

United Food & Commercial Workers Union

Thomas P. McNutt,
President

Chartered by:
UFCW International Union

Mark P. Federici,
Secretary-Treasurer

Serving Members in MD, VA, DC, WV, TN, NC, KY, OH

November 7, 2012

Mr. Wayne C. Sales
President Chief Executive Officer and Chairman
SUPERVALU, INC
East View Innovation Center
7075 Flying Cloud Drive
Eden Prairie, MN 55344

Dear Mr. Sales:

In light of the recurring reports concerning the possibility of a sale of all or a part of SUPERVALU's assets including a recent report regarding the sale of Shoppers to Ahold, this is to remind you of the interpretation and ruling of Arbitrator M. David Vaughn in last year's arbitration regarding the interpretation of the parties' successorship language.

Under Arbitrator Vaughn's ruling (attached) "the Employer forthwith and on an ongoing basis provide to the Union any information responsive to [Union information] request No. 8, i.e., "any letters of intent or agreements to sell or transfer any Shoppers Food and Pharmacy Store." We expect, in accordance with Arbitrator Vaughn's Award, that you will notify us immediately (within 24 hours) of the signing of any letters of intent or agreements to sell or transfer any Shoppers facility.

Thank you for your cooperation in this matter. Please do not hesitate to call with any questions.

Very truly yours,

Thomas P. McNutt
President
International Vice President

TPMcN/lla
Attachment

cc: Kathy Persian, Sr. VP and Chief Information Officer
Michael Moore, Executive VP, Chief Marketing Officer
J. Andrew Herring, Executive VP Real Estate, Market Development & Legal

cc: David E. Pylipow, Executive VP, Human Resources & Corporate Communications
Sherry M. Smith, Executive VP, Chief Financial Officer
Tim Lowe, Executive VP, Merchandising
Kevin Holt, President, SUPERVALU Retail
Michele A. Murphy, SVP Labor & Employee Relations
William R. Seehafer, VP Labor Relations
Alia Samad-Salameh, VP, Labor Relations Division East/Midwest

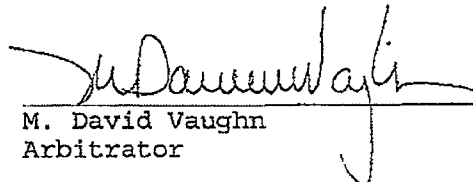
The Union claims, however, that it is entitled to all of the requested information and should not have to wait for the axe of store disposition to fall before it has the opportunity to enforce its rights under the successorship clause is rejected as premature. That may be the Union's desire and such information would no doubt enable it to represent its members with greater knowledge. However, with the exception noted above and addressed in the Award, that is not what Article 25 provides and there is no language, either in Article 25 or any other provision of the Agreement, that implies that it is entitled to the requested information at this stage.

I have no authority to change or amend the Agreement. The current language means that, with the exception as noted above and addressed in the Award, the Union must wait until Article 25 has actually been violated, at which time it can seek remedies like those provided in the many cases it cited to support its position. If the Union wanted something different - that is, to obligate the Employer to provide the kinds of information it requested *before* a sale is consummated - it was obligated to negotiate such a provision at the bargaining table. The Award so reflects.

A W A R D

The grievance is arbitrable. The grievance is denied in substantial part. The Employer shall forthwith and on an ongoing basis provide to the Union any information responsive to request no. 8, i.e., "Any letters of intent or agreements to sell or transfer any Shoppers Food & Pharmacy store."

Issued at Clarksville, Maryland, this 16th day of September, 2011.


M. David Vaughn
Arbitrator