1	GOBEA, ROSA	C	28-Aug-94	SLIP/FALL-JUICE/RT KNEE
747339	1	MCCOY, DORIS	C	04-Sep-94	TRIPPED/RUG/MULT
747387	1	GRUEN, KAREN	C	09-Sep-94	SLIP & FALL-FLOWER/MULTI
747528	1	POOLEY, LILLIAN	C	09-Sep-94	SLIP ON MOPPED FLOOR/FX KNEE
747502	1	MYERS, JEANETTE	C	14-Sep-94	SLIP & FALL-UNKNW/GROIN
929606	1	DENNEE, PATRICIA	C	17-Sep-94	SLIP AND FALL/SODA OR COFFEE/B
984496	1	GIBNEY, DALE	C	23-Sep-94	SLIP/FALL ON WATER
984576	1	ALLEN, DALLAS	C	26-Sep-94	SLIP/FALL ON GRAPES
929787	1	LEWIS, PATRICIA	C	03-Oct-94	TRIPPED ON PALLET/HIP
748877	1	LEE, HALEY	C	10-Oct-94	WRONGFUL RX
748005	1	BREVARD, CONSTANCE	C	13-Oct-94	TRIP OVER BOX/FX L HIP
748182	2	DESELMS, FLORENCE	C	25-Oct-94	CAUGHT IN DOOR/SHOULDER
748430	1	AUER, JENNIE	C	07-Nov-94	SLIP & FALL-WATER/BACK
930059	1	BAER, WAYNE	C	07-Nov-94	SLIP AND FALL/HEAD
748740	1	LOVE, LEILA	C	19-Nov-94	SLIP & FALL-GREEN BEAN/MULTI

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RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
748737	1	OWEN, WILLIAM	C	19-Nov-94	SLIP & FALL-RAIN-L ELBOW
930302	1	CURRY, PAM	C	20-Nov-94	SLIP AND FALL/WATER/L KNEE HIP
985051	1	WADE, SUSAN	O	22-Nov-94	STRUCK BY PRODUCT
748949	1	HENNESSEY, ANITA	C	06-Dec-94	TRIP CART CORRAL/MULTI
930548	1	WARREN, JEAN	C	11-Dec-94	SLIP AND FALL/OIL/R KNEE L HIP
985381	1	CASTILLO, VERNA	C	17-Dec-94	S/F ON UNKNOWN
749281	1	KIELB, HANK	C	04-Jan-95	SLIP HIT HAND ON SHELF
749480	1	BEEGLE, KEVIN	C	13-Jan-95	ATTEMPTED TO STOP PALLET/WRIST
749444	1	HALLMAN, TERESA	C	16-Jan-95	SLIP & FALL-GRAPE/KNEE
749539	1	EGGLETON, TANGELA	C	17-Jan-95	SLIP & FALL-ORANGE JUICE/MULTI
930827	1	PACHL, BRANDON	C	18-Jan-95	WRONG RX/BRAIN DAMAGE
749783	1	CERVANTES, ANTWANET	C	21-Jan-95	TRIP ON CURB/R KNEE
749588	1	DEVILLE, JOSELYN	C	26-Jan-95	SLIP & FALL UNK LIQUID KNEE
749662	1	POLTL, ALICE	C	30-Jan-95	WRONGFUL RX
752483	1	CROWE, JR	C	01-Feb-95	WRONGFUL RX/DEATH
931099	1	ST PETER, MARIE	C	13-Feb-95	SLIP AND FALL/HIP
750296	1	HORN, MARILYN	C	14-Feb-95	VICTIM OF ROBBERY/SHOULDER
749942	1	KENNING, NANCY	C	14-Feb-95	SLIP-FOREIGN OBJ/MULTI
750006	1	SMITH, KELLI	C	19-Feb-95	SLIP-COOKING OIL/R KNEE
986016	1	LEAVY, FLORENCE	C	12-Mar-95	SLIP/FALL ON FAT
750493	1	BYRD, ALMA	C	26-Mar-95	TRIPPED OVER CASE JUICE/MULTI
931821	1	BOONE, BESSIE	C	12-Apr-95	TRIP AND FALL/PALLET/FX HIP
750803	1	RABORN, JOSEPH	C	12-Apr-95	SLIP & FALL-WATER/R SHIN
986463	1	BAILEY, GRACE	C	19-Apr-95	TRIP ON STICKER
935200	1	FACIO, ADOLPHO	C	19-Apr-95	KNOCKED DOWN BY ROLLING DOOR
932235	1	ELLIS, PATRICIA	C	06-May-95	SLIP AND FALL/LOTION/L KNEE
751488	1	MEDINA, JR	C	15-May-95	EMP BUMPED-LEG HIT COUNTER
752088	1	MCTEE, REBECCA	C	20-May-95	SLIP & FALL-YOGURT/R KNEE
751568	1	ARONSON, LINDA	C	28-May-95	SLIP & FALL-WATER/FX ANKLE
751674	1	JOHNS, SHIRLEY	C	01-Jun-95	SLIP & FALL-WATER/MULTI
752109	1	COMPTON, MIKE	C	24-Jun-95	SLIP & FALL-RAIN/R SHOULDER
752241	1	VASQUEZ, RAMON	C	24-Jun-95	WRONGFUL RX/DECEASED
752176	1	WARD, GRACE	C	27-Jun-95	TRIPPED ON RUG/HIT HEAD
752595	1	RAMOUNIEH, RAFAT	C	18-Jul-95	SLIP & FALL-URINE/R ELBOW
753336	1	KRARUP, GARRETT	C	19-Jul-95	SLIP & FALL WET WHITE SUB/MULT
987527	1	SPERO, GAIL	C	27-Jul-95	S/F WATER
752862	1	CORTEZ, JACINTA	O	01-Aug-95	SLIP & FALL-WATER/BACK
752982	1	ALEXANDER, WILLIAM	C	05-Aug-95	APPREHENDED FOR SHOPLIFTING/DE
987670	1	ERICKSON, LARRY	C	10-Aug-95	S/F UNKNOWN
933730	1	GARDENER, VERN	C	17-Aug-95	SLIP AND FALL/UNKNOWN INJURY
933831	1	GOURDIN, CAROLE	C	20-Aug-95	SLIP AND FALL/BACK
933777	1	ROBERTS, SARAH	C	21-Aug-95	SLIP & FALL/WET FLOOR/BACK STR
753324	1	MARION, RITA	C	22-Aug-95	SLIP & FALL-SPICY MUSTARD/INJ
761737	1	MCCLURE, JUDY	O	24-Aug-95	STRUCK BY FORKLIFT/RSD
753473	1	CHAMPION, TODD	C	31-Aug-95	SLIP & FALL-WATER/MULTI
933972	1	MADSEN, JEAN	C	04-Sep-95	TRIP & FALL/PALLET/RT HIP PAIN
753689	1	FULLER, NORENE	C	13-Sep-95	SLIP & FALL-GRAPE/HIP
988121	1	HOJABRI, SHERRY	C	18-Sep-95	STRUCK BY BAKERY CART

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RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
753772	1	MACALPIN, KENNETH	C	21-Sep-95	SLIP & FALL-LETTUCE/SHOULDER
936249	1	HARTLEY, RICHARD	C	05-Oct-95	WRONG RX/BYPASS SURGERY
934881	1	MURPHY, ANNA	C	03-Nov-95	TRIPPED OVER PALLET/FRACT SHOUL
754699	1	HOLT, JACQUELINE	C	11-Nov-95	SLIP & FALL-WATER/BACK
754717	1	MORRIES, DOROTHY	C	11-Nov-95	SLIP & FALL-COOKING OIL/BACK
988745	1	DRAKE, DARWIN	C	16-Nov-95	SLIP/FALL ON LEAF
755076	1	ROLLINS, RAYMOND	C	29-Nov-95	SLIP & FALL-WET FLOOR/BACK
935405	1	NEUBAUER, JEFF	C	12-Dec-95	CANOPY KNOCKED HIM DOWN
989143	1	RODRIGUEZ, ESTELLA	C	29-Dec-95	SLIP/FALL PLASTIC
935676	1	VISSER, ANGELA	C	30-Dec-95	SLIP & FALL/CORN MEAL
935695	1	SIEGAL, IDA	C	31-Dec-95	TRIPPED OVER CART/FRACTURED AR
755855	1	MCLAIN, CAROL	C	17-Jan-96	WRONGFUL RX
935945	1	HELBIG, NORMA	C	18-Jan-96	SLIP & FALL/SNOW/SHOULDER
936188	1	FRASURE, WILLIAM	C	05-Feb-96	SLIP AND FALL/FRACTURED ANKLE
756248	1	DURHAM, SUSAN	C	09-Feb-96	SLIP & FALL - EGG/L HIP - BACK
936877	1	BUCHANAN, WAYNE	O	22-Feb-96	PINNED ON A SCISSOR LIFT/RIBS
989651	1	STRAW, RAYMOND	C	29-Feb-96	S/F SODA DROPLETS
756679	1	SIEGEL, DORIS	C	02-Mar-96	SLIP & FALL-RAIN/MULTI
756883	1	ENGLE, BRIAN	C	17-Mar-96	SLIP & FALL-MOPPED FLOOR/ARM
936668	1	MORRIS, LUCILLE	C	18-Mar-96	TRIP & FALL/SHOULDER
757260	1	WASHINGTON, PEGGY	O	03-Apr-96	SLIP & FALL-WATER/RT ARM
757327	1	DERINGTON, JUANITA	C	05-Apr-96	SLIP & FALL-WATER/WRIST
757354	1	PETERS, MARVIN	C	05-Apr-96	SLIP & FALL-RAIN/HIP
990240	1	KAHL, ROBERT	C	23-Apr-96	FORKLIFT CRUSHED FOOT
757697	1	LEVENDIKIS, MARILU	C	23-Apr-96	SLIP & FALL-WATER/BACK
990312	1	COOK, BRENDA	C	27-Apr-96	STRUCK BY CART
757753	1	GANZMAN, MARVIN	C	27-Apr-96	STRUCK BY CART-EE/ANKLE
990259	1	BERRY, SHANNON	C	28-Apr-96	S/F MELTED ICE
760494	1	ROGILLIO, JAMES	C	12-May-96	DELIVERING FROZEN GOODS-FELL I
758429	1	LOYD, DAPHNE	C	01-Jun-96	SLIP & FALL NOTHING ON FLOOR/M
990754	1	KOKE, COLLEEN	C	09-Jun-96	SLIP/FALL ON WATER
990817	1	MCNAIR, PATRICIA	C	13-Jun-96	SLIP/FALL ON GRAPE AT ENTRANCE
990830	1	RODGERS, JEANINE	C	14-Jun-96	SLIP/FALL ON MILK
995462	1	DIOGUARDI, FRANK	C	26-Jun-96	FELL FROM LADDER
759630	1	LAPETINA, NICHOLAS	C	28-Jun-96	WRONG RX
758976	1	MORSE, ROBERT	C	29-Jun-96	SLIP-WATER DROPS/GROIN
GL1996TX00000	1	HALLGATH, CHARLES	C	05-Jul-96	DRIVER WAS HIT ON HEAD W/BOX O
938323	1	ISENSTADT, VICKI	C	05-Jul-96	SLIP & FALL/WATER
759259	1	MARTINEZ, MARTHA	R	10-Jul-96	SLIP & FALL-DETERGANT/BUTTOCKS
759534	1	KIDD, MARTHA	C	24-Jul-96	SLIP & FALL-NOTHING ON FLOOR/K
759638	1	EDWARDS, MARY	C	26-Jul-96	LUNG DAMAGE/MURATIC ACID FUMES
991444	1	RILEY, EXIE	C	04-Aug-96	STRUCK BY PRODUCT
759762	1	SMITH, CASSANDRA	C	04-Aug-96	SLIP & FALL-WATER/MULTI
759832	1	SPEARS, JANET	C	07-Aug-96	SLIP & FALL-UNK SUB/L WRIST
760210	1	THATCHER, JOANN	C	26-Aug-96	SLIP/FALL-RAIN/KNEE
939205	1	HOLLOPATER, CAROL	C	28-Aug-96	SLIP & FALL/MILK
760311	1	STEWART, CAROLYN	C	01-Sep-96	SLIP & FALL-BEER/WRIST
939338	1	FISHER, DIANE	C	04-Sep-96	SLIP & FALL/CHEESE/BACK

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RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
760391	1	HARPER, ALDEAN	C	05-Sep-96	PRIZE WHEEL FELL/MULTI
760419	1	GUHMAN, JENNIFER	C	07-Sep-96	SLIP & FALL-WATER/KNEE
760658	1	FUQUA, ANDY	C	17-Sep-96	SLIPPED-WATER/CLEANER/MULTI
940329	1	CINKO, RON	C	01-Oct-96	WRONG RX/UNKNOWN INJURY
762232	1	EBEY, MARY	C	02-Oct-96	CLMT WAS MUGGED/FX LEG
761037	1	HOPE, CAROLYN	C	05-Oct-96	TRIP & FALL-CAUGHT FOOT IN DRA
761718	1	METTLER, LUCI	O	20-Oct-96	SLIP & FALL-GREEN VEGGIE/BACK
761319	1	GONZALES, VICNTA	C	21-Oct-96	SLIP & FALL-OILY SUB/INJ UNK
761503	1	WEISMAN, MANDEL	C	31-Oct-96	SLIP & FALL-FEET/HIP FX
992625	1	HARRINGTON, LILLIAN	C	17-Nov-96	SLIP/FALL ON WATER
761854	1	COLBY, ANTHONY	C	20-Nov-96	SLIP & FALL-UNK SUB/HEAD
941990	1	MORGAN, EUSTOLIA	C	05-Dec-96	RX ERROR
762440	1	MOORE, DORRINE	O	22-Dec-96	SLIP & FALL-UNK CAUSE/KNEE
762736	1	BEAVERS, DOROTHY	C	24-Dec-96	WRONG RX
763518	1	GRONER-WATSON, ARLE	C	29-Dec-96	SLIP & FALL-WATER/BACK
762670	1	ROGALSKI, JEANNINE	C	02-Jan-97	SLIP & FALL-GRAPES/HIP
941210	1	HUERTA, DELFINO	C	15-Jan-97	SLIP & FALL/WATER/BACK
993330	1	O'BRIEN, EMOGENE	O	23-Jan-97	STRUCK BY SHOPLIFTER
763113	1	HAYEK, NICHOLAS	O	26-Jan-97	STRUCK BY CARTS/BACK
765833	1	PROENZA, HUBERTO	C	04-Feb-97	FELL-UNK CAUSE/INJ UNK
763605	1	DRAKE, VERA	C	19-Feb-97	TRIP & FALL-POWER BOX/INJ UNK
993655	1	VILLICANO, OLIVIA	C	21-Feb-97	S/F PIECE OF RAW MEAT
763637	1	CREWS, PAMELA	O	22-Feb-97	SLIP & FALL-WATER/MULTI
763711	1	BROWN, CORALIA	C	24-Feb-97	CAR JACKING-P LOT/SHOT-ARM
764339	1	RIVERO, DUBY	C	29-Mar-97	SLIP & FALL-GRAPE/LEFT LEG
994391	1	TUCKER, JOHN	O	15-Apr-97	SLIP/FALL ON WATER
994478	1	MULLER, NANCY	C	24-Apr-97	S/F ON PLASTIC BAG
765196	1	ADAMS, JIM	C	07-May-97	MUGGED IN PARKING LOT/MULTI
766358	1	FRANK, MADELINE	O	26-Jun-97	SLIPPED-OILY SUB/L KNEE
995797	1	LEONARDO, DANIEL	C	29-Jun-97	TRIPED/FALL BREAD RACK
766575	1	WATSON, JODIE	C	06-Jul-97	TRIPPED ON CURB/MULTI
766909	1	HUNT, LISA	O	20-Jul-97	SLIP & FALL-EGG YOLK/MULTI
767303	1	SMITH, SHARON	O	04-Aug-97	SLIP & FALL-COKE/L KNEE
944582	1	WATERS, BERTHA	C	04-Aug-97	STRUCK BY FALLING RACK/HEAD
767528	1	BROWN, BARBARA	C	15-Aug-97	SLIP&FALL-SALAD DRESSING/L LEG
767588	1	RAY, HAZEL	O	15-Aug-97	SHOPLIFTER SHOVED EE INTO CLMT
767589	1	WELCH, BRENDA	O	16-Aug-97	SLIP & FALL-BRILLO PAD/SHOULDE
767595	1	WHITE, AGNES	C	17-Aug-97	SLIP&FALL-BERRY/R KNEE
767794	1	SUMMERS, DANIEL	C	23-Aug-97	SLIP & FALL-WET FLOOR/MULTI
944965	1	BRIGGS, SALLY	R	26-Aug-97	STRUCK BY FALLING RACK/BACK
945498	1	DITZEN, BRENDA	O	01-Sep-97	STRUCK BY METAL POLE
768092	1	WINDER, HAROLD	C	03-Sep-97	TRIPPED-WIRE RACK DISPLAY/HIP
768186	1	HADUCA-DIECKHAUS, PR	O	07-Sep-97	STRUCK BY SWING DOOR/HEAD
945229	1	HOWARD, VELCINE	O	08-Sep-97	TRIP AND FALL/MULTIPLE
768374	1	DELEON, LINDA	C	17-Sep-97	SLIP & FALL-COKE/MULTI
768473	1	TOLES, LEE	C	21-Sep-97	SLIP & FALL-BROKEN JAR/MULTI
768606	1	SEIBERT, DONNA	C	26-Sep-97	SLIP&FALL-WATER/MULTI
768807	1	DAVIS, LINDA	O	07-Oct-97	CART HIT POTHOLE-FELL/MULTI

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RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
998098	1	OWER, ESTELLA	O	19-Oct-97	EMPLOYEE BUMPED CLMT/CLMT FELL
945973	1	LANSING, LLOYD	C	20-Oct-97	SLIP AND FALL/HIP
769122	1	CHWALISZEWSKI, LORET	C	21-Oct-97	SLIP & FALL-WET FLOOR/L KNEE
998113	1	SHIMER, TED	C	22-Oct-97	S/F ON WATER
769277	1	DAVIS, HOWARD	C	29-Oct-97	SLIP & FALL-KARO SYRUP/MULTI
946196	1	MARX, GEORGE	C	04-Nov-97	STRUCK BY FORKLIFT
769436	1	DEPREE, CATRINA	C	06-Nov-97	SLIP & FALL-MEAT BLOOD/KNEE
769482	1	HINOJOSA, MARY	O	07-Nov-97	TRIP & FALL-PALLET/MULTI
946547	1	BRESHEAR, SEAH	C	26-Nov-97	SLIP AND FALL/BACK
946543	1	GIBBENS, RUTH	O	26-Nov-97	SLIP & FALL/GREASE/LEGS
769880	1	NEELEY, JOY	O	26-Nov-97	TRIPPED OVER PALLET/R KNEE
770206	1	MULLINS, EDWARD	R	15-Dec-97	FELL-PANTS SNAGGED PIPE/BI LAT
770326	1	BERT, TERESA	C	19-Dec-97	TRIP & FALL-POLE/FACE
999118	1	ESPINOZA, JENNIE	C	21-Dec-97	S/F ON RAINWATER
770342	1	WILLIAMS, LIZ	R	21-Dec-97	SLIP & FALL-UNK CAUSE/INJ UNK
770471	1	KING, GARNET	O	28-Dec-97	STRUCK BY GROC CART WHILE AT G
947074	1	SMITH, HEATHER	C	01-Jan-98	SLIP AND FALL/WRIST
770612	1	SAUCEDO, RICKY	R	02-Jan-98	EE BUMPED VENDOR W/PALLET/BACK
770713	1	CLARKE, MADGE	C	07-Jan-98	SLIPPED-PIECE OF MEAT/WRIST
770834	1	MORRIS, CAROLYNE	C	12-Jan-98	SLIP & FALL-UNKNOWN/HIP
770885	1	COHEN, PAULETTE	C	15-Jan-98	SLIP & FALL-SPAG SAUCE/MULTI
770902	1	ELLISON, RALEA	O	15-Jan-98	STRUCK BY CARTS/BACK
GL1998OR00000	1	MOTEN, SAVANNAH	R	30-Jan-98	3 BOXES FELL ON CLMNT'S HEAD/S
GL1998WA0008	1	PATTERSON, STACY	O	13-Feb-98	CLAIMS FELL FROM DOCK, INJURED
GL1998CA00037	1	VARSANO, LEONTINE	C	05-Mar-98	WALKING W/CANE T/F ON METAL ST
GL1998TX00046	1	LUSTER, CATHERINE	C	22-Mar-98	CUST SLIPPED ON GRAPE
GL1998CA00057	1	VOTH, ROBERT	O	28-Mar-98	CUST S/F ON WATER FROM PRODUCE
GL1998FL00055	1	COLBY, MINERVA	C	10-Apr-98	S/F ON PIECE OF BANANA FROM CH
GL1998TX00064	1	BUTLER, PAULETTE	O	11-Apr-98	CUST S/F ON LOOSE SUGAR, LANDE
GL1998FL00060	1	PEIN, LYNN	C	15-Apr-98	S/F ON WATER, L/KNEE
GL1998CA00333	1	HEWSTON, MICHAEL	O	15-May-98	INJURED WHILE USING LADDER LEA
GL1998TX00102	1	LEE, DANNY	O	25-May-98	CUST ALLEGES S/F ON GREEN BEAN
GL1998FL00090	1	MOILANEN, JILL	O	27-May-98	CUST S/F ON SPILLED CLEANER FR
GL1998TX00114	1	GARDNER, THERESA	O	08-Jun-98	S/F ON SODA, STRAINED L ARM AN
GL1998CA00137	1	FIELDING, LOIS	C	26-Jun-98	EXTENTION CORD CAUGHT ON TRUCK
GL1998TX00311	1	HERNANDEZ, JANIE	O	02-Jul-98	DRILL HIT HEAD CUT SCALP STITC
GL1998NV00032	1	BASS, ARLENE	O	07-Jul-98	T/F OVER NEWSPAPER BAND
GL1998OK00022	1	BUTLER, CLARA	O	16-Jul-98	S/F IN PESTO ON THE FLOOR
GL1998FL00132	1	PETNO, BETTY	O	19-Jul-98	CUST S/F ON A GREEN BEAN-KNEE
GL1998CA00182	1	SUAREZ, IGNACIO	O	29-Jul-98	CUST S/F ON A GRAPE
GL1998CA00193	1	MILLAR, DENISE	C	09-Aug-98	CUST WAS HURRYING THRU STORE,S
GL1998FL00152	1	HERSH, HELEN	C	14-Aug-98	CUST S/F ON GREEN BEAN/SORE AL
GL1998OK00027	1	BOOTH, CANDY	R	30-Aug-98	CLAIMANT WAS CALLING EMP NAMES
GL1998LA00036	1	JONES, SHARON	O	12-Sep-98	CUST S/F ON WATER/NECK/BACK SP
GL1998FL00184	1	BERTINI, JOSEPH	C	24-Sep-98	S/F WET FLOOR NEAR FROZEN FOOD
GL1998TX00233	1	BLACK, ERA	C	02-Oct-98	CUST S/F IN RAIN WATER HURT HE
GL1998CA00265	1	CRONIN, ELEANOR	C	14-Oct-98	CUST PUSHING THREE WHEEL CART
GL1998OR00053	1	MOORE, COLEEN	C	17-Oct-98	CUST S/F ON MASHED POTATOS

Key: S/F = slip and fall

T/F = trip and fall

Does not include: 1) motor vehicle claims; or 2) claims for former American Stores Company and it's subsidiaries.

RISK MANAGEMENT CLAIMS  
POTENTIAL LIABILITY OF \$50,000 OR MORE

Claim	SFX	Claimant Name	S	Occur Date	Accident Description
GL1998FL00198	1	REVERON, LIBBY	O	17-Oct-98	CUST T/F ON POTHOLE/FELL ON L/
GL1998LA00049	1	EVANS, JOHNNIE	O	29-Nov-98	S/F IN WATER/L SHIN/TWISTED BA
GL1998FL00232	1	BASS, HELEN	C	08-Dec-98	T/F OVER PALLET SORE R/HAND/HI
GL1998TX00292	1	LIVINGSTON, EDDIE	O	09-Dec-98	S/F, R/KNEE
GL1999MO00000	1	DUGGER, JACK	O	21-Jan-99	SHELF FELL, HIT VENDOR IN BACK
GL1999CA00023	1	SMITH/TILGHMAN, BARBA	O	01-Feb-99	S/F damp floor - 21 min inspec
GL1999FL00037	1	ACOSTA, ADDIE	O	26-Feb-99	S/F LETTUCE/ CUT ABOVE EYE ON
GL1999CO00009	1	CERVANTES, RAUL	C	05-Mar-99	S/F-WET-L/SHIN-KNEE
GL1999TX00052	1	MARTINEZ, GLORIA	O	08-Mar-99	S/F-GRAPE, RE-INJ L/KNEE
GL1999FL00056	1	DROCK, BERNARD	O	28-Mar-99	SLIPPED- ON GRAPES-FELL ON L K
GL1999FL00059	1	WETTSTEIN, ELVERA	O	02-Apr-99	S/F ON DRIED GRAPE FELL ON L/K
GL1999TX00080	1	ALEXANDER, BOB	O	12-Apr-99	S/F, INJ HIP, LEG & HEAD
GL1999TX00169	1	TUTTLE, STEPHAN	O	27-Apr-99	WRONG DOSAGE FILLED
GL1999CA00099	1	MCGEE, MATTIE	O	02-May-99	S/F-L/HIP&UPPER LEG
GL1999FL00094	1	JOHNSON, CHAROLETTE	R	29-May-99	WRONG STRNGTH MEDS DISPNSD
GL1999CA00125	1	DOUMAS, MARY	C	01-Jun-99	STRUCK BY SIX WHEELER
GL1999FL00100	1	KLEMANN, JAMES	R	05-Jun-99	S/F-WATER-SORE R/ARM
GL1999FL00116	1	SANGUINETTI, ELIDA	O	02-Jul-99	S/F-WET PAPER-INJURED HIP
GL1999TN00016	1	MCDANIEL, ROBERT	C	03-Jul-99	S/F-STRIPPED-BURNED R/LEG
GL1999TX00212	1	HALL, BERTHA	O	31-Aug-99	S/F-GRAPE-HURT BACK/ L/ HIP
GL1999NM00023	1	GILLESPIE, LORA	O	28-Sep-99	FELL-CLEAN FLOOR-LOST BALANCE-
GL1999NM00023	1	LINDSEY, ANNIE	O	29-Sep-99	door closed on clmt-fx pelvis
GL1999TX00257	1	BURTON, NANCY	O	12-Oct-99	T/F OVER CASE
GL2000TX00021	1	STEIN, NATALIE	O	29-Jan-00	S/F ON PRODUCE

Key: S/F = slip and fall

T/F = trip and fall

Does not include: 1) motor vehicle claims; or 2) claims for former American Stores Company and it's subsidiaries.

**LABOR RELATIONS SETTLEMENTS OVER \$50,000  
1990 - 2000**

Matter	Court	Case No.	File Date	Charge	Status	Close Date	Store	Region
BROOKS, RAY L. - vs - Albertson's, et al.	San Bernardino Co. Superior Ct., California	RCV15461	May-1995	Wrongful termination	Settled	Feb-1996		S CAL
CIBRARIO, EDITH L. - vs - American Drug Stores and Archie Holmes	U.S. Dist. Ct., N. Dist. Of Illinois, Eastern Div.		Nov-1997	Disability discrimination; sexual harassment retaliation	Settled	Mar-1999		MIDWEST
WALLIS, ELIZABETH T. - vs - Albertson's	Superior Ct. of Washington for Snohomish Cty		May-1994	Employment discrimination due to handicap.	Settled	Nov-1995		NW
YEAPLE, SHELBY - vs - Albertson's, Ted Barrans	Superior Ct. of Washington, King Co.		Sep-1993	Sexual harassment, retaliation	Settled	Sep-1994		NW
WILSON, JOY A. - vs - Albertson's & Roger Schlichter, Bert Karrer, Jim Seidenglanz, Palmer Gideon, Bob Brkich	Superior Ct. of California, Co. of Orange		Dec-1989	Sexual harassment, retaliation, loss of consortium	Settled	Apr-1993		S CA
BARBON, MARIAN	Circuit Ct. in and for Escambia Co., FL		Jun-1996	Wrongful termination	Settled	Jan-1997		S REGION
LOY, CANDANCE D. vs Albertson's	U.S. Dist. Ct., No. Dist. of Oklahoma		Mar-1997	Sexual assault and battery	Settled	Sep-1997		SO REGION
WHELAN, FRANCES S. - vs - Albertson's, Brian Fleming and Jeffrey Allen Schedin	Ct. of Appeals, Oregon		Jun-1992	Lost wages, emotional distress	Settled	Mar-1998		NW
SIMONS, ELLEN - vs - Acme Markets, Inc.	U.S. Dist. Ct., Dist. Of New Jersey	98-CU-5358	Oct-1998	Gender discrimination; sexual harassment	Settled	Sep-1999	70000	EASTERN
ROCHA, DANIEL - vs - Albertson's, Inc., d/b/a Max Foods; Miguel Suazo; Jim Elizarraz, Martin Ponce, DOES 1-100	Superior Ct. of California Co. of Ventura	CIV171003	Mar-1997	Sexual harassment; assault and battery	Settled	Dec-1998		S CAL
SAAVEDRA, JULIE and SAAVEDRA, JAMES - vs - Albertson's, Inc. and Jeff Hansen and Jackie Hansen	Superior Ct., State of Arizona, Co. of Yavapai	CIV9060124	Nov-1996	Sexual harassment and discrimination	Settled	Jan-1998		INTMTN
GILL, CONNIE & ROGER et al - vs - Albertson's and Mr. & Mrs. Mike Schmatt	Superior Ct. of Washington, Chelan Co.		Mar-1992	Sex harassment/ discrimination	Settled	Jan-1994		NW

**LABOR RELATIONS SETTLEMENTS OVER \$50,000  
1990 - 2000**

Matter	Court	Case No.	File Date	Charge	Status	Close Date	Store	Region
FENSTERMACHER, ET AL: MICHAEL FENSTERMACHER, RITA VICKREY, TIMOTHY SALAZAR, CHRISTOPHER THUN - vs - Albertson's, Wayne Denningham, Russ Blake, Kevin Crosse, Tom Houston, Rene Avalos, Kevin Brunell, Greg Weathers, Scott Swanson, and Ernest Padilla	U.S. Dist. Ct., Dist. of New Mexico	CIV950157 JB	Mar-1995	Wrongful discharge	Settled	Nov-1995		INTMTN
HANSEN, DAWN - vs - Albertson's, Inc.	Superior Ct. of Washington for King Co.	97-2-17885-1SEA	Jul-1997	Personal injury	Settled	Jan-1998		NW
MANSFIELD, JOANN	Response to Demand Letter		Nov-1995	Allegations of wrongful termination; retaliation	Settled	Feb-1996		SO REGION
ADCOCK, GERTRUDE - vs - Albertson's	Dist. Ct., Dallas Co., 193rd Judicial Dist. Texas		Aug-1993	Worker's Comp. Retaliation	Settled	Aug-1994		SO REGION
CRAWFORD, WAYNE L. - vs - Albertson's, Inc. and Robert C. Braun	Superior Ct. of California, Orange Co.		Aug-1986	Wrongful termination; defamation	Settled	Feb-1989		S CAL
DAVIS ("RUDDER"), KAREN - vs - Albertson's et al.	Superior Ct. of Arizona, Co. of Maricopa	CV95-0855	Dec-1995	Sexual harassment; assault; wrongful discharge	Settled	Jan-1998		INTMTN
WILLIAMS, HUGH - vs - Jewel Osco Southwest, Inc.	U.S. Dist. Ct., New Mexico		Jul-1998	Wrongful termination (disability)	Settled	May-1999		DRUG
U.S. DEPARTMENT OF LABOR, WAGE & HOUR DIV., PHOENIX DIST. OFFICE AZ - vs - Albertson's, Inc.	NA		Jan-1992	Child labor violations	Settled	Feb-1993		INTMTN
BETTES & WEST - vs - Albertson's, Jones and Merryfield	U.S. Dist. Ct. for the Western Dist. of Oklahoma		Jun-1994	Sexual harassment	Settled	Feb-1995		SO REGION
EAMES, JANIS L. - vs - Albertson's	Multnomah Co. Circuit Ct., Oregon		Sep-1990	Wrongful termination (retaliation for filing WC)	Settled	Nov-1990		NW
McKENZIE, TOM - vs - Albertson's, Inc.	NA			Wrongful termination; violation of employee polygraph	Settled	May-1995		N CAL
HALL, MICHELLE & PERRY, MIMI - vs - Albertson's, Todd Shappart, Bill Stansworth and David Rosencrantz	State Ct., Salt Lake Co. Utah		Dec-1993	Sex discrimination and harassment	Settled	Jun-1995		NW



**LABOR RELATIONS SETTLEMENTS OVER \$50,000  
1990 - 2000**

Matter	Court	Case No.	File Date	Charge	Status	Close Date	Store	Region
SCHLEGEL, RANDY - vs - Albertson's, Inc.					Settled	Aug-1993	8272	N CAL
MORENO, GERROLYNNE K. - vs - Albertson's, Inc., Bob Ferguson, Tim Munson, individually, and Does 1-50	Superior Ct. of California, Co. of Stanislaus	312036	Oct-1994	Wrongful termination; sexual harassment	Settled	Jul-1995		N CAL
SKINNER, KENNETH - vs - American Stores Company, Don Keppta and DOES 1-50	Alameda Co. Superior Ct., Oakland, California	H20841 3-4	Jul-1999	Wrongful termination; retaliation	Settled	Nov-1999	48400	N CAL
QUEEN, TERRY - vs - Albertson's, Inc.	U.S. Dist. Ct., Southern Dist. of California	93-4544DT TX	Jul-1993	Fraud, state and federal race discrimination	Settled	Jul-1996		S CAL
GOOLSBY, KATHY - vs - Albertson's and Pat Anderson	Nebraska Ct. of Appeals, Douglas Co. Dist. Ct.		Jun-1991	Sexual harassment	Settled	Jul-1997		S REGION
FLYNN, DONALD M. - vs - Albertson's & Ritchie Casteel	Superior Ct. of California, Ventura Co.	121571	Jun-1992	Age discrimination	Settled	Apr-1997		S CAL
NORTHWEST ADMINISTRATORS, INC. - vs - Albertson's, Inc.	U.S. Dist. Ct., Western Dist. Of Washington at Seattle	C97-996Z	Jun-1997	Complaint to collect Trust funds	Summary judgment granted and denied in part. Court granted Company motion on bump up; ABS settled	Oct-1998		NW
RUSSELL, DONNA L. - vs - Albertsoon's, Inc.	U.S. Dist. Ct., Dist. of Oregon	950615 9-TC	Jul-1995	Sex discrimination; harassment; and retaliation.	Settled	Aug-1997		NW
WRIGHT, JOHN R. - vs - Albertson's, Inc.	Dist. Ct., City and Co. of Denver, CO	94CV45 06	Sep-1994	Wrongful termination of employment	Settled	Mar-1995		INTMTN
TRAWEEK, CECIL - vs - Albertson's, Inc.	State of Texas Circuit Ct., Dallas, Texas			Alleged off-the-clock work; age discrimination		Jun-1990		SO REGION
HUNT, BEVERLY vs Albertson's	U.S. Dist. Ct., Eastern Dist. of Texas, Lufkin Div.	96:97C V27 (TH)	Mar-1997	Class Action-Alleging Racial & Gender Discrimination	Settled	Dec-1997		SO REGION



**LABOR RELATIONS SETTLEMENTS OVER \$50,000  
1990 - 2000**

Matter	Court	Case No.	File Date	Charge	Status	Close Date	Store	Region
ADAMS, DAWN THOMPSON & MILBURN, CHERYL- vs - Albertson's, Inc., Michael Hessler & David Vogel	U.S. Dist. Ct., Eastern Dist. of California		Oct-1986	Sexual harassment	Settled	Dec-1990		S CAL
STEWARD, CYNTHIA WINIFRED & DAN STEWARD - vs - Albertson's, Inc., Antario Lopez, & Matt Gullage	Superior Ct. of California Co. of Ventura		Mar-1991	Sexual harassment, retaliation, loss of consortium	Settled	Jul-1994		S CAL
GOUBER, JERI - vs - Albertson's, Inc.; Michael Olave; Does 1-10, inclusive	Superior Ct. of California, Co. of Sacramento	543311	Oct-1994	Sex discrimination; negligence; failure to train	Settled	Apr-1996		N CAL
NORTHWEST ADMINISTRATORS, INC. - vs Albertson's, Inc.	U.S. Dist. Ct., Dist. of Oregon	93-1038 MA	Aug-1993	ERISA action for compliance with trust agreement.	Settled	May-1997		NW
KENNEMER, SAM	U.S. Dist. Ct., No. Dist. of TX, Dallas Div.		May-1994	Class Action suit, no compensation for working over 40 hours a week	Settled	Aug-1995		SO REGION
FLEMING ET AL (DOLLIE FLEMING, LANA SUFFIA, RACHEL GONSALVES, MONA BEGELL, TRACEY PORTEE, MILDRED BAUMANN, MELISSA MECH, KRYSTAL JOHNSON, TERESA WAGNER AND *TAMMIE CUBEROS) - vs - Albertson's, Tom Halbert, John Hayward, Wendy Welsh	Superior Ct. of California, Co. of Solano		Apr-1994	Sexual harassment; defamation; assault and/or battery	Settled	May-1995	781	N CAL
ANDERSON, KATHLEEN - vs - Albertson's, Grant Gay and Ray Battrow	Superior Ct. of Washington, King Co.		Feb-1994	Sexual harassment.	Settled	Aug-1995		NW
MORGAN, DAVID - vs - Albertson's, Inc., and DOES 1 through 10	Superior Ct. of California, Co. of Orange	775931	Feb-1997	Racial discrimination; wrongful termination	Settled	May-1998	1668	S CAL
HARDIMAN, JEFFREY S. - vs - Albertson's, Inc., Farr, Stan Cook, Randy Horvath, Richard Hurlburt & Bob Braun	Superior Ct. of California, Co. of Orange		Mar-1991	Racial discrimination	Settled	Mar-1992	Brea DC	S CAL
LANFEAR, RAY; HARRIS, DAVID; WASYLINK, RICK - vs - Albertson's, David Simonson, Dan Brady, Ron Smith and Sam Duncan	Los Angeles Superior Ct., Central Dist., California	BC1140 95	Nov-1994	Age discrimination, emotional distress, breach of contract	Settled	Aug-1995		S CAL

**LABOR RELATIONS SETTLEMENTS OVER \$50,000  
1990 - 2000**

<b>Matter</b>	<b>Court</b>	<b>Case No.</b>	<b>File Date</b>	<b>Charge</b>	<b>Status</b>	<b>Close Date</b>	<b>Store</b>	<b>Region</b>
PATTERSON, PATRICIA A. and RICHARDSON, BETH A. - vs - Albertson's	U.S. Dist. Ct. for the Dist. of Colorado(Assigned to a Wyoming Dist. Ct. judge)	96-WY-1489-AJ	Jul-1996	Sexual harassment; discriminatory treatment.	Settled	Jul-1997		INTMTN
HAMMOND, SHANNON - vs - Albertson's, Inc. & Mike Olave	Superior Ct. of California, Sacramento Co.		Aug-1991	Sex discrimination; harassment	Settled	Oct-1993		N CAL
HADDICKS, CLARENCE - vs - Albertson's	U.S. Dist. Ct., Central Dist. of California		Sep-1992	NS	Settled	Nov-1993		S CAL
MORALES, CINDY; MORAN, NANCIE; GARCIA, GIGI; TORRES, ELIZABETH - vs - Albertson's, Inc.	Superior Ct. of California, Los Angeles Co.		Nov-1996	Wrongful termination; sexual battery; conspiracy	Settled	Feb-1999	1927	SO REGION
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION and UFCW Local 1105 - vs - Albertson's	U.S. Dist. Ct., Western Dist. Of Washington		Aug-1986	Sex-biased discriminatory assignment to job functions, females receiving fewer hours	Settled	Aug-1986	W. Wash. Stores	NW
BABBITT, PATRICIA ET AL. (Cheryl Davis, Pamela Farrington, Kathleen Smith, Lupe Ventura, Josephine Lissebeck - vs - Albertson's	U.S. Dist. Ct., No. Dist. of California		May-1992	Race and sex discrimination	Settled	Nov-1993	N. Calif. Stores	N CAL
BARTON, et al. - vs - Albertson's, Inc.	U.S. Dist. Ct., Idaho	CIV 97-0159-S-BLW	Apr-1997	Violation of FLSA, wage & hour violations; ERISA class action	Settled	Nov-1999	Company-wide	All Regions

#### Schedule 4 C

YES. The vast majority of judgments entered against the company are third-party garnishments. For example, a party wins a lawsuit against one of the company's employees, and collects by filing a judgment requiring Albertson's to withhold part of the employee's wages. In the instances where a party sues Albertson's and wins a judgment, the judgment is often overturned on appeal. Attached is a list of documents served on Albertson's through our registered agent in 1999 and 2000 that specifically identify the word "Judgment" in the Nature of Action column; however, descriptions for personal injury cases stating "prays for judgment" have been omitted from this schedule.

SERVICE OF PROCESS VIA C.T. CORP.  
WITH KEYWORD "JUDGMENT"  
1999-2000

**American Stores Company - 1999**

Received		CASE NAME	DATE SERVED	Company Served	DOCUMENT/TYPE OF CASE	Date Forwarded	SENT FOR HANDLING TO
03/01/1999	x	Ford Motor Credit Co ase of Metro Ford Sales & Service Pltf v Jerome E. Jackson, Dft and American Stores Co d.b.a. Jewel Food Stores Inc.	02/26/1999	ASC	Notice of Motion, Routine Motion for Judgment, Garnishment Wage Deduction Proceedings	03/01/1999	Donna Calhoun
03/03/1999	x	Tover, Adolphus v Lucky Stores Inc.	03/01/1999	Lucky	Notice of Entry of Judgment, Declarations of Service by Mail	03/03/1999	Jerry Anderson
04/08/1999	x	SW Bell Mobile Systems Inc. Pltf v Tavarus Ware, Dft and American Stores Company Inc. Garnishee, Employer	04/06/1999	ASC	Summons after conditional Judgment	04/08/1999	Donna Calhoun
04/28/1999	x	Western Funding Inc. Pltf v Debbie McMullen, et vir, Dfts American Drug Stores Inc. Garnishee	04/27/1999	ADS	Stipulation to Judgment and Payment	04/28/1999	Paulette Burnett
05/17/1999	x	Mid-America Mgmt., Plt fv Florinda Rinn, Dft and Jewel Food Stores Employer	05/14/1999	Jewel	Wage Deduction Summons, Wage Deduction Notice, Affidavit & Interrogatories & Certificate of Judgment Balance	05/17/1999	Martha Burgess
05/24/1999	x	Nghi D. Nguyen v. Lucky	05/12/1999	Lucky	Notice of entry of Judgment	05/24/1999	Jerry Anderson
06/11/1999	x	Steven Edward Holt v Lucky Food Centers	06/10/1999	Lucky	Notice of Entry of Judgment, Judgment Debtors Statement of Assets	06/11/1999	Jerry Anderson
06/18/1999	x	Bailey and Associates, Inc. v. Timothy Clement	06/15/1999	Jewel	Certificate of Judgment Balance	06/18/1999	Ruby Black
06/18/1999	x	Delmarva Power & Light Company v. Derick Johnson	06/16/1999	ASC	Satisfaction of Judgment in Wage Attachment	06/18/1999	Gary Borer
06/22/1999	x	Knight Adjustment Bureau v. Juan Medina	06/21/1999	ASC	Letter re: judgment in full, refund of overpayment.	06/22/1999	Gary Borer
06/25/1999	x	Marion E.Patterson v. Magruders, et al, including ASPI	06/23/1999	ASPI	Notice of Motion for Judgment	06/25/1999	Jerry Anderson
07/06/1999	x	Beneficial of Illinois Pltf v Marco D. Rambus et al Dfts TO: Jewel Food Stores Inc.	07/02/1999	Jewel	Cover letter dated 7/1/99, and Release satisfaction of Judgment	07/06/1999	Donna Calhoun
07/06/1999	x	None v. Linda Aldridge, Dft TO: Jewel Food Stores inc.	07/02/1999	Jewel	Certificate of Judgment Balance	07/06/1999	Donna Calhoun
07/20/1999	x	Leonerd O'Brien v Lucky Stores Inc.	07/19/1999	Lucky	Notice of Entry of Judgment, Judgment of Debtors Statement of Assets	07/21/1999	Jerry Anderson
07/19/1999	x	County of Dallas, et al v S&W Beverages Inc.	07/06/1999	S&W	Notice of Judgment, Attachment	07/21/1999	Tax
07/28/1999		Richard Kasey v Lucky Stores Inc.	07/27/1999	Lucky	Notice of Entry of Judgment	07/28/1999	Jerry Anderson
07/28/1999	x	CB Accounts Inc. v Kirk Kotansky TO: Jewel		Jewel	Certification of Judgment Balance	07/28/1999	Donna Calhoun
08/16/1999	x	William E. Galbreth DMD PC v Michael L. Gentilini	07/28/1999	ASC	Satisfaction of Judgment	08/16/1999	Donna Calhoun

SERVICE OF PROCESS VIA C.T. CORP.  
WITH KEYWORD "JUDGMENT"  
1999-2000

Albertson's - 1999

Transmittal Date	Status	Title	Date Received	Party Served	Nature of Action	Case No.	Sent to Department
1/6/1999	N	Charlene D. Mathews-Forke vs Albs	1/8/1999	Albs	Slip & fall on clear liquid; Pltf prays for judgment in the amt of \$1254.88 in damages	577-019	Risk
1/7/1999	N	Patricia Ham vs Alabaster Industries, et al, to Albs	1/11/1999	Albs	Lid from thermal mug purchased from Albs blew off when filled with hot coffee causing burns, et al. Requests judgment in the amt of \$748.00	DOC. 976 No. 203	Risk
2/11/1999	FL	Joseph R. Symington vs Albs	2/15/1999	Albs	Motion for Default judgment against Albs	98-9423	Risk
2/16/1999	FL	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	2/18/1999	Albs	Final judgment of mortgage foreclosure	CIO-98-6772	Cheryl Post
2/22/1999	N	Joy Jeffrey vs Albs	2/23/1999	Albs	Money judgment	CV 99-01019	Risk
3/25/1999	FL	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	3/29/1999	Albs	Motion to set aside final judgment of mortgage foreclosure, cancel foreclosure sale, dismiss cause & discharge Lis Pendens	CIO-98-6772	Cheryl Post
3/30/1999	FL	Nationsbanc Mtge Corp vs The Unknown Heirs against Robert James Lutterloh, et al, incl Albs	4/1/1999	Albs	Final summary judgment of mtge foreclosure	98-7394-CI	Cheryl Post
4/1/1999	FL	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	4/5/1999	Albs	Order setting aside final judgment of mortgage foreclosure, cancelling foreclosure, dismissing cause & discharging Lis Pendens	CIO-98-6772	Cheryl Post
4/22/1999	TX	Sarah Elizabeth Ward vs Albs	4/26/1999	Albs	Judgment entered	168 194B	Risk
6/23/1999	N	Nest Featherings, Inc., dba Hardy Painting & Drywall, vs Sierra Valley Construction, et al, incl. Albs	6/24/1999	Albs	Seeks judgment in the sum of \$6820.00 that the lien be enforced according to law	A404440 Dept XIII	Karen Hopper
6/24/1999	C	Joan Schinkel vs 7-Up Bottling Co, et al, incl Albs	6/25/1999	Albs	Judgment was entered that pltf recover from defd the sum of \$5,000 & \$228	MSC153775	Risk
7/8/1999	N	Edison Electric, Inc vs Michael T. Martin, et al, incl Albs, et al	7/9/1999	Albs	Seeks judgment in the amt of \$52,731.88 & that properties be sold to satisfy the amt due and owing	A404681 Dept XIX	Karen Hopper
7/26/1999	FL	Associates Home Equity Services vs Kenneth Gray, et ux, et al, incl Albs	7/28/1999	Albs	Final judgment of foreclosure	99-1825-CA	Cheryl Post
8/16/1999	C	Therese Ozuna vs Albs	8/17/1999	Albs	Judgment was entered	99J02538	Risk
8/17/1999	TX	The State of Texas vs Albs, et al	8/19/1999	Albs	Condemnation and judgment against Albs	2250	Linc Sharp
8/19/1999	O	Jerry A. Wilson vs Albs & Claude Stamper d/b/a Claude Stamper's House Movers	8/23/1999	Albs	Judgment in excess of \$10,000 for alleged breach of contract	CJ-99-03948	Risk
9/14/1999	C	Mariano Lopez vs Albs	9/15/1999	Albs	Judgment was entered that deft pay sum of \$3,750 plus costs	1999048917	Risk

SERVICE OF PROCESS VIA C.T. CORP.  
WITH KEYWORD "JUDGMENT"  
1999-2000

*Albertson's - 1999 (Continued)*

Transmittal Date	State	Title	Date Received	Company Served	Nature of Action	Case No.	Sent to Department
9/30/1999	C	Delores D. Byers vs Albs, et al	10/1/1999	Albs	Notice of entry of judgment & judgment in favor of pltf	SCV8212	Worker's Comp
10/4/1999	NJ	Bertha M. Weikel vs Acme Markets, Inc., et al, incl American Stores Realty Corp	10/5/1999	ASC	Pltf demands judgment alleging injury due to fall	L-008359-99	Jerry Anderson
10/4/1999	NJ	Bertha M. Weikel vs Acme Markets, Inc., et al, incl American Stores Realty Corp	10/5/1999	ASC	Pltf demands judgment alleging injury due to fall	L-008359-99	Jerry Anderson
10/4/1999	NJ	New Jersey Higher Education Assistance Authority vs Patricia Quinn to: Acme Markets	10/5/1999	ACME	Wage garnishment; letter indicating pltf has retained a tax rebate in amt of \$30.00 toward judgment	DC8278-94	Jerry Anderson
10/4/1999	IL	David Zuck vs Jewel Food Stores	10/6/1999	Jewel	Pltf demands judgment in the amt of \$30,000 for being accosted by an employee and arrested	99M1306119	Jerry Anderson
10/15/1999	IL	Catholic Charities of the Archdiocese of Chicago vs George Thorpe & Terry Pearson to: Jewel Food Stores	10/18/1999	Jewel	Command to appear & be examined to discover assets of income not exempt from the enforcement of judgment entered against George Thorpe for \$15,000	96M1156917	Debby Spiwak
10/25/1999	C	Mark S. Greenwell vs Lucky Stores, Inc.	10/26/1999	Lucky	Judgment that Deft. shall pay Pltf \$2054.08 plus \$48 in costs	7890	Jerry Anderson
11/3/1999	N	Mirage Electric Corp vs American Stores Prop, et al	11/4/1999	ASC	Seeks apportioned judgment in the amt of \$24,000 and foreclosure sale	A410085 Dept IX	Dan Day
11/8/1999	IL	Sharon Koonce vs Albs & Jewel Food Stores	11/10/1999	Jewel	Alleged wrongful termination due to injuries; pltf demands judgment of \$50,000 plus costs	99L12268	Bruce Paolini
11/8/1999	IL	Sharon Koonce vs Albs, et al	11/10/1999	Albs	Alleged wrongful termination due to injuries; pltf demands judgment of \$50,000 plus costs	99L12268	Bruce Paolini
11/16/1999	IL	Greenwood Trust Co by Discover Financial Svs vs Jewel Food	11/17/1999	Jewel	Certificate of judgment balance	99SC1658	Gil Gomez
11/18/1999	IL	Betty Fairchild vs Jewel Food	11/22/1999	Jewel	Personal injuries; judgment in the amt of \$50,000	99L890	Risk
12/13/1999	O	Man-Data Inc vs Joseph Wilson to: Albs, Garnishee	12/14/1999	Albs	Asking for a supplemental judgment of \$456.32	99BC0267	Payroll
12/16/1999	TX	Debbie Ledford (Wanda Hilliard, et al, intervenors) vs Wyeth-Ayerst Lab, et al, incl Albs	12/20/1999	Albs	Intervenor recover judgment from Albs (Fen-Phen suit)	249-84-98	Judy Shoemaker
12/22/1999	N	Lloyd's Refrigeration, Inc vs American Stores Properties, Inc., et al	12/23/1999	ASC	Seeks judgment in amt of \$4,400 - breach of contract	99C009687001	Dan Day

SERVICE OF PROCESS VIA C.T. CORP.  
WITH KEYWORD "JUDGMENT"  
1999-2000

*Albertson's - 2000*

GT Transmittal Date	State	Title of Action	Date Received	Subsidiary Served	Nature of Action	Court / Case No.	Sent to
1/10/2000	O	Man-Data, Inc vs Joseph Wilson vs Albs, Garnishee	1/7/2000	Albs.	Judgment entered in register of small claim dept	Circuit Court, Coos Co, OR #99BC0267	Payroll
1/18/2000	C	Bob Wolfe vs Albs	1/25/2000	Albs.	Default judgment; Albs to pay \$1784.00 plus \$26.00 costs	#527-99SC	Faxed/mailed to Rhonda McCullough, LaHabra Risk Management on 1/25/00.
2/3/2000	C	Northern vs Q-Pharma Inc to: Albs	2/4/2000	Albs.	Notice of levy in th amt of \$16,530.65 plus \$4.50 interest per day judgment on Q-Pharma Inc	Superior court of CA, Co of Sacramento #99AM08657	Stephanie Zeller
2/9/2000	TX	Frankford Center vs Albs	2/10/2000	Albs.	Default judgment - failure to appear & make answer, ordered that pltf shall recover \$67,912.30 from Garnishee	County Court at Law No. 2, Dallas Co, TX; #CC-99-12882-B	Stephanie Zeller
2/9/2000	TX	Frankford Center vs Albs	2/11/2000	Albs.	Default judgment - failure to appear & make answer, ordered that pltf shall recover \$67,912.30 from Garnishee	County Court at Law No. 2, Dallas Co, TX; #CC-99-12882-B	Stephanie Zeller
2/22/2000	FL	Norwest Bank Minnesota, N.A. as Trustee of Centex Home Equity Loan Trust vs Michael Miller; Dorothy Miller, etc.	2/23/2000	Albs.	Lien where Albs has judgment	Circuit Court in and For Duval Co, FL; #99-06290-CA CV-A	Cheryl Post
3/1/2000	IL	Illinois Student Assistance Commission vs Mary A. Bezeyei & Albs, d/b/a Jewel	3/3/2000	Jewel	Notice that amt of \$3027.36 is due on judgment on last day of the last calendar quarter	None	Gary Borer
3/3/2000	FL	First Union National Bank vs Heidi McAlister, et al, incl Albs	3/6/2000	Albs.	Notice of Hearing; summary final judgment of foreclosure	Duval Co Circuit Court, FL; #99-547 CA	Cheryl Post
1/27/2000	TN	Credit Acceptance Corp vs Rashad R. Rogers vs Albs	3/10/2000	Albs.	Hearing has been set to determine why a conditional judgment should not be made final	General Sessions Court for Hamilton Co, TN; #447779	Stephanie Zeller
3/16/2000	C	Robert M. Kerley vs Lucky Stores	3/30/2000	Lucky	Default judgment	Superior Court of CA; Co of San Diego; #SN002033	Jerry Anderson

SERVICE OF PROCESS VIA C.T. CORP.  
 WITH KEYWORD "JUDGMENT"  
 1999-2000

Albertson's - 2000 (Continued)

CT Transmittal Date	State	Title of Action	Date Received	Subsidiary Served	Nature of Action	Court / Case No.	Sent To
4/3/2000	C	Plia Vue Vang vs Albs	4/4/2000	Albs.	Judgment was entered that deft does not owe pltf any money	Superior Court of CA, Co of Fresno; #S009001124	Risk Management
4/5/2000	C	George Livell Wynn vs Albs	4/6/2000	Albs.	Request to correct a clerical error in judgment	Superior Court of CA, Co of San Diego; #SE001503	Risk Management
4/5/2000	C	George Livell Wynn vs Albs	4/6/2000	Albs.	Judgment was entered that pltf recover from deft \$26.00 costs	Superior Court of CA, Co of San Diego; #SE001503	Risk Management
4/11/2000	C	Martin Tokich, Jr. vs Albs	4/12/2000	Albs.	Judgment was entered that deft does not owe pltf any money	Municipal Court of CA, Co of L.A.; #00M04312	Jerry Anderson



#### Schedule 4 D

Albertson's has been a party in foreclosure actions in two kinds of situations. First, as property owners we are sometimes served with complaints seeking foreclosure of mechanics' liens by subcontractors who have not yet been paid by the general contractors. Since we are indemnified by the general contractor against these, none of these has ever been foreclosed. Second, lenders sometimes sue their borrowers to collect debts and, as part of that process, the lenders may sue to foreclose a mortgage or deed of trust on the borrower's property. If Albertson's has already recorded a lien against the same borrower's property (for example, to try to recover a bad check debt), Albertson's must be named in the lender's foreclosure action. Attached is a list of documents we received through our registered agent in 1999 and 2000 that specifically identify the word "foreclosure." Albertson's has never given a deed in lieu of foreclosure, has never defaulted on a loan and has never been a debtor in a "workout" situation.

SERVICE OF PROCESS VIA C.T. CORP.  
 WITH KEYWORD "FORECLOSURE"  
 1999-2000

Transmittal Date	Title	Company Served	Case No.	Sent to Department	Nature of Action	State	Date Received	Summons or Garnishment	CT Number
1/26/1999	Southeast Painting Services vs Albs	Albs	CA-99-77	Karen Hopper	Construction lien foreclosure; In excess of \$15,000	FL	1/27/1999	Summons	WS 0002195667
1/28/1999	Nationsbanc Mortgage Corp vs The Unknown Heirs, et al, incl Albs	Albs	98-7394-CI-19	Chery Post	Mortgage foreclosure	FL	2/1/1999	Summons	WS 0002201483
2/2/1999	First Union National Bank vs Heidi McAlister, et al, incl Albs	Albs	None	Cheryl Post	Morgage foreclosure	FL	2/4/1999	Summons	WS 0002208460
2/16/1999	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	Albs	CIO-98-6772	Cheryl Post	Final judgment of mortgage foreclosure	FL	2/18/1999	Judgment	WS 0002230281
2/23/1999	Nationsbanc Mortgage Corp vs The Unknown Heirs, against Robert James Lutterloh, et al incl Albs	Albs	98-7394-CI	Cheryl Post	Pltfs notice of filing of answer to foreclosure complaint	FL	2/25/1999	Notice	WS 0002240255
3/24/1999	First Nationwide Mortgage Corp vs Joseph E. Lusane, et al, incl Albs	Albs	99-416-CA-01	Cheryl Post	Mortgage foreclosure	FL	3/26/1999	Summons	WS 0002290655
3/25/1999	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	Albs	CIO-98-6772	Cheryl Post	Motion to set aside final judgment of mortgage foreclosure, cancel foreclosure sale, dismiss cause & discharge Lis Pendens	FL	3/29/1999	Motion	WS 0002292088
3/30/1999	Nationsbanc Mtge Corp vs The Unknown Heirs against Robert James Lutterloh, et al, incl Albs	Albs	98-7394-CI	Cheryl Post	Final summary judgment of mtge foreclosure	FL	4/1/1999	Judgment	WS 0002298664
4/1/1999	Old Kent Mortgage Services vs Theresa Thomas, et al, incl	Albs	CIO-98-6772	Cheryl Post	Order setting aside final judgment of mortgage foreclosure, cancelling foreclosure, dismissing cause & discharging Lis Pendens	FL	4/5/1999	Order	WS 0002303739
4/6/1999	Associates Home Equity Services, Inc. vs Kenneth Gray, et ux, et al, incl Albs	Albs	99-1825-CA	Cheryl Post	Morgage foreclosure	FL	4/8/1999	Summons	WS 0002309876
5/21/1999	Shaw West Co vs Albs	Albs	990505575	Dave Larsen	Complaint for breach of contract re: foreclosure of a construction lien for improvements	OR	5/24/1999	Summons	WS 0002382806
5/28/1999	Mesa Excavation & Const. Co. vs Albs, et al	Albs	None	Karen Hopper	Breach of Contract, Lien foreclosure	UT	6/2/1999	Summons	WS 000239794
7/26/1999	Associates Home Equity Services vs Kenneth Gray, et ux, et al, incl Albs	Albs	99-1825-CA	Cheryl Post	Final judgment of foreclosure	FL	7/28/1999	Judgment	WS 0002481348
7/29/1999	First Nationwide Mortgage Corp vs Joseph E. Lusane, et al, incl Albs	Albs	99-416-CA-01-C	Cheryl Post	Mortgage foreclosure	FL	8/2/1999	Notice	WS 0002489714
9/24/1999	Copp Materials, Inc. vs American Stores Properties, Inc., et al	ASC	99C02198	Dan Day	Complaint for foreclosure of mechanic's lien	CA	9/27/1999	Summons	WS 0002578923
10/14/1999	American Waste Control vs Claude Stamper, et al, incl Albs	Albs	CJ-99-04874	David Larsen	Foreclosure of lien	OK	10/18/1999	Summons	WS 0002611273
10/21/1999	Midfirst Bank vs Danny Castillo, incl Albs	Albs	CV-99 08980	Bruce Gordon	Foreclosure	NM	10/22/1999	Summons	WS 0002624139
11/3/1999	Mirage Electric Corp vs American Stores Prop, et al	ASC	A410085 Dept IX	Dan Day	Seeks apportioned judgment in the amt of \$24,000 and foreclosure sale	NV	11/4/1999	Summons	WS 0002645802
11/9/1999	Norwest Bank Minnesota, N.A., etc. vs Michael Miller, et al, incl Albs	Albs	99-6290-CA-CV-A	Cheryl Post	Mortgage Foreclosure	FL	11/11/1999	Summons	WS 0002655673
11/16/1999	Familian Corp vs American Stores, et al, incl American Stores Properties	ASC	NC026212	Dan Day	Foreclosure of Mechanic's Lien	CA	11/17/1999	Amendment	WS 0002666528

SERVICE OF PROCESS VIA C.T. CORP.  
WITH KEYWORD "FORECLOSURE"  
1999-2000

Transmittal Date	Title	Company Served	Case No.	Sent to Department	Nature of Action	State	Date Received	Summons or Garnishment	CT Number
12/3/1999	Beacon Investment Co d/b/a Crenshaw Lumber Co vs American Stores, et al	ASC	99C03705	Dan Day	Complaint for foreclosure of Mechanic's Lien	CA	12/6/1999	Summons	WS 0002693702
12/13/1999	Custom Drywall, Inc vs Weis Builders, Inc, et al, incl Albs	Albs	CJ-99-05875	Karen Hopper	Breach of contract & foreclosure of Mechanic's & Materialmen's Lien	OK	12/15/1999	Summons	WS 0002707091
12/21/1999	Eastmountain Painting & Special Coatings, Inc vs Albs, et al	Albs	CV-99-12428	Karen Hopper	Foreclosure	NM	12/22/1999	Summons	WS 0002722311
12/21/1999	East Mountain Painting & Special Coatings, Inc vs Albs, et al	Albs	99 D-1329-CV-826	Karen Hopper	Foreclosure	NM	12/22/1999	Summons	WS 0002722284
1/6/2000	Cenlar Federal Savings Bank vs Vivian Johnson, et al, incl Albs	Albs.	Duval County Circuit Court, FL, #99-7623-CA	Cheryl Post	Mortgage foreclosure	FL	01/04/2000	Summons	WS 0002740160
1/7/2000	Emerald Metal Products, Inc. vs HCI/Hinnewinkel Const, Inc, et al, incl Albs	ASPI	Superior Court of CA, Co of L.A. #BC221615	Dan Day	Notice of lis pendens for foreclosure of three Mechanics Liens	CA	01/10/2000	Notice	WS 0002747052
1/7/2000	Emerald Metal Products, Inc. vs HCI/Hinnewinkel Const, Inc, et al, incl Albs	Albs.	Superior Court of CA, Co of L.A. #BC221615	Dan Day	Notice of lis pendens for foreclosure of three Mechanics Liens	CA	01/10/2000	Notice	WS 0002747050
2/2/2000	DPS Plastering, Inc. vs Simac Const, et al to: American Stores Properties	ASPI	Municipal Court of CA, Co of L.A.; #00C00057	Dan Day	Complaint for foreclosure of Mechanic's Lien	CA	02/01/2000	Summons	WS 0002786956
3/6/2000	First Union National Bank vs Heidi McAlister, et al, Incl Albs	Albs.	Duval Co Circuit Court, FL; #99-547-CA	Cheryl Post	Notice of Hearing; summary final judgment of foreclosure	FL	03/03/2000	Notice	WS 0002842119
4/7/2000	Wendover Financial Services Corp vs The Unknown Heirs against Vincent C. Carone, deceased, et al, incl Albs	Albs.	Pinellas Co Circuit Court, FL; #99-8135-CI	Cheryl Post	Mortgage foreclosure	FL	04/05/2000	Summons	WS 0002899429
4/11/2000	IMC Mortgage Co, vs Hector P. Rodriguez, et al, incl Albs	Albs.	Second Judicial Dist Court, Bernalillo Co, NM; #CV-200002950	Cheryl Post	Foreclosure	NM	04/10/2000	Summons	WS 0002906154

## Schedule 5

Exception Statement: Releases of hazardous materials and hazardous wastes have occurred on properties owned and/or operated by the Undersigned (or Affiliated Entity). In most cases, these releases occurred before the Undersigned owned or leased the properties. Such releases have included petroleum, solvents, and other compounds and are most often associated with former service station or dry cleaning operations. Occasional citations with respect to the Environmental Restrictions, as defined, have also occurred during the development and operation of Company properties. However, these violations are not thought to be material and when/if they do occur, are addressed promptly and in accordance with all applicable local, state, and federal regulations by qualified staff.

Within the City of Chicago, there are seven Company properties known to have been adversely impacted by a release of hazardous materials, however remediation has been completed at all of these sites.

The seven sites:

- #3128 - 3128 W. 103rd St., Chicago 60655
- #3531 - 3531 N. Broadway, Chicago 60657
- #8346 - 8346 S. Racine, Chicago
- #0687 - 3940 W. Fullerton, Chicago 60647
- #4729 - 4729 N. Central, Chicago 60630 (corresponds w/4739)
- #3092 - 95th & Stony, Chicago 60619 (corresponds w/90315)
- #0608 - 4448 N. Pulaski, Chicago

Schedule 6

Name	Business Address	Relationship (attorney, lobbyist, contractor, etc.)	Fees (indicate whether paid or estimated)
Burke, Warren, MacKay & Serritella, P.C.	22nd Floor, IBM Plaza 330 N. Wabash Avenue Chicago, IL 60611	Attorney	Estimated in excess of \$10,000
Earl Neal & Associates	111 W. Washington Suite 1700 Chicago, IL 60602	Attorney	Estimated in excess of \$10,000
Louik Schneider	54 W. Hubbard, Suite 210 Chicago, IL 60610	Consultant	Estimated in excess of \$10,000
Camburas & Theodore	2454 Dempster Des Plaines, IL 60016	Architect	Estimated in excess of \$10,000
Secor Environmental	446 Eisenhower Lane N. Lombard, IL 60148	Environmental Contractor	Estimated in excess of \$10,000
PSI	520 East 22nd Street Lombard, IL 60148	Environmental Consultant	Estimated in excess of \$10,000