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AFFIDAVIT OF DOMESTIC PARTNERSHIP

This form is required to enroll a team member's domestic partner in any of the United Supermarkets LLC. benefit plans. This signed and notarized form must be submitted to Benefits Department. Please retain a copy for your records. United Supermarkets reserves the right to request additional documents or information in support of this Affidavit.

Team Member Name:	Team Member SSN:
Domestic Partner Name:	Domestic Partner SSN:

We, the above-named persons, declare and certify by our signatures below that we meet the following eligibility criteria for domestic partnership:

- We are over age 18, and mentally competent to enter into contracts in the state in which we reside.
- We are, including for at least the last 12 months, jointly responsible for each other's common welfare and financial obligations, or the domestic partner is chiefly dependent upon the team member for care and financial assistance.
- We reside in the same household (although we may live apart for reasons of education, health care, work, or military service).
- We have a committed relationship and intend to continue such relationship indefinitely; and we have no such relationship with anyone else.
- We are not related by blood to a degree of kinship that would prevent a marriage between us under the laws of the State in which we reside.
- We are not married to any other individual. If previously married, a legal divorce or annulment has been obtained or the former spouse is deceased.

We the above-named persons, acknowledge by our signatures below that:

- Some courts may interpret the filing of this Affidavit of Domestic Partnership as having other legal and/or financial consequences, such as creating (or evidencing the creation of) legally enforceable rights and obligations between the two attesting parties, including but not limited to, community property rights, and payment of support. These rights and obligations may apply during the period of domestic partnership and/or after a termination of the domestic partnership.
- Enrollment of a domestic partner as one's beneficiary under a benefit plan(s), and/or payment of benefits by the plan(s) with respect to such beneficiary, may give rise to tax liabilities on the part of the plan participant and/or a surviving domestic partner. It may also result in tax withholding and/or income reporting by United Supermarkets or its delegate. Consequences may vary from case to case depending, for example, on which laws apply and/or whether the domestic partner is a "dependent" of the plan participant under applicable law.
- The United Supermarkets benefit plans may rely on the Affidavit of Domestic Partnership signed by either party, in determining eligibility for plan coverage and in deciding whether to pay and/or provide benefits. If it is determined by the plan that the plan's criteria defining eligible domestic partners are no longer met, eligibility for coverage under a United Supermarkets benefits plan as a domestic partner will end as specified in the applicable provisions of the plan.
- By enrolling in or accepting domestic partner coverage under a United Supermarkets benefit plan(s), or applying for, assigning, or accepting payment of domestic partner benefits under such a plan (either as plan participant or as a domestic partner of a plan participant), you represent to the plan(s) that the assertions made by you in the Affidavit of Domestic Partnership, are true, and you obligate yourself to:

















- Submit the signed and notarized original of the Affidavit of Domestic Partnership to Benefits Service Center and personally retain a copy; and
- o Promptly inform the Benefits Service Center within thirty (30) days of the date of death of the domestic partner named in such Affidavit or the termination of the relationship, execute and send to Benefits Service Center an Affidavit of Termination of Domestic Partnership, attesting to the change in circumstance and the date the change occurred.
- Submitting false information in this Affidavit of Domestic Partnership or relating to any benefit claim or failing to notify United Supermarkets when the domestic partnership terminates may result in United Supermarkets recovering benefits improperly paid and initiating disciplinary action, including termination. Any person, employer or company who suffers any loss due to any false statement in the Affidavit of Domestic Partnership, fraudulent benefit claims or failure to notify United Supermarkets of changes as required, may bring a civil action against the team member or domestic partner to recover losses, including reasonable attorney fees.
- United Supermarkets reserves the right, at its discretion, to amend, change, or terminate any of its benefit plans, programs, practices or policies, at any time, as the company requires.
- Knowingly providing false, deceptive, or misleading information to a benefit plan(s) or United Supermarkets, or the deceptive or misleading omission of information may result in disciplinary action, including termination of employment, loss of benefit coverage, civil litigation, and/or criminal prosecution.
- I agree to indemnify, jointly and severally, [United Supermarkets] and its affiliates, and their employees, agents, and subsidiaries for any expenses and liabilities incurred as a result of any misrepresentations or inaccuracies, whether made known or unknown, in this Affidavit of Domestic Partnership or in any of the information concerning our dependents provided with this Affidavit of Domestic Partnership.

BEFORE SIGNING THIS AFFIDAVIT OF DOMESTIC PARTNERSHIP, YOU SHOULD CONSULT WITH AN ATTORNEY AND/OR TAX ADVISOR TO ADVISE YOU REGARDING THE LEGAL AND TAX IMPLICATIONS OF SIGNING THIS FORM.

By signing below, you expressly acknowledge, represent and warrant that you have carefully read this Affidavit of Domestic Partnership; that you fully understand the terms, conditions and significance of this Affidavit of Domestic Partnership; that you have had a full opportunity to review this Affidavit of Domestic Partnership with an attorney; and that you have executed this Affidavit of Domestic Partnership voluntarily, knowingly, and with such advice from an attorney as you deemed appropriate.

Signature of Team Member Date	Signature of Domestic Partner Date
Sworn to and subscribed before me this day of, 20	Sworn to and subscribed before me this day of, 20
State/County	State/County
Notary Public	Notary Public
My commission expires:	My commission expires: