

# MEMORANDUM OF INSURANCE

**DATE**  
10/1/2009

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<b>PRODUCERS</b> A & B: (Casualty) Marsh – Chicago C: (Property) Hays Companies - Chicago	<b>COMPANIES AFFORDING COVERAGE</b>	
	Insurer A	Ace American Insurance Company
<b>INSURED</b> The Kroger Co., its subsidiaries and affiliates 1014 Vine Street Cincinnati, Ohio 45202 United States	Insurer B	Illinois Union Insurance Co
	Insurer C	Factory Mutual Insurance Company
	Insurer D	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY COMMERCIAL  OCCURRENCE FORM	XSL G23747820	01/25/09	01/25/10	GENERAL AGGREGATE	USD \$3,000,000
					PRODUCTS - COMP/OP AGG	USD \$3,000,000
					PERSONAL AND ADV INJURY	USD \$3,000,000
					EACH OCCURRENCE	USD \$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD \$2,000,000
					MED EXP (ANY ONE PERSON)	
A	AUTOMOBILE LIABILITY ANY AUTO HIRED AUTOS NON-OWNED AUTOS PHY. DAMAGE SELF- INSURED	ISA H08249453	01/25/09	01/25/10	COMBINED SINGLE LIMIT	USD \$5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	GARAGE LIABILITY ANY AUTO	ISA H08249453	01/25/09	01/25/10	AUTO ONLY (PER ACCIDENT)	USD \$3,000,000
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	USD \$3,000,000
A	EXCESS LIABILITY UMBRELLA FORM	XOO G23865518	01/25/09	01/25/10	EACH OCCURRENCE	USD \$5,000,000
					AGGREGATE	USD \$5,000,000
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCLUDED	WLR C44366344 (CT,DE,FL,ME,MD,MN,MA,MO, NJ,NY,SD, RI,VA) SCF C44366381 (WI)	01/25/09	01/25/10	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD \$2,000,000
		EL DISEASE - POLICY LIMIT			USD \$2,000,000	
		EL DISEASE - EA. EMPLOYEE			USD \$2,000,000	
B	PREMISE POLLUTION LIABILITY	PPL G21977020 006	05/01/09	05/01/10	PER CLAIM	USD \$10,000,000
					ALL CLAIMS	USD \$20,000,000

*The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.*

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10/1/2009

## PRODUCER

A & B (Casualty) Marsh – Chicago  
C (Property) Hays - Chicago

## INSURED

The Kroger Co., its subsidiaries and affiliates  
1014 Vine Street  
Cincinnati, Ohio 45202 United States

<b>B</b>	MASTER STORAGE TANK THIRD PARTY LIABILITY	UST G2181037A 006	05/01/09	05/01/10	PER CLAIM	USD \$1,000,000
					ALL CLAIMS	USD \$2,000,000
<b>C</b>	PROPERTY	UW348	6/30/09	6/30/10	PER OCCURENCE	USD\$10,000,000

## ADDITIONAL INFORMATION

\*GL and WC Policy Number WCU C44366307 are subject to a self insured retention of USD \$2,000,000.

GENERAL LIABILITY: Coverage includes Liquor Liability and Professional/ Druggist's Liability.

CARGO LIABILITY: Coverage is self insured by The Kroger Co.

Any party with which the Named Insured is contractually required to include as Additional Insured is automatically granted such status but only with respect to acts, errors and omissions of the Named Insured unless otherwise specified by contract; Additional Insured-Vendors Endorsement is also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

The existence of more than one Insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

All risk including boiler and machinery, business interruption and extra expense; all real and personal property; replacement cost. Self-Insured Retention of USD \$25,000,000

Any party with which the Named Insured has a contractual requirement to be included as an Additional Insured, Loss Payee, Mortgagee or Trustee shall automatically be granted such status under this Policy. "The above shall also apply to any parties that the landlords of the Named Insured have a written agreement for such interest(s) with respect to property insured hereunder." However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

The existence of more than one Insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

USD \$10,000,000 aggregate limit for earthquake/flood where required by contract.

Coverage includes a building ordinance extension.

The policy automatically waives subrogation if such rights are waived by written contract prior to loss by the Insured.

The policy includes "Rents".

Terrorism coverage is included per TRIA provisions, as required by workers compensation statutes.

## FOR ALL COVERAGES:

The Named Insured includes The Kroger Co. and its subsidiaries including, but is not limited to the following:

Dillon Real Estate; Fred Meyer Stores, Inc.; Quality Food Centers; Ralphs Grocery Co.; Smiths Food and Drug Centers, Inc.; Kroger Limited Partnership I; The Kroger Co of Michigan; Topvalco, Inc.;

Kroger Limited Partnership II; King Soopers, Inc.; Fry's Food Stores of AZ, Inc.; Dillon Companies, Inc.; Jackson Ice Cream Co., Inc.; Bell Markets, Inc.; Cala Foods, Inc.; Kwik Shop, Inc.; Mini Mart, Inc.; Food 4 Less Holdings, Inc.; Turkey Hill Minit Markets, Turkey Hill L.P.

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