

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HAGGEN HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 15-11874 (KG)
Debtors	)	(Jointly Administered)
	)	Ref. Docket Nos. 652 and 911

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT; (II) APPROVING SALE OF CERTAIN ASSETS OF DEBTORS HAGGEN OPCO NORTH, LLC, HAGGEN, INC. AND HAGGEN OPERATIONS HOLDINGS, LLC PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE; (IV) AUTHORIZING THE DEBTORS TO CONSUMMATE TRANSACTIONS RELATED TO THE ABOVE; AND (V) GRANTING OTHER RELIEF

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code") and rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for entry of an order (this "Sale Order") (a) authorizing and approving that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of March 25, 2016, among Haggen Opco North, LLC ("Opco North"), Haggen, Inc., ("Haggen, Inc.") and Haggen Operations Holdings, LLC ("Haggen Ops", and collectively with Opco North and Haggen, Inc., "Sellers" and individually, "Seller"), and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Haggen Holdings, LLC (7558), Haggen Operations Holdings, LLC (6341), Haggen Opco South, LLC (7257), Haggen Opco North, LLC (5028), Haggen Acquisition, LLC (7687), and Haggen, Inc. (4583). The mailing address for each of the Debtors is 2211 Rimland Drive, Bellingham, WA 98226.



Albertson's LLC ("Buyer"), (b) approving the sale of the Assets² pursuant to the Asset Purchase Agreement, (c) approving the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, (d) authorizing the Debtors to consummate transactions related to the Asset Purchase Agreement, and (e) granting other relief, all as more fully described in the Motion; and the Court having entered on December 4, 2016, the *Order (I) Scheduling a Hearing on the Approval of the Sale of the Debtors' Core Stores, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and Bid Protections and the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 911] (the "Bidding Procedures Order"); and the Debtors having determined that the highest and otherwise best offer for the Assets was made by Buyer pursuant to the Asset Purchase Agreement; and the executed Asset Purchase Agreement having been filed with the Court on March 25, 2016 [Docket No. 1685]; and the Court having conducted a hearing on March 29, 2016 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the proposed sale of the Assets (the "Sale"), to consider the approval of the Sale pursuant to the terms and conditions of the Asset Purchase Agreement, and the Court having considered: (i) the Motion and any objections thereto; (ii) the Bidding Procedures Order; (iii) the proposed Sale of the Assets by Sellers to Buyer pursuant to the Asset Purchase Agreement; (iv) the arguments of counsel made, and evidence adduced, related thereto; and (v) the full record in these chapter 11 cases, including the record related to the hearing to consider the Bidding Procedures Order (the "Bidding Procedures Hearing") and the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

be heard, regarding the approval of the Asset Purchase Agreement and sale of the Assets and other transactions contemplated by the Asset Purchase Agreement; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT:**³

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these chapter 11 cases pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction. This Court has jurisdiction over the Motion and over the property of Debtors, including the Assets to be sold, transferred, and conveyed pursuant to the Asset Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs entry of judgment as set forth herein.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

D. Property of the Estate. The Assets constitute property of Sellers' estates and title thereto is vested in Sellers' estates within the meaning of section 541(a) of the Bankruptcy Code.

E. Statutory Bases For Relief. The statutory bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014.

F. Petition Date. On September 8, 2015 (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

G. Bidding Procedures Order. This Court entered the Bidding Procedures Order on December 4, 2016, (1) establishing bidding and auction procedures; (2) scheduling an auction (if necessary) and the Sale Hearing to consider the sale of the Assets, to the extent set forth in the Bidding Procedures Order; (3) establishing procedures for noticing and determining cure amounts related to Sellers' executory contracts and unexpired leases; (4) approving the form and manner of notice of all procedures, protections, schedules, and agreements; and (5) granting certain related relief.

H. Notice. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. 916, 996, 1314, 1315, 1682], and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures Order, the Bidding Procedures Hearing, the Sale Hearing, the Sale, and the assumption and assignment of the executory contracts and unexpired

leases to be assumed and subsequently assigned to Buyer at the applicable Closing⁴ pursuant to this Sale Order has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and in compliance with the Bidding Procedures Order, to each party entitled to such notice, including, as applicable:

- (1) the U.S. Trustee;
- (2) counsel to the Existing DIP Agent and the Existing DIP Lenders under the Existing DIP Facility (each as defined herein);
- (3) counsel to the Creditors' Committee (as defined in the Motion);
- (4) all parties known by the Debtors to assert a lien on any of the Store Properties;
- (5) all persons known or reasonably believed to have asserted an interest in any of the Store Properties;
- (6) all contract counterparties to any of the Store Leases or any other executory contracts or unexpired leases related to the Store Properties;
- (7) all persons known or reasonably believed to have expressed an interest in acquiring all or a substantial portion of the Store Properties or making an equity investment in the Debtors within the three (3) months prior to the Petition Date;
- (8) the Office of the United States Attorney for the District of Delaware;
- (9) the Office of the Attorney General in each state in which the Debtors operate;
- (10) the Office of the Secretary of State in each state in which the Debtors operate or are organized;
- (11) all taxing authorities having jurisdiction over any of the Store Properties, including the Internal Revenue Service;
- (12) all environmental authorities having jurisdiction over any of the Store Properties, including the Environmental Protection Agency;
- (13) counsel to Buyer;
- (14) all of the multiemployer pension plans to which any of the Debtors is a contributing employer and all of the single employer defined benefit plans to which any Debtor is a contributor;
- (15) all of the labor unions that represent employees of any Debtor;
- (16) the Federal Trade Commission;

⁴ For the avoidance of doubt, any provision herein that refers to, or is effective as of, an "applicable Closing" or an "applicable Closing Date" shall apply with respect to the particular acquired Assets (including any Assumed Liabilities, Interests or Claims, Assumed Contracts and Cure Costs related thereto) that are the subject of such "applicable Closing" or "applicable Closing Date".

(17) the United States Attorney General/Antitrust Division of Department of Justice; (18) all of the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (19) all other parties that had filed a notice of appearance and demand for service of papers in these chapter 11 cases under Bankruptcy Rule 9010(b) as of the date of entry of the Bidding Procedures Order. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Global Publication Sale Notice (as defined in the Motion) in the *Los Angeles Times* on January 7, 2016, as evidenced by the affidavit of service filed by the Debtors' notice and claims agent on January 27, 2016 [Docket No. 1314] and in *The Wall Street Journal*, western edition, on January 7, 2016, as evidenced by the affidavit of service filed by the Debtors' notice and claims agent on January 27, 2016 [Docket No. 1315], was, and is deemed, sufficient, and reasonably calculated under the circumstances to reach such entities. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Bidding Procedures Hearing, the Sale, and the Sale Hearing is, or shall be, required. The Global Publication Sale Notice and the Global Sale Notice (collectively, the "Sale and Bidding Procedures Notice") provided all interested parties with timely and proper notice of the Sale contemplated by the Asset Purchase Agreement, the Bidding Procedures Order, the Bidding Procedures Hearing, and the Sale Hearing.

I. Disclosures. The disclosures made by the Debtors in the Motion, the Sale and Bidding Procedures Notice, and related documents filed with the Court concerning the Asset Purchase Agreement, the Bidding Procedures Order, the Bidding Procedures Hearing, the Sale and the Sale Hearing were good, complete and adequate.

J. Sale and Marketing Process. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties. The Debtors conducted the sale process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Assets.

K. Successful Bidder. The Debtors determined, in accordance with their business judgment and in consultation with the Consultation Parties (as defined in the Bidding Procedures Order) that Buyer's Asset Purchase Agreement was the sole Qualifying Bid (as defined in the Bidding Procedures Order). As a result, the Debtors declared Buyer the Successful Bidder (as defined in the Bidding Procedures Order) in a notice filed with this Court [Docket No. 1556] (the "Notice of Successful Bidder") and cancelled the Auction (as defined in the Bidding Procedures Order).

L. Highest and Best Bid. The terms contained in the Asset Purchase Agreement constitute the highest and best offer for the Assets and will provide a greater recovery for Sellers' estates for the Assets than would be provided by any other available alternative. Sellers' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Assets constitutes a valid and sound exercise of Sellers' business judgment. The Asset Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Assets under the circumstances of the chapter 11 cases. No other entity or group of entities has presented a higher or otherwise better offer to Sellers to purchase the Assets for greater economic value to Sellers' estates than Buyer.

M. Best Interest of Estates, Creditors and Parties In Interest. Given all of the circumstances of the chapter 11 cases and the adequacy and fair value of the consideration provided by Buyer under the Asset Purchase Agreement, the Sale constitutes a reasonable and sound exercise of Sellers' business judgment, is in the best interests of Sellers and the other Debtors, their estates, their creditors, and other parties in interest, and should be approved.

N. Sound Business Purpose. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Assets outside the ordinary course of business under section 363(b) of the Bankruptcy Code, and before, and outside of, a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the fact that: (1) the Asset Purchase Agreement constitutes the highest and best offer for the Assets; (2) the Asset Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Assets; and (3) any other transaction would not have yielded as favorable an economic result.

O. Good Faith. Buyer is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code. Neither Buyer nor any of its Affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, successors, or assigns is an "insider" (as defined under section 101(31) of the Bankruptcy Code) of any Debtor, and, therefore, is entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these chapter 11 cases in that: (1) Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (2) Buyer complied with the provisions in the Bidding Procedures Order; (3) Buyer's bid was subject to the competitive

bidding procedures set forth in the Bidding Procedures Order; (4) all payments to be made by Buyer and other agreements or arrangements entered into by Buyer in connection with the Sale have been disclosed; (5) Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (6) the negotiation and execution of the Asset Purchase Agreement, including the Sale contemplated thereby, were at arms' length and in good faith. There was no evidence of insider influence or improper conduct by Buyer or any of its Affiliates in connection with the negotiation of the Asset Purchase Agreement with the Debtors. The Asset Purchase Agreement does not commit Buyer or its Affiliates to offer employment to any of the Debtors' senior executives.

P. No Collusion. The Asset Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. Neither the Debtors and Buyer, nor any of their Affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, successors, or assigns have engaged in any conduct that would cause or permit the Asset Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

Q. Fair Consideration. Sellers are party to that certain "Debtor-In-Possession Revolving Credit and Security Agreement," dated as of September 11, 2015, (as amended and modified, the "Existing DIP Facility") with PNC Bank, National Association, as agent (the "Existing DIP Agent"), and the lenders parties thereto (collectively, the "Existing DIP Lenders") (as amended and modified, the "Existing DIP Facility"). In connection with the Sale, and as set forth more fully in the Debtors' *Motion For an Order Authorizing and Approving (I) the Debtors Entry Into a Commitment Letter; (II) the Assignment of the Existing DIP Facility,*

(III) *Amendment of The Existing Dip Facility, and (IV) Postpetition Financing Under the Amended DIP Facility, on an Interim Basis, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365 and 507 of the Bankruptcy Code* [Docket No. 1557], the Debtors are seeking entry of an order (the “DIP Assignment and Amendment Order”) by this Court authorizing and approving, among other things, (i) the assignment the claims of the Existing DIP Agent and Existing DIP Lenders to Albertson’s LLC (or its designee), in its capacity as lender (in such capacity, the “Replacement DIP Lender”), and (ii) the amendment of the Existing DIP Facility (the “Amended DIP Facility”) to authorize certain of the Debtors to obtain a term loan from the Replacement DIP Lender in an aggregate amount up to \$68,000,000. A condition precedent to the entry of the DIP Assignment and Amendment Order and the effectiveness of the Amended DIP Facility is the entry by this Court of this Sale Order. Upon the entry of the DIP Assignment and Amendment Order and pursuant to this Sale Order, Buyer shall be authorized to offset a portion of the Purchase Price through a dollar-for-dollar reduction of the obligations due and owing to the Replacement DIP Lender under the Amended DIP Facility, as set forth more fully in the Asset Purchase Agreement. The consideration provided by Buyer pursuant the Asset Purchase Agreement: (1) is fair and adequate; (2) constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and similar laws); and (3) will provide a greater recovery for the Debtors’ creditors than would be provided by any other reasonably practicable available alternative. The Existing DIP Lenders’ consent to this Sale Order is conditioned upon (i) the indefeasible payment in full in cash of the Obligations (as defined in the Existing DIP Facility) to the Existing DIP Lenders or (ii) execution of documents assigning the

Existing DIP Facility to the Replacement DIP Lender and submission to the Court of a DIP Assignment and Amendment Order in form and substance acceptable to the Existing DIP Lenders, in either event, prior to the maturity of the Existing DIP Facility.

R. Buyer Not a Successor. By consummating the Sale pursuant to the Asset Purchase Agreement (including operating at certain Store Properties under the Debtors' trade names), Buyer is not a mere continuation of any Seller or any other Debtor or any Debtor's estate, and there is no continuity, no common identity, and no continuity of enterprise between Buyer and any Debtor. Buyer is not holding itself out as a continuation of any Debtor. Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of Buyer and the Debtors. Neither Buyer nor any of its Affiliates and their respective successors, assigns, members, partners, principals, and shareholders (or equivalent) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any Affiliates thereof) and/or any Debtor's estate, including any obligation under any collective bargaining agreement or labor practice agreement, except as expressly provided in the Asset Purchase Agreement.

S. No Sub Rosa Plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities.

T. Power and Authority. The Debtors, acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and, upon entry of this Sale Order, the Debtors require no further consents or approvals to consummate the Sale contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

U. Binding Agreement. The Asset Purchase Agreement is a valid and binding contract between Sellers and Buyer and shall be enforceable pursuant to its terms. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession or the District of Columbia. The Asset Purchase Agreement and the Sale itself, and the consummation thereof shall be, to the extent provided in the Asset Purchase Agreement, specifically enforceable against and binding upon (without posting any bond) the Debtors, any chapter 7 or chapter 11 trustee appointed in any of the Debtors' chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

V. Valid Transfer. The transfer of each of the Assets to Buyer will be as of the applicable Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest Buyer with all right, title, and interest of Sellers to the Assets free and clear of all Interests or Claims (as defined below) accruing, arising or relating thereto any time prior to such Closing Date, unless otherwise expressly assumed under, or expressly permitted by, the Asset Purchase Agreement.

W. Free and Clear Sale. Any Seller may sell the Assets free and clear of all Interests or Claims against any Seller, its estate, or any of the Assets (unless otherwise expressly

assumed under, or expressly permitted by, the Asset Purchase Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. If the Sale were not free and clear of all Interests or Claims, or if Buyer would, or in the future could, be liable for any of the Interests or Claims (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement), Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors and their estates and creditors. The total consideration to be provided under the Asset Purchase Agreement reflects Buyer's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Assets free and clear of all Interests or Claims (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement).

X. Assumed Contracts. Pursuant to that certain motion filed on March 11, 2016 [Docket. No. 1558], the Sellers seek entry of an order authorizing the Sellers' assumption of the Store Leases and the Corporate Headquarters Lease (such leases, together, the "Real Property Leases," and such order, the "Lease Assumption Order"). The Sellers seek to assume (other than as set forth in the Lease Assumption Order) and assign to Buyer the Real Property Leases, the Assigned Contracts, the Assigned Licenses, and any other executory contracts or unexpired leases related to the Store Properties that are being assumed and assigned to Buyer as more particularly set forth in the Asset Purchase Agreement, including any Designation Rights Contracts that are subsequently designated Assigned Contracts (collectively, the "Assumed Contracts"). The Debtors have demonstrated that assumption and assignment of the Assumed Contracts is an exercise of its sound business judgment and is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assumed Contracts being assigned

to Buyer under the Asset Purchase Agreement are an integral part of the Asset Purchase Agreement and the Sale and, accordingly, such assumptions and assignments are reasonable and enhance the value of the Debtors' estates. Any contract counterparty to any Assumed Contract that has not actually filed with the Court an objection to such assumption or to such assignment as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to such assumption and assignment.

Y. Cure Notices. Sellers filed the *Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 1207] (the "Initial Cure Notice") and the *Supplemental Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 1612] (the "Supplemental Cure Notice," and together with the Initial Cure Notice, the "Cure Notices") pursuant to which Sellers identified the dollar amount, if any, that the Sellers assert is necessary to be paid to cure all defaults, if any, under their executory contracts and unexpired leases based on Sellers' books and records (the "Seller Asserted Cure Amount"). Contract counterparties to Sellers' executory contracts and unexpired leases were required to file objections (each, a "Cure Objection"), if any, to the Seller Asserted Cure Amount by no later than January 29, 2016 at 5:00 p.m. (ET) (with respect to executory contracts and unexpired leases set forth on the Initial Cure Notice) and March 28, 2016 at 12:00 Noon (ET) (with respect to executory contracts and unexpired leases set forth on the Supplemental Cure Notice). The Cure Notices provided that in the absence of timely filed Cure Objection, the cure costs set forth in the Cure Notices (each, a "Cure Cost" and, collectively, the "Cure Costs") would be controlling and fixed, notwithstanding anything to the contrary in any Assumed

Contract, or any other document, and the contract counterparty to any Assumed Contract shall be deemed to have consented to the Cure Costs set forth in the Cure Notices.

Z. Adequate Assurance of Future Performance. Pursuant to the Notice of Successful Bidder and the Supplemental Cure Notice, contract counterparties to Assumed Contracts were also required to file any objections to Buyer's ability to provide adequate assurance of future performance as contemplated under sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(1) of the Bankruptcy Code ("Adequate Assurance Objections"), by no later than March 22, 2016 at 4:00 p.m. (ET) (with respect to Assumed Contracts and set forth on the Notice of Successful Bidder) and March 28, 2016 at 12:00 Noon (ET) (with respect to Assumed Contracts set forth on the Supplemental Cure Notice). Contract counterparties to Assumed Contracts that failed to timely file an Adequate Assurance Objection are forever barred from objecting to the assumption and assignment of contracts on the grounds of a failure to provide adequate assurance of future performance. Based on evidence adduced at the hearing and based on the record in these chapter 11 cases, to the extent necessary, Sellers have satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assumed Contracts to the extent provided under the Asset Purchase Agreement and: (1) Sellers will cure, in accordance with the terms set forth in this Sale Order, any default existing prior to the date of the assumption the applicable Assumed Contract, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (2) Sellers have provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section

365(b)(1)(B) of the Bankruptcy Code, (3) Buyer has provided adequate assurance of future performance of and under the Assumed Contracts, within the meaning of sections 365(b)(1), 365(b)(3) (to the extent applicable) and 365(f)(2) of the Bankruptcy Code based on the *Declaration of Justin Ewing In Support of Sale of Assets to Albertson's LLC* [Docket No. 1660], and the other evidence adduced at the Sale Hearing.

AA. Single Integrated Transaction. The Asset Purchase Agreement and Sale must be approved and each Closing must occur to preserve the value of the Debtors' assets. Entry of this Sale Order approving the Asset Purchase Agreement and all provisions thereof is a necessary condition precedent to Buyer consummating the Sale. The transactions contemplated by the Asset Purchase Agreement and Sale on the Initial Closing and each subsequent Closing to Buyer are inextricably linked and technically and collectively constitute a single, integrated transaction.

BB. Consummation is Legal, Valid and Authorized. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

CC. Protection of Consumer Privacy. As contemplated in the Asset Purchase Agreement, and subject to the terms of this Sale Order, the sale to Buyer under the Asset Purchase Agreement of any personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) and private health information about individuals is consistent with the recommendations of any consumer privacy ombudsman appointed in these chapter 11 cases and satisfies the requirements of section 363(b)(1)(A).

DD. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted as set forth herein.
2. Any and all objections and responses to the Motion, the entry of this Sale Order or the relief granted herein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. Notice of the Motion, the Bidding Procedures Order, the Bidding Procedures Hearing, the Sale Hearing, and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.
4. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of the Court, has not been vacated, withdrawn, rescinded, or amended and remains in full force and effect.

Approval of the Sale of the Assets

5. The Asset Purchase Agreement, including the short term Transition Services Agreement (the "Transition Services Agreement") and all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, are hereby approved in all respects.
6. Pursuant to sections 363 and 365 of the Bankruptcy Code, entry by the Debtors into the Asset Purchase Agreement and the Transition Services Agreement is hereby authorized and approved as a valid exercise of the Debtors' business judgment. Pursuant to

sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to continue performance under and make all payments required by the Asset Purchase Agreement and all other ancillary documents as and when due thereunder without further order of this Court. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized and empowered, without further order of this Court, to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement; (b) transfer and assign all right, title, and interest to all assets, property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Asset Purchase Agreement; and (c) execute and deliver, perform under, consummate, and implement the Asset Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such other ancillary documents. Neither Buyer nor Sellers shall have any obligation to proceed with a Closing under the Asset Purchase Agreement until all conditions precedent to its obligations to do so have been met, satisfied, or waived.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against or on all or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors (including any collective bargaining agreement or labor agreement), Buyer and all successors and assigns of Buyer, and any trustees, examiners, or other

fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates, and their creditors, Buyer, and its respective Affiliates, successors and assigns, and any other affected third parties, including all persons asserting any Interests or Claims in the Assets to be sold to Buyer pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the applicable Closing Date and pursuant to and except as otherwise set forth in the Asset Purchase Agreement, the Assets shall be transferred to Buyer free and clear of all encumbrances, claims, interests, and liens, including the Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in

connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities (under any multiemployer pension plans or otherwise) or liabilities under any collective bargaining agreement or labor practice agreement, of the Debtors or any of the Debtors' predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than Assumed Liabilities, Permitted Encumbrances and Permitted Liens) (collectively, the "Interests or Claims"), with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Without limiting the generality of the foregoing, "Interests or Claims" shall include any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to (in each case, other than Assumed Liabilities, Permitted Encumbrances and Permitted Liens): (1) any labor agreements or any of the employee benefit plans, including any Interests or Claims related to unpaid contributions or current or potential withdrawal or termination liability, (2) any of the Debtors' collective bargaining agreements, (3) the Worker Adjustment and Retraining Notification Act of 1988, or (4) any of the Debtors' current and former employees. Those

holders of Interests or Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object that have an interest in the Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Assets, if any, attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale, subject to any defenses of the Debtors. Notwithstanding the foregoing, (i) if Buyer elects the option set forth in Section 4.5(k) of the Asset Purchase Agreement, Buyer shall pay the amount of withdrawal liability that Sellers would owe with respect to the Store Employees, and (ii) Buyer has agreed to assume the Assumed Liabilities, including the obligations under certain labor agreements in accordance with Section 4.5 of the Asset Purchase Agreement and, pursuant to Section 4.5(j) thereto, to comply with Section 4204 of ERISA for certain multiemployer plans.

9. The sale of the Avoidance Actions pursuant to the Asset Purchase Agreement is hereby approved. To the extent any Avoidance Action is not assignable to Buyer or any of its designees, assignees, and/or successors, the Debtors, and any chapter 11 or chapter 7 trustee (or any other designee) of the Debtors and their estates, shall be prohibited from bringing any such Avoidance Actions against Buyer, its Affiliates, designees, assignees, and/or successors.

10. The unions affected by the sale of the Assets have consented to such sale and have waived their rights to assert against any of Buyer, the Debtors, the Debtors' estates, or

any other party any claims or other rights arising under the successorship provisions of any labor law, labor agreement, collective bargaining agreement or similar agreement in relation to such sale, and no union shall have any such claims or other rights against Buyer, the Debtors, the Debtors' estates, or any other party arising under the successorship provisions of any collective bargaining agreement or similar agreement in relation to such sale.

11. On each applicable Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Assets or a bill of sale transferring good and marketable title in such Assets to Buyer pursuant to the terms and allocations set forth in the Asset Purchase Agreement. For the avoidance of doubt, the Excluded Assets set forth in the Asset Purchase Agreement are not included in the Assets, and the Excluded Liabilities set forth in the Asset Purchase Agreement are not Assumed Liabilities.

12. All persons are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to Buyer in accordance with the Asset Purchase Agreement and this Sale Order; *provided, however*, that the Debtors shall not be responsible for any defense or other costs associated with the enforcement of the foregoing.

13. At the applicable Closing and pursuant to the Asset Purchase Agreement, Buyer shall pay the applicable cash portion of the Purchase Price by wire transfer into an account to be designated by the Replacement DIP Lender pursuant to the Amended DIP Facility and the DIP Assignment and Amendment Order, without any other setoff, deduction, escrows or reserves of any kind other than as set forth herein or in the Asset Purchase Agreement. The Debtors shall not have any right to set-off or recoup amounts due to Buyer pursuant to the Asset Purchase

Agreement by any amounts which may be owed by Buyer to the Debtors pursuant to any other agreement or order.

14. Subject to the terms and conditions of this Sale Order, the transfer of Assets to Buyer pursuant to the Asset Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the Asset Purchase Agreement, constitute a legal, valid, and effective transfer of the Assets, and shall vest Buyer with right, title, and interest of Sellers in and to the Assets as set forth in the Asset Purchase Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement).

15. To the maximum extent permitted under applicable law, Buyer, to the extent provided by the Asset Purchase Agreement, shall be authorized, as of each applicable Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of Sellers constituting Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to Buyer as of such Closing Date as provided by the Asset Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Assets sold, transferred, assigned, or conveyed to Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Asset Purchase Agreement. This Sale Order

is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

16. All entities that are presently, or on the applicable Closing may be, in possession of some or all of the Assets to be sold, transferred, or conveyed (wherever located) to Buyer pursuant to the Asset Purchase Agreement are hereby directed to surrender possession of the Assets to Buyer on such Closing Date.

17. Upon consummation of the Sale set forth in the Asset Purchase Agreement, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Assets shall not have delivered to the Debtors prior to the applicable Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Assets (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement), or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets and (b) Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Assets of any kind or nature (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement); *provided*, that, notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

For the avoidance of doubt, upon consummation of the Sale as set forth in the Asset Purchase Agreement, Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

18. Except to the extent included in Assumed Liabilities, Permitted Encumbrances or Permitted Liens, or to enforce the Asset Purchase Agreement, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, contract counterparties, customers, licensors, litigation claimants, employees and former employees, dealers and sale representatives, and trade or other creditors holding Interests or Claims against the Debtors or the Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Assets or the transfer of the Assets to Buyer, hereby are forever barred, estopped, and permanently enjoined from asserting any Interests or Claims relating to the Assets or the transfer of the Assets against Buyer and its Affiliates, successors, designees, assigns, or property, or the Assets transferred to Buyer including, without limitation, taking any of the following actions with respect to or based on any Interest or Claim relating to the Assets or the transfer of the Assets (other than Assumed Liabilities): (a) commencing or continuing in any manner any action or other proceeding against Buyer, its Affiliates, successors or assigns, assets

or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against Buyer, its Affiliates, successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Interest or Claims against Buyer, its successors or assigns, assets or properties; (d) asserting an Interest or Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due Buyer or its successors or assigns; (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; or (f) interfering with, preventing, restricting, prohibiting or otherwise enjoining the consummation of the Sale. No such persons shall assert or pursue against Buyer or its Affiliates, successors or assigns any such Interest or Claim.

19. Buyer and its Affiliates and their respective successors, assigns, members, partners, principals and shareholders (or equivalent) are not and shall not be (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement or any other event occurring in the Debtors' chapter 11 cases under any theory of law or equity, (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, (c) deemed to have a common identity with the Debtors, (d) deemed to have a continuity of enterprise with the Debtors, or (e) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except as otherwise set forth in the Asset Purchase Agreement, the transfer of the Assets and the Assumed Contracts to Buyer under the Asset Purchase Agreement shall not result in (i) Buyer and its Affiliates and their respective successors, assigns, members, partners, principals and shareholders (or equivalent), or the Assets, having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors, (ii) Buyer

and its Affiliates and their respective successors, assigns, members, partners, principals and shareholders (or equivalent), or the Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Interests or Claims or Excluded Liability or (iii) Buyer and its Affiliates and their respective successors, assigns, members, partners, principals and shareholders (or equivalent), or the Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the Asset Purchase Agreement.

20. Without limiting the effect or scope of the foregoing, as of the Initial Closing, Buyer and its Affiliates and their respective successors, assigns, members, partners, principals and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character with respect to the applicable purchased Assets (except as expressly assumed under Section 4.5 of the Asset Purchase Agreement and with respect to Section 4204 of ERISA), including, but not limited to: (a) any employment or labor agreements or the termination thereof; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of or related to any of the Debtors or any of the Debtors' Affiliates or predecessors or any current or former employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; (e) any claims of any former employees of the Debtors; and (f) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor

Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws or (xiv) any other state, local or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with any or all Debtors or any predecessors; (xv) any antitrust laws; (xvi) any product liability or similar laws, whether state or federal or otherwise; (xvii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (xviii) any bulk sales or similar laws; (xix) any federal, state or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xx) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of or related to successor liability, whether known or unknown as of the Initial Closing, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Initial Closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to, the Assets, the Asset Purchase Agreement or the Assumed Contracts except as otherwise set forth in this Sale Order or in section 4.1 of the Asset Purchase Agreement.

21. As of and after the Initial Closing: (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the proceeds of the Sale in the same priority they currently enjoy with respect to the Assets.

Assumption and Assignment

22. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the applicable Closing Date, Sellers' assumption (other than with respect to the Real Property Leases, which assumption by Debtors shall be governed by the Lease Assumption Order) and assignment to Buyer, and Buyer's assumption on the terms set forth in the Asset Purchase Agreement of the Assumed Contracts is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume (other than with respect to Real Property Leases, which shall be assumed in accordance with the Lease Assumption Order) and assign to Buyer, effective upon the applicable Closing Date of the sale of the Assets, the Assumed Contracts (including, for the avoidance of doubt, any Designation Rights Contracts that are subsequently designated Assigned Contracts) free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement) and execute and deliver to Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to Buyer; *provided, however*, that the Debtors shall assume each of the Real Property Leases prior to April 5, 2016, which is

the statutory deadline for the Debtors to assume or reject unexpired leases of non-residential real property in accordance with the *Order, Pursuant to Section 365(d)(4) of the Bankruptcy Code, Extending the Deadline for the Debtors to Assume or Reject Unexpired Leases of Non-Residential Real Property Under Which Any of the Debtors are Lessees* [Docket No. 1148].

Notwithstanding anything contained in this Sale Order to the contrary, the Lease Assumption Order shall govern the Debtors' assumption of the Real Property Leases (including, but not limited to, the determination, payment and resolution of Cure Costs), and the provisions herein effectuating the assumption of Assumed Contracts shall not apply to the Real Property Leases; *provided* that all other provisions in this Sale Order relating to the treatment of Assumed Contracts or the assignment of the Assumed Contracts shall be applicable to the Real Property Leases. Notwithstanding anything contained in this Sale Order to the contrary, to the extent that this Sale Order is inconsistent with the Lease Assumption Order with respect to the assumption of the Real Property Leases (including, but not limited to, the determination, payment and resolution of Cure Costs), the terms of the Lease Assumption Order shall govern.

23. Upon the applicable Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, Buyer to effectuate the foregoing, as further provided in the Asset Purchase Agreement.

24. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract that is assumed and assigned to Buyer pursuant to the Asset Purchase Agreement (including those of the type described in sections 365(b)(2) and

(f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, or requires any counterparty to consent to assignment.

25. Buyer has provided adequate assurance of future performance for the Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

26. No Cure Objections were timely filed with respect to the Assumed Contracts listed on Exhibit A attached hereto. The Cure Costs for the contracts listed on Exhibit A are hereby fixed at the amounts set forth in the Initial Cure Notice or the Supplemental Cure Notice (as applicable), and the contract counterparties to such Assumed Contracts are forever bound by such Cure Costs. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers shall pay to the applicable contract counterparty the Cure Costs relating to any Assumed Contracts on Exhibit A on the applicable Closing Date. Upon payment of such Cure Costs as provided for herein, the contract counterparties to such Assumed Contracts are hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for cure.

27. Cure Objections were timely filed with respect to the contracts listed on Exhibit B attached hereto. To the extent not resolved prior to entry of this Sale Order, the resolution of the Cure Objection for all contracts listed on Exhibit B shall be adjourned until the next omnibus hearing in these chapter 11 cases that is no later than thirty (30) days after the entry of this Sale Order (or such other date agreed to by the Debtors and the applicable contract counterparties). Upon resolution the Cure Objection (whether by Court order or consent of the Seller and contract counterparty) for each contract listed on Exhibit B, (i) such contract shall be treated as an Assumed Contract under this Sale Order; (ii) the cure cost for such Assumed

Contract is fixed in accordance with this paragraph and shall constitute the "Cure Cost" for all purposes under this Sale Order; (iii) pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Seller shall pay to the applicable contract counterparty the Cure Costs, as determined in accordance with this paragraph, within seven (7) business days after the Cure Objection is resolved; and (iv) upon payment of such Cure Costs as provided for herein, the applicable contract counterparties are hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for Cure Costs.

28. The payment of the applicable Cure Costs (if any) shall effect a cure of all defaults existing as of the date that the applicable Assumed Contracts are assumed and shall compensate for any actual pecuniary loss to such contract counterparty resulting from such default.

29. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Costs as provided for herein (with respect to the Assumed Contracts other than Real Property Leases) or in the Lease Assumption Order (with respect to the Real Property Leases), neither the Debtors nor Buyer shall have any further liabilities to the contract counterparties to the Assumed Contracts, other than (i) the Debtors' obligations under Real Property Leases that accrue and become due and payable during the period commencing on or after the date that such Real Property Leases are assumed through the date such Real Property Leases are assigned to Buyer, including as set forth in paragraph 6 of the Lease Assumption Order, and (ii) Buyer's obligations under the Assumed Contracts that become due and payable on or after the date that such Assumed Contracts are assumed, including as set forth in Paragraph 36 of this Sale Order.

30. Any provisions in any Assumed Contracts that prohibit or condition the assignment of such Assumed Contracts or allow the party to such Assumed Contracts to terminate, recapture, impose any penalty or condition on renewal or extension, purport to require the consent of any counterparty, or modify any term or condition upon the assignment of such Assumed Contracts constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the assignment of the Assumed Contracts to Buyer. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors (either pursuant to the Lease Assumption Order or this Sale Order, as applicable) and assignment to Buyer of the Assumed Contracts have been satisfied.

31. Any party having the right to consent to the assumption or assignment of any Assumed Contracts that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

32. As of the date of assignment to Buyer, Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assumed Contracts arising from and after the assignment.

33. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of Buyer, and shall not charge Buyer for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

34. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or Buyer any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of the applicable Closing. For the avoidance of doubt, the foregoing shall not be construed to apply to any Cure Costs asserted by a non-Debtor counterparty to a Real Property Lease.

35. Neither Buyer nor any successor of Buyer shall be responsible for or have any Interests or Claims or obligations arising out of any of the contracts, agreements, or understandings that are not Assumed Contracts after the Initial Closing (except as specifically provided by the Asset Purchase Agreement).

36. Notwithstanding anything to the contrary in this Sale Order, with respect to each Assumed Contract, from and after the applicable Closing Date, Buyer shall have both the benefits and the burdens under such Assumed Contract as of such Closing Date, including those burdens which have accrued as of such Closing Date but are not yet due under the terms of such Assumed Contract (and thus are not payable as a Cure Cost pursuant to section 365(b)(1)(A)), including, but not limited to: (i) any adjustments or reconciliations (including any year-end adjustments or reconciliations) in respect of common area maintenance, insurance, utilities, taxes, and other charges and expenses that become due under a Real Property Lease; (ii) any percentage rent (if applicable) that becomes due under a Real Property Lease; (iii) any and all property taxes due and payable under a Real Property Lease; and (iv) any indemnification obligations that become due under a Real Property Lease; *provided*, that, solely between the

Debtors and Buyer, the allocation of such accrued benefits and responsibility for such accrued burdens shall be subject to the terms of the Asset Purchase Agreement.

Designation Rights Contracts

37. The Designation Rights Contracts are set forth on **Exhibit C** hereto. During the Designation Rights Period and subject to the terms and conditions set forth in the Asset Purchase Agreement, (i) each Designation Rights Contract shall be held by Sellers and shall not be rejected pursuant to section 365 of the Bankruptcy Code unless and until Buyer provides Sellers with a written request from Buyer to reject such Designation Rights Contract in accordance with Section 1.8(b)(iii) of the Asset Purchase Agreement; *provided, however*, that Sellers may seek rejection of a Designation Rights Contract in accordance with the terms of Section 1.8(b)(iv) of the Asset Purchase Agreement; (ii) Sellers shall not terminate, amend, supplement, modify or waive any rights under any Designation Rights Contract or take any affirmative action not required by the terms thereof without the prior written consent of Buyer; and (iii) these chapter 11 cases will not be converted, dismissed or closed prior to the expiration of the Designation Rights Period.

38. With respect to any such Designation Rights Contract, and except as otherwise provided in this Sale Order or Section 1.8 of the Asset Purchase Agreement, Buyer shall reimburse Sellers and thereby be solely responsible for all costs associated with the continuation by Sellers of such Designation Rights Contract (as set forth in a budget proposed by Sellers and approved by Buyer no later than ten (10) days prior to the date of the Initial Closing (such budget, the "**Designation Rights Budget**")) for the period from the Initial Closing through the earlier of (a) the end of the Designation Rights Period, or (b) the date of the Sellers' receipt of a written request from Buyer to reject a Designation Rights Contract.

39. Within three (3) business days of Sellers' receipt of a written request from Buyer to reject a Designation Rights Contract during the Designation Rights Period, Sellers shall file a "Rejection Notice" for such Designation Rights Contract in accordance with the procedures for Sellers to reject executory contracts and unexpired leases set forth in the *Order, Pursuant to Sections 105, 365(a) and 554 of the Bankruptcy Code, and Bankruptcy Rules 6006 and 9014, Authorizing and Approving Procedures for Rejection of Executory Contracts and Unexpired Leases* [Docket No. 277].

40. No Cure Objections were timely filed with respect to the Designation Rights Contracts listed on Exhibit F attached hereto. As soon as practicable, but in no event later than three (3) business days of Sellers' receipt of a written request from Buyer to assume one or more Designation Rights Contracts listed on Exhibit F, or one or more Designation Rights Contracts listed on Exhibit G attached hereto for which any Cure Objection has been resolved, Sellers shall file a notice on the docket in these chapter 11 cases (each, an "Uncontested Assumption Notice") in the form attached hereto as Exhibit D. Upon filing an Uncontested Assumption Notice, and without further order of the Court, each Designation Rights Contract listed in such Uncontested Assumption Notice (a) shall be treated as an Assumed Contract under this Sale Order, and (b) shall be assumed by the Sellers and assigned to Buyer. With respect to the Designation Rights Contracts listed on an Uncontested Assumption Notice, (1) the applicable Cure Cost for each Designation Rights Contract listed on such Uncontested Assumption Notice shall be fixed at the amount set forth in the Initial Cure Notice or the Supplemental Cure Notice (as applicable), and the applicable contract counterparty to such Designation Rights Contract shall be forever bound by such Cure Cost; (2) pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers shall pay to the applicable contract

counterparty the Cure Cost relating to each Designation Rights Contract listed on such Uncontested Assumption Notice within five (5) business days after the filing of the Uncontested Assumption Notice on the Court's docket; (3) upon payment of such Cure Costs as provided for herein, the applicable contract counterparty is hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for Cure Costs; and (4) upon the assumption of such Designation Rights Contracts, Buyer's obligation to reimburse Sellers for each Designation Rights Contract listed in such Uncontested Assumption Notice shall terminate.

41. Cure Objections were timely filed with respect to the Designation Rights Contracts listed on Exhibit G attached hereto. As soon as practicable, but in no event later than three (3) business days of Sellers' receipt of a written request from Buyer to assume one or more Designation Rights Contracts listed on Exhibit G, Sellers shall file a notice on the docket in these chapter 11 cases (each, an "Contested Assumption Notice") in the form attached hereto as Exhibit E. To the extent not resolved prior to the filing of the applicable Contested Assumption Notice, the resolution of the Cure Objection for any Designation Rights Contract listed on such Contested Assumption Notice shall be determined at a hearing to take place not fewer than ten (10) business days after the filing of the Contested Assumption Notice for such Designation Rights Contract. Upon resolution of the Cure Objection (whether by Court order or consent of the Sellers and the applicable contract counterparty) for each Designation Rights Contract listed on the applicable Contested Assumption Notice, such Designation Rights Contract (a) shall be treated as an Assumed Contract under this Sale Order, and (b) shall be assumed by the Sellers and assigned to Buyer. With respect to the Designation Rights Contracts listed on a Contested Assumption Notice, (1) the applicable Cure Cost for such Designation Rights Contract shall be fixed in accordance with this paragraph and shall constitute the "Cure Cost" for all purposes

under this Sale Order, and the contract counterparty to such Assumed Contract shall be forever bound by such Cure Cost; (2) pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers shall pay to the applicable contract counterparty the Cure Cost, as determined in accordance with this paragraph, within five (5) business days after the Cure Objection is resolved; (3) upon payment of such Cure Cost as provided for herein, the applicable contract counterparty is hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for Cure Costs; and (4) upon the assumption of such Designation Rights Contracts, Buyer's obligation to reimburse Sellers for the Designation Rights Contracts listed in the applicable Contested Assumption Notice shall terminate.

42. To the extent Sellers, pursuant to the Asset Purchase Agreement and this Sale Order, seek to assume and assign to Buyer the Designation Rights Contract with PDX, Inc., the effectiveness of such assumption and assignment remains subject to additional documentation between the applicable counterparties, including Oracle (to the extent required under such Designation Rights Contract).

Consumer Privacy Provisions

43. Buyer shall be deemed to be a "Qualified Buyer" as that term is used in the *Supplemental Report of Consumer Privacy Ombudsman* [Docket No. ____] in that Buyer: (i) concentrates in the same business and market as Sellers; (ii) subject to the terms of the Asset Purchase Agreement and solely for the limited purposes of establishing "Qualified Buyer" status, is Sellers' successor-in-interest as to customer information transferred to Buyer pursuant to the Sale; (iii) subject to paragraph 44 below, is responsible for any violation of the Sellers' privacy policies governing customer information transferred pursuant to the Sale (the "Privacy Policies") solely to the extent such violation occurs following the Initial Closing and involves customer

information actually transferred to Buyer; and (iv) subject to paragraph 44 below, shall not disclose, sell, or transfer customers' protected health information ("PHI") to any third party in a manner materially inconsistent with the Privacy Policies.

44. Subject to the immediately following proviso, Buyer shall be bound by and meet the material standards established by the Privacy Policies solely with respect to the customer information transferred to Buyer pursuant to this Sale Order and the Asset Purchase Agreement; *provided, however*, that nothing in this Sale Order shall affect, limit, restrict, prohibit or impair any right to amend or replace the Privacy Policies, with respect to the customer information transferred to Buyer, in accordance with the terms thereof and applicable law.

45. Sellers shall provide notice of the Sale on its website. Buyer shall notify by, mail or email (to the extent a valid email address is available), each customer who has an active prescription of the Sale. In addition, Sellers agree to post a notice at any pharmacy at or related to any Store Property (each, a "Pharmacy") in accordance with applicable state law advising customers of the transfer of their prescriptions and the customers' right to request the transfer of their prescriptions and PHI to a pharmacy of their choice. Sellers and/or Buyer, as applicable, further agree to include a message on each Pharmacy's telephone answering system notifying customers of the following information: (i) the Pharmacy is closing and customers' prescriptions are being transferred as of the applicable Closing Date; (ii) the name, address, and phone number of the pharmacy receiving the customers' prescriptions, and (iii) the customers' right to request the transfer of their prescriptions and PHI to a pharmacy of their choice.

46. After giving due consideration to the facts, circumstances and conditions of the Asset Purchase Agreement, as well as the report of the consumer privacy ombudsman filed with the Court, no showing was made that the sale of personally identifiable information or

private health information contemplated in the Asset Purchase Agreement, subject to the terms of this Sale Order, would violate applicable nonbankruptcy law.

Additional Provisions

47. **Spirit Properties.**

(a) Buyer shall acquire Sellers' interest in respect of store 2074, located at 14300 SW Barrows Rd, Tigard, OR ("Store 2074"); store 2080, located at 3075 Hilyard St., Eugene, OR ("Store 2080"); store 2081, located at 16199 Boones Ferry Road, Lake Oswego, OR ("Store 2081"); and store 2093, located at 450 N. Wilbur Avenue, Walla Walla, WA ("Store 2093", collectively, with Store 2074, Store 2080 and Store 2081, the "Spirit Properties") under that certain Amended and Restated Master Lease Agreement, dated as of June 15, 2015, by and between Haggén Operations Holdings, LLC and Spirit SPE HG 2015-1, LLC (together with its assignees, "Spirit", and such lease agreement, the "Spirit Master Lease") either (a) on terms and conditions mutually acceptable to Buyer and Spirit or (b) pursuant to this Sale Order hereby effectuating the severance of the Spirit Properties from the Spirit Master Lease, and such severance shall be deemed to create separate and independent leases applicable to each such Spirit Property with rent allocable to each of the Spirit Properties as set forth on Section 5.2(h) of the Disclosure Schedule to the Asset Purchase Agreement and otherwise on substantially the same terms as those contained in the Spirit Master Lease.

(b) In the event Buyer and Spirit are unable to reach an agreement prior to the Initial Closing (or such later period which has been agreed upon by Buyer and Spirit) with rent with respect to Store 2074, Buyer in its sole discretion prior to the Initial Closing (or such longer period as may be agreed by the Parties) may elect, by delivering written notice to Sellers prior to the Initial Closing, to treat Store 2074 and the related Assets as Excluded Assets.

48. Stay Relief. The automatic stay pursuant to section 362 is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to (i) allow Buyer to deliver any notice provided for in the Asset Purchase Agreement and any ancillary documents and (ii) allow Buyer to take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof. Except to the extent specifically provided for in this Sale Order, nothing in this Sale Order shall modify, lift, or in any way effect the automatic stay pursuant to section 362 with respect to the Debtors, their estates or their property.

49. Bulk Transfer Laws. Each Seller and Buyer hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

50. Non-Interference. Following the Initial Closing, no holder of an Interest or Claim in or against the Debtors or the Assets shall interfere with Buyer's title to or use and enjoyment of the Assets based on or related to such Interest or Claim or any actions that the Debtors may take in these chapter 11 cases or any successor cases.

51. Authorization. The Debtors, including their respective officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Asset Purchase Agreement and this Sale Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order.

52. Good Faith. The Sale contemplated by the Asset Purchase Agreement is undertaken by Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Contracts by Buyer and the sale free and clear of all Interests or Claims (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement)), unless such authorization and consummation of such Sale are duly stayed pending such appeal. Buyer is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(n) of the Bankruptcy Code. As a good-faith purchaser of the Assets, Buyer has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Assets, and therefore neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Buyer or any of its Affiliates, and the sale of the Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

53. Cooperation. From time to time, as and when requested by any party, each party to the Asset Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Buyer its right, title and interest in and to the Assets.

54. Reorganization Plan. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these chapter 11 cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this

Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. The failure specifically to include any particular provisions of the Asset Purchase Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Purchase Agreement and each such document, agreement or instrument be authorized and approved in its entirety.

55. Computations of Time-Periods. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

56. Sale Order Governs In Event of Inconsistencies. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

57. Modifications. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

58. Non-Severability. The provisions of this Sale Order are nonseverable and mutually dependent.

59. No Stay. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Bankruptcy Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately

upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

60. Retention of Jurisdiction. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder and of each of the agreements executed in connection therewith to which the Debtors are a party or which have been assigned by the Debtors to Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Dated: March 29, 2016
Wilmington, Delaware

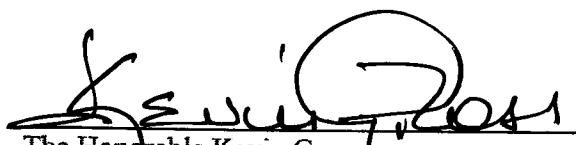

The Honorable Kevin Gross
United States Bankruptcy Judge

EXHIBIT A
TO
SALE ORDER

Assumed Contracts Not Subject to Cure Objection

LABOR AGREEMENTS

1. Bakery Labor Agreement, dated June 4, 2006, by and between Safeway, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (Bellingham, Port Angeles & Vicinity).
2. Bakery Labor Agreement, dated May 29, 2005, by and between New Albertsons, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (Tacoma & Vicinity).
3. Walla Walla Bakery Agreement, dated March 27, 2005, by and between Albertsons, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (Walla Walla).
4. Wenatchee Bakery Agreement, dated March 27, 2005, by and between Albertsons, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers Union Local No. 9 (Wenatchee).
5. Bakery Labor Agreement, dated May 29, 2005, by and between New Albertsons, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (Seattle and Vicinity).
6. Grocery Labor Agreement 6001G, dated May 19, 2013, by and between Allied Employers, Inc. for and on behalf of New Albertsons, Inc. and United Food and Commercial Workers Union Local No. 1439 - Wenatchee.
7. Meat Labor Agreement 6001M, dated July 14, 2013, by and between Allied Employers, Inc. for and on behalf of New Albertsons, Inc. and United Food and Commercial Workers Union Local No. 1439 (Wenatchee).
8. Grocery Labor Agreement, dated June 8, 2014, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 21 (Island County).
9. Grocery Labor Agreement, dated August 4, 2013, by and between Allied Employers, Inc. and General Teamsters Union Local No. 38 Affiliated with International Brotherhood of Teamsters (Snohomish County).
10. Grocery Labor Agreement, dated October 6, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 367 Chartered by United Food and Commercial Workers International Union, AFL-CIO, CLC (Mason-Thurston Counties).
11. Grocery/Bakery Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 367 Chartered by United Food and Commercial Workers International Union, AFL-CIO (Pierce County).
12. Grocery Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 21 Chartered by United Food and Commercial Workers International Union, AFL-CIO (King and Snohomish Counties).

13. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 21 AFL-CIO (Mason/Thurston).
14. Meat Labor Agreement, dated October 7, 2012, by and between Albertsons, Inc. and United Food and Commercial Workers Union Local No. 1439 (Walla Walla).
15. Grocery Labor Agreement, dated October 7, 2012, by and between Albertsons, Inc. and United Food and Commercial Workers Union Local No. 1439 (Walla Walla).
16. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 21 AFL-CIO (Snohomish).
17. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 367 (Pierce County).
18. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Allied Employers, Inc. and United Food and Commercial Workers Union Local No. 21 AFL-CIO (King and Kitsap Counties).
19. Bakery Labor Agreement, dated June 3, 2007, by and between Haggen, Inc./Top Foods and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (In-Store Bakery Tacoma, Olympia & Vicinity).
20. Grocery Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. d/b/a Top Foods and United Food and Commercial Workers Union Local No. 21 Chartered By United Food and Commercial Workers International Union, AFL-CIO (King/Snohomish).
21. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. d/b/a Top Foods and United Food and Commercial Workers Union Local No. 21 AFL-CIO (King-Kitsap).
22. Bakery Labor Agreement, dated June 3, 2007, by and between Haggen, Inc./Top Foods and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (In-Store Bakery Seattle & Vicinity).
23. Grocery Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. d/b/a TOP Food and Drug and United Food and Commercial Workers Union Local No. 367 Chartered By United Food and Commercial Workers International Union, AFL-CIO (Pierce County).
24. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. d/b/a Top Food and Drug and United Food and Commercial Workers Union Local No. 367 Chartered By United Food and Commercial Workers International Union, AFL-CIO (Pierce County).
25. Grocery Labor Agreement, dated April 6, 2014, by and between Haggen, Inc. and United Food & Commercial Workers Union Local No. 21 (Skagit).

26. Bakery Labor Agreement, dated June 3, 2007, by and between Haggen, Inc./Top Foods and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 9 (In-Store Bakery Bellingham & Vicinity).
27. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. and United Food & Commercial Workers Union Local No. 21 AFL-CIO (Snohomish County).
28. Grocery Labor Agreement, dated August 4, 2013, by and between Haggen, Inc. and General Teamsters Union Local No. 38 Affiliated with the International Brotherhood of Teamsters (Snohomish County).
29. Grocery Labor Agreement, dated October 10, 2013, by and between Haggen, Northwest Fresh Mason/Thurston Counties and United Food and Commercial Workers Union Local No. 367 Chartered By United Food and Commercial Workers International Union AFL-CIO (Mason/Thurston Counties).
30. Meat Dealers Labor Agreement, dated May 5, 2013, by and between Haggen, Inc. d/b/a Top Foods and UFCW Union Local No. 21 AFL-CIO (Mason/Thurston Counties).
31. Grocery Labor Agreement, dated April 6, 2014, by and between Haggen, Inc. and United Food & Commercial Workers Union Local No. 21 (Whatcom).
32. Meat Dealers Labor Agreement, dated April 6, 2014, by and between Haggen, Inc. and United Food & Commercial Workers Union Local No. 21 (Whatcom/Skagit/Island).
33. Retail Meat Labor Agreement, dated July 29, 2012, by and between New Albertsons, Inc. and United Food & Commercial Workers Union Local No. 555 (Bend & Redmond).
34. Grocery, Bakery and Non-Food Labor Agreement, dated January 22, 2012, by and between New Albertsons, Inc. and United Food & Commercial Workers Union Local No. 555 (Jackson/Josephine).
35. Retail Meat Labor Agreement, dated January 22, 2012, by and between New Albertsons, Inc. and United Food & Commercial Workers Union Local No. 555 (Medford/Grants Pass/Ashland).
36. Grocery, Produce and Delicatessen Labor Agreement, dated July 29, 2012, by and between Allied Employers, Inc. and United Food & Commercial Workers Union Local No. 555 (Portland & Vicinity).
37. Retail Meat Labor Agreement, dated July 29, 2012, by and between Allied Employers, Inc. and United Food & Commercial Workers Union Local No. 555 (Portland & Vicinity).
38. Retail Hand Shop Labor Agreement, dated January 23, 2011, by and between Albertson's LLC and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 114 AFL-CIO (Eugene and Springfield, Oregon).

39. HandShop Bakery Agreement, dated September 27, 2009, by and between New Albertson's, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, Local 114 (Grants Pass, Klamath Falls, Roseburg, Medford, Oregon Area).
40. HandShop Bakery Agreement, dated June 21, 2009, by and between Albertson's, Inc. and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, Union Local No. 114 (Portland, Oregon Area).
41. Retail Meat Labor Agreement, dated February 20, 2011, by and between New Albertsons, Inc. and United Food & Commercial Workers Union Local No. 555 (Eugene & Vicinity).
42. Food, Bakery, and Non-Foods Clerks Labor Agreement, dated February 20, 2011, by and between New Albertsons, Inc. and United Food & Commercial Workers Union Local No. 555 (Eugene & Vicinity).
43. Retail Meat Labor Agreement, dated April 6, 2014, by and between Allied Employers, Inc. and United Food & Commercial Workers Union Local No. 21 (Island).
44. Grocery Labor Agreement, dated October 6, 2013, by and among Haggen, Northwest Fresh and United Food and Commercial Workers Union Local No. 367 Chartered by United Food and Commercial Workers International Union, AFL-CIO (Mason-Thurston Counties).

EXHIBIT B
TO
SALE ORDER

Assumed Contracts Subject to Cure Objection

None.

EXHIBIT C
TO
SALE ORDER

Designation Rights Contracts

#	Haggen Entity	Contract Counterparty Name	Contract Description
1	HAGGEN, INC.	4D PHARMACY MANAGEMENT SYSTEMS, INC.	4D PHARMACY NETWORK PROVIDER CONTRACT DATED JUNE 2, 2009
2	HAGGEN, INC.	A.M. WIGHTON & SON, D/B/A A&J REFRIGERATION	SERVICES AGREEMENT FOR HVAC
3	HAGGEN, INC.	ACCELITEC, INC.	MASTER AGREEMENT BETWEEN HAGGEN, INC. AND ACCELITEC, INC. DATED MARCH 11, 2008
4	HAGGEN, INC.	ACCELITEC, INC.	PRODUCT INSTALLATION AGREEMENT
5	HAGGEN, INC.	ACCELITEC, INC.	SOFTWARE LICENSING AGREEMENT
6	HAGGEN, INC.	ACCENT INTERMEDIA, LLC	HAGGEN B2B IMPLEMENTATION WEBSITE AND FULFILLMENT SERVICES
7	HAGGEN OPCO SOUTH, LLC	ACCUTHERM REFRIGERATION, INC.	ACCUTHERM REFRIGERATION SERVICES AGREEMENT
8	HAGGEN, INC.	ACH FOOD COMPANIES, INC.	SUPPLY AGREEMENT BETWEEN HAGGEN, INC. AND ACH FOOD COMPANIES, INC. DATED OCTOBER 14, 2010
9	HAGGEN, INC.	ACTION CLEANING SERVICES	CLEANING SERVICE AGREEMENT BETWEEN HAGGEN, INC. AND ACTION CLEANING SERVICES
10	HAGGEN OPCO NORTH, LLC	ADVANCED FRESH CONCEPTS FRANCHISE CORP.	SUSHI SERVICE AGREEMENT BETWEEN HAGGEN AND ADVANCED FRESH CONCEPTS CORP.
11	HAGGEN, INC.	ADVANCED HEALTH SYSTEMS	ADDENDUM A TO ADVANCED HEALTH SYSTEMS COMMUNITY PLUS NETWORK AGREEMENT
12	HAGGEN, INC.	ADVISORY FINANCIAL GROUP	AGREEMENT FOR ACCOUNTING AND FINANCIAL SERVICES
13	HAGGEN, INC.	ADVO, INC.	MULTI-YEAR ADVERTISING CONTRACT
14	HAGGEN, INC.	AETNA HEALTH MANAGEMENT, LLC	NATIONAL PHARMACY SERVICES AGREEMENT
15	HAGGEN, INC.	AGELITY, INC.	ADDENDUM TO PHARMACY AGREEMENT
16	HAGGEN OPCO NORTH, LLC	ALASKA USA FEDERAL CREDIT UNION	LICENSE AGREEMENT - 31565 SR20 OAK HARBOR
17	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
18	HAGGEN OPCO NORTH, LLC	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 31565 SR 20 #1
19	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 1313 COOPER PT. RD.
20	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
21	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 201 37TH AVE. S.E.
22	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
23	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 3711 88TH ST. N.E.
24	HAGGEN, INC.	ALL JANITORIAL, LLC	FLOOR MAINTENANCE SERVICE CONTRACT BETWEEN HAGGEN, INC. AND ALL JANITORIAL SERVICE, LLC DATED MARCH 16, 2009
25	HAGGEN, INC.	ALLEN & BARBOUR, LLC	AGREEMENT FOR CUISINEART PROMOTIONS-BETWEEN HAGGEN, INC. AND ALLEN & BARBOUR, LLC

#	Haggen Entity	Contract Counterparty Name	Contract Description
26	HAGGEN OPCO SOUTH, LLC	AMERESCO, INC.	ENERGY MANAGEMENT SERVICES AGREEMENT
27	HAGGEN OPERATIONS HOLDINGS, LLC	AMERICAN BANK NOTE COMPANY	OVER THE COUNTER (OTC) STAMP CONSIGNMENT AGREEMENT
28	HAGGEN OPCO NORTH, LLC	AMERICAN GREETINGS CORPORATION	CONSENT, ASSIGNMENT AND ASSUMPTION AGREEMENT
29	HAGGEN OPCO NORTH, LLC	AMERICAN GREETINGS CORPORATION	AMENDED AND RESTATED SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION; HAGGEN, INC.; HAGGEN OPCO NORTH, LLC; AND HAGGEN OPCO SOUTH, LLC
30	HAGGEN, INC.	AMERICAN GREETINGS CORPORATION	AMENDMENT TO SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION AND HAGGEN, INC.
31	HAGGEN, INC.	AMERICAN GREETINGS CORPORATION	SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION AND HAGGEN, INC. DATED APRIL 1, 2011
32	HAGGEN, INC.	AMERICAN HEALTH CARE	PHARMACY PARTICIPATION AGREEMENT
33	HAGGEN, INC.	AMERICAN PROMOTIONAL EVENTS, INC. (NORTHWEST)	FIREWORKS LEASE AGREEMENT BETWEEN HAGGEN, INC. AND AMERICAN PROMOTIONAL EVENTS NORTHWEST
34	HAGGEN, INC.	ANDA, INC. AND VALMED PHARMACEUTICAL, INC.	PHARMACEUTICALS PURCHASING AGREEMENT BETWEEN HAGGEN, INC. AND VALMED PHARMACEUTICAL, INC.
35	HAGGEN, INC.	ANTHEM PRESCRIPTION MANAGEMENT LLC	PHARMACY PROGRAM CONDITIONS FOR THE ANTHEM PREFERRED NETWORK
36	HAGGEN, INC.	APRIA HEALTHCARE, INC.	PROFESSIONAL SERVICES AGREEMENT-APN RESPIRATORY FIRST DOSE
37	HAGGEN, INC.	ARGUS HEALTH SYSTEMS, INC.	PARTICIPATING AGREEMENT BETWEEN ARGUS HEALTH SYSTEMS, INC. AND HAGGEN, INC.
38	HAGGEN, INC.	ARGUS HEALTH SYSTEMS, INC.	PHARMACY NETWORK ADDENDUM
39	HAGGEN, INC.	ARMORED TRANSPORT NORTHWEST, INC.	ARMORED CAR SERVICE AGREEMENT
40	HAGGEN, INC.	ASSOCIATED GROCERS, INC.	DISTRIBUTOR-RESELLER WORKING STOCK AGREEMENT
41	HAGGEN, INC.	ASSOCIATED GROCERS, INC.	ASSET PURCHASE AGREEMENT BETWEEN ASSOCIATED GROCERS, INC. AND HAGGEN, INC. AND UNEXECUTED SUBLEASE
42	HAGGEN, INC.	AT&T CORP.	AT&T VPN TUNNELING SERVICE AND PRICING SCHEDULE
43	HAGGEN, INC.	AT&T CORP.	FIRST AMENDMENT TO AT&T CORPORATE DIGITAL ADVANTAGE- INTEGRATED ADDENDUM TO COMPREHENSIVE SERVICE ORDER ATTACHMENT AND PRICING SCHEDULE
44	HAGGEN, INC.	AT&T CORP.	FEE SCHEDULE FOR VOIP SERVICE
45	HAGGEN, INC.	AT&T CORP.	ADDENDUM TO COMPREHENSIVE SERVICE ORDER ATTACHMENT ATT&T NETWORK INTEGRATION SERVICES AND EQUIPMENT RESALE
46	HAGGEN, INC.	ATEB, INC.	LICENSE AND SERVICE AGREEMENT BETWEEN HAGGEN, INC. AND ATEB, INC. FOR COMPUTER SOFTWARE

#	Haggen Entity	Contract Counterparty Name	Contract Description
47	HAGGEN, INC.	ATLANTIC PRESCRIPTION SERVICES	NETWORK PHARMACY AGREEMENT BETWEEN APS AND HAGGEN INC. DATED MARCH 7, 2006
48	HAGGEN, INC.	AUTORX, L.C.	AMENDMENT TO SERVICE AGREEMENT BETWEEN AUTORX AND HAGGEN, INC.
49	HAGGEN, INC.	AXXYA SYSTEMS	RENEWAL INVOICE BETWEEN AXXYA AND HAGGEN, INC.
50	HAGGEN, INC.	BANK OF AMERICA	AGREEMENT - 1313 COOPER PT. RD.
51	HAGGEN, INC.	BANK OF AMERICA	LEASE AGREEMENT - 2814 MERIDIAN ST.
52	HAGGEN, INC.	BANK OF AMERICA	THIRD AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICAN, N.A.
53	HAGGEN, INC.	BANK OF AMERICA	FIRST AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION DATED NOVEMBER 4, 1999
54	HAGGEN, INC.	BANK OF AMERICA	NOTICE OF AGREEMENT TERMINATION AND ATM REMOVAL
55	HAGGEN, INC.	BANK OF AMERICA	SECOND AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN BANK OF AMERICA, N.A. AND HAGGEN, INC.
56	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO THE LEASE BETWEEN BANK OF AMERICA, N.A. AND HAGGEN, INC. DATED JULY 19, 2001 (TUALATIN)
57	HAGGEN, INC.	BANK OF AMERICA	BRANCH LEASE EXTENSION TUALATIN HAGGEN IN-STORE
58	HAGGEN, INC.	BANK OF AMERICA	THIRD AMENDMEN TO LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED APRIL 28, 2012
59	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO LEASE BETWEEN HAGGEN, INC. AND BANK OF AMERICAN, N.A. DATED FEBRUARY 20, 2001
60	HAGGEN, INC.	BANK OF AMERICA	SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED NOVEMBER 14, 2000
61	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO MASTER AGREEMENT FOR STAFFED BANKING FACILITIES
62	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OD AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION DATED APRIL 8, 1997
63	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANKD OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION DATED APRIL 14, 1997
64	HAGGEN, INC.	BANK OF AMERICA	MASTER AGREEMENT FOR STAFFED BANKING FACILITIES
65	HAGGEN, INC.	BANK OF AMERICA	LEASE AMENDMENT BETWEEN BRIAR DEVELOPMENT COMPANY AND BANK OF AMERICA NT&SA DATED MARCH 28, 1997
66	HAGGEN, INC.	BANK OF AMERICA	FIFTH AMENDMENT AND LEASE RENEWAL AGREEMENT BETWEEN BRIAR DEVELOPMENT COMPANY AND BANK OF AMERICA, N.A.
67	HAGGEN, INC.	BANK OF AMERICA	RETAIL BRANCH LEASE EXTENSION WEST OLYMPIA
68	HAGGEN, INC.	BANK OF AMERICA	BRANCH LEASE EXTENSION TANASBOURNE HAGGEN IN-STORE

#	Haggen Entity	Contract Counterparty Name	Contract Description
69	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO LEASE BETWEEN BANK OF AMERICA, N.A. ABD HAGGEN, INC. DATED JULY 19, 2001 (OLYMPIA, WA)
70	HAGGEN, INC.	BANK OF AMERICA	SETTLEMENT AND RELEASE BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED AUGUST 16, 2013
71	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
72	HAGGEN, INC.	BANNER BANK	LEASE RENEWAL OPTION FERNDAL E BRANCH OF BANNER BANK AND HAGGEN, INC.
73	HAGGEN, INC.	BANNER BANK	PROPOSED LEASE AMENDMENT REQUESTED BY BRIAR DEVELOPMENT COMPANY, LLC
74	HAGGEN, INC.	BANNER BANK	HAGGEN, INC.-BANNER BANK IN-STORE LEASE EXTENSION LETTER
75	HAGGEN, INC.	BENESCRIP T SERVICES, INC.	PARTICIPATING PHARMACY PROGRAM AGREEMENT BETWEEN HAGGEN, INC. AND BENESCRIP T
76	HAGGEN, INC.	BEST BUSINESS MUSIC	CONTRACT TO PROVIDE MUSIC IN STORES
77	HAGGEN, INC.	BLACK BOX NETWORK SERVICES	AGREEMENT TO PROVIDE LABOR FOR EQUIPMENT BETWEEN HAGGEN AND BLACK BOX
78	HAGGEN, INC.	BLACK ROCK CABLE	DARK FIBER OPTIC LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BLACK ROCK CABLE, INC.
79	HAGGEN OPCO NORTH, LLC	BLUE RHINO PROPANE	SCAN BASED TRADING AGREEMENT BETWEEN BLUE RHINO AND HAGGEN, INC.
80	HAGGEN, INC.	BLUESHIELD OF IDAHO	PARTICIPATING PHARMACY PROGRAM AGREEMENT BETWEEN HAGGEN, INC. AND BLUESHIELD IDAHO
81	HAGGEN, INC.	BOEING EMPLOYEES CREDIT UNION	INTERIOR STORE SUBLEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
82	HAGGEN OPCO NORTH, LLC	BOEING EMPLOYEES CREDIT UNION	ATM AGREEMENT BETWEEN BOEING EMPLOYEES CREDIT UNION AND HAGGEN OPCO NORTH, LLC DATED MARCH 18, 2015
83	HAGGEN, INC.	BOEING EMPLOYEES CREDIT UNION	INTERIOR STORE SUBLEASE AGREEMENT DATED SEPTEMBER 9, 1999 (AUBURN)
84	HAGGEN OPERATIONS HOLDINGS, LLC	BONDED FILTER CO. LLC	FILTER SERVICE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND BONDED FILTER CO. LLC DATED FEBRUARY 12, 2015
85	HAGGEN, INC.	BRADSHAW INTERNATIONAL, INC.	HAGGEN/ BRADSHAW INTERNATIONAL KITCHENWARE AGREEMENT PROPOSED DECEMBER 1, 2007
86	HAGGEN OPCO NORTH, LLC	BRENDA TULLOCK	AGREEMENT - 3075 HILYARD ST.
87	HAGGEN, INC.	BRINKER SERVICES CORPORATION	GIFTCARD AGREEMENT ACKNOWLEDGMENT BETWEEN HAGGEN, INC. AND BRINKER SERVICES CORPORATION
88	HAGGEN, INC.	BRUEGGEMAN, JOHNSON & YEANOPLOS	ACCOUNTING AGREEMENT TO DETERMINE THE VALUE OF HAGGEN, INC. ASSETS (PURCHASE PRICE ALLOCATION)
89	HAGGEN OPERATIONS HOLDINGS, LLC	BUNZL DISTRIBUTION USA	EXCLUSIVE SUPPLY AGREEMENT AND EXCLUSIVE MARKETING AGREEMENT BETWEEN HAGGEN'S OPERATIONS HOLDINGS LLC AND BUNZI DISTRIBUTION USA, LLC
90	HAGGEN OPERATIONS HOLDINGS, LLC	BUSINESS IMPACT GROUP	BUSINESS IMPACT GROUP PROGRAM DESIGN AND FULFILLMENT AGREEMENT BETWEEN BUSINESS IMPACT GROUP, LLC AND HAGGEN OPERATIONS HOLDING, LLC

#	Haggen Entity	Contract Counterparty Name	Contract Description
91	HAGGEN, INC.	BUSINESS SOFTWARE, INC.	LICENSE FOR HAGGEN, INC. TO USE BSI SOFTWARE
92	HAGGEN, INC.	BUYPASS CORPORATION	BUYPASS CORPORATION ELECTRONIC FUNDS TRANSFER SERVICE
93	HAGGEN, INC.	C.P.R. & FIRST AID CO. II	AGREEMENT FOR C.P.R., FIRST AID, AND BLOOD BORNE PATHOGENS TRAINING TO HAGGEN
94	HAGGEN, INC.	C.P.R. & FIRST AID CO. II	AGREEMENT FOR C.P.R., FIRST AID, AND BLOOD BORNE PATHOGENS TRAINING TO HAGGEN (PUYALLUP)
95	HAGGEN, INC.	CAPITAL CONTRACTORS, INC.	CLEANING SERVICES AGREEMENT BETWEEN HAGGEN, INC. AND CAPITAL CONTRACTORS
96	HAGGEN, INC.	CAPTURERX	340B PHARMACY SERVICES AGREEMENT DATED OCTOBER 29, 2012
97	HAGGEN OPERATIONS HOLDINGS, LLC	CARDTRONICS USA, INC.	EXCLUSIVE ATM LICENSE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND CARDTRONICS USA, INC.
98	HAGGEN, INC.	CAREMARK INC.	CAREMARK INC. PARTICIPATING PHARMACY AGREEMENT
99	HAGGEN, INC.	CAREMARK INC.	NOTICE OF MATERIAL AMENDMENT TO CONTRACT FOR CVS CAREMARK
100	HAGGEN, INC.	CARLTON TECHNOLOGIES, INC.	AGREEMENT TO PURCHASE SYMBOL PDT AND RECEIVE SERVICES REGARDING PRODUCT
101	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	CAROLINA SERVICES AMENDMENT TO PROCESSING AGREEMENT
102	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	BLUE-LINE DRAFT OF PRISM SERVICES PROCESSING AGREEMENT
103	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	AMENDMENT TO AGREEMENT/ RENEWAL BETWEEN HAGGEN, INC. AND CAROLINA SERVICES (FINAL)
104	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	PRISM SERVICES PROCESSING AGREEMENT AND ACCOMPANYING LETTER
105	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	AMENDED PRISM SERVICES PROCESSING AGREEMENT BETWEEN HAGGEN, INC. AND CAROLINA SERVICES TO RENEW FOR THREE YEARS
106	HAGGEN, INC.	CAROLINA MANUFACTURER'S SERVICE, INC.	RETAILER DIGITAL PROMOTION AGREEMENT BETWEEN CAROLINA MANUFACTURER'S SERVICE AND HAGGEN, INC.
107	HAGGEN, INC.	CASCADE BANK	IN-STORE BANK LEASE
108	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (LAKE STEVENS) WITH CASCADE BANK
109	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE) WITH CASCADE BANK
110	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND CASCADE BANK DATED NOVEMBER 15, 2000
111	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (MARYSVILLE) WITH CASCADE BANK
112	HAGGEN, INC.	CATALINA MARKETING CORPORATION	AGREEMENT TO USE CHECKOUT COUPON SYSTEM TO DISTRIBUTE COUPONS AND PROMOTIONS
113	HAGGEN, INC.	CBORD GROUP, INC.	ADDENDUM TO DIETARY MANAGEMENT SYSTEM/ SOFTWARE AND SUPPORT AGREEMENT
114	HAGGEN, INC.	CBORD GROUP, INC.	OPTION PRICING FOR EM CONNECT SOFTWARE

#	Haggen Entity	Contract Counterparty Name	Contract Description
115	HAGGEN, INC.	CFM PARTNERS, INC.	AGREEMENT BETWEEN CFM PARTNERS AND HAGGEN, INC PHARMACY ABOUT HIPAA TRAINING WITH INVOICES
116	HAGGEN, INC.	CHAMPUS (CIVILIAN HEALTH AND MEDICAL PROGRAM OF THE UNIFORMED SERVICES)	PHARMACY CERTIFICATION AND W-9 FOR HAGGEN, INC. PHARMACY
117	HAGGEN, INC.	CHECKFREEPAY CORPORATION	APPOINTMENT AGREEMENT FOR MONEY TRANSMISSION AND PAYMENT SERVICES
118	HAGGEN, INC.	CIGNA HEATHCARE OF WASHINGTON	PARTICIPATING PHARMACY AGREEMENT BETWEEN HAGGEN, INC. AND CIGNA
119	HAGGEN, INC.	CITIBANK, N.A.	GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENT, AND TRADEMARK RIGHTS DATED AUGUST 2, 2012
120	HAGGEN OPERATIONS HOLDINGS, LLC	CITICORP PAYMENT SERVICES, INC.	EXHIBIT D. 1 TO SUPERVALU ELECTRONIC TRANSACTION AGREEMENT
121	HAGGEN, INC.	CLAIMSPRO HEALTH CLAIMS SERVICES, INC.	CLAIMSPRO PHARMACY AGREEMENT TO PROVIDE REIMBURSEMENT PROGRAMS
122	HAGGEN OPCO NORTH, LLC	CLALLAM TRANSIT SYSTEM	PASS SALES OUTLET CONTRACT FOR TRANSIT PASSES BETWEEN HAGGEN OPCO NORTH LLC AND CLALLAM
123	HAGGEN, INC.	COINSTAR, INC.	COINSTAR UNIT RETAILER INSTALLATION AGREEMENT FORM
124	HAGGEN OPERATIONS HOLDINGS, LLC	COMDATA	CARD PROGRAM SERVICE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND COMDATA DATED APRIL 29, 2015
125	HAGGEN, INC.	COMMERCE REAL ESTATE SOLUTIONS	EXCLUSIVE COMMERCIAL LISTING AGREEMENT BETWEEN HAGGEN, INC. AND COMMERCE REAL ESTATE SOLUTIONS DATED APRIL 12, 2013
126	HAGGEN, INC.	COMPUTICA, INC.	CONTRACT FOR THE USE OF AN ONLINE MANAGEMENT TOOL FOR CATERING/BANQUET SERVICES
127	HAGGEN, INC.	CONCORD EFS NATIONAL BANK	WHOLESALE ELEC AMD AND CONSENT TO ASSIGNMENT
128	HAGGEN, INC.	CONCORD EFS NATIONAL BANK	AMENDMENT TO CONCORD EFS NATIONAL BANK MERCHANT AGREEMENT WITH HAGGEN, INC.
129	HAGGEN, INC.	CONCORDIA COFFEE SYSTEMS	UNLIMITED CUSTOMER CARE AGREEMENT BETWEEN CONCORDIA COFFEE SYSTEMS AND HAGGEN, INC.
130	HAGGEN, INC.	CONSULTANT TECHNOLOGY SERVICES, LLC	CONSULTING SERVICES AGREEMENT BETWEEN CONSULTANT TECHNOLOGY SERVICES, LLC AND HAGGEN, INC.
131	HAGGEN, INC.	CONTRACT LOGIX, INC.	CONTRACT LOGIX, INC. AND HAGGEN, INC. SOFTWARE AGREEMENT DATED JUNE 30, 2011
132	HAGGEN, INC.	COPIERS NORTHWEST, INC.	PRINT MANAGEMENT PROGRAM DATED FEBRUARY 25, 2010
133	HAGGEN, INC.	COPIERS NORTHWEST, INC.	NEW AGREEMENT FOR SCANNING UPGRADE PROGRAM BETWEEN COPIERS NW AND HAGGEN, INC.
134	HAGGEN, INC.	CORINTHIAN SCHOOLS, INC.	EXTERNSHIP AGREEMENT BETWEEN HAGGEN, INC. AND CORINTHIAN COLLEGE, INC.
135	HAGGEN OPCO NORTH, LLC	CORRY CAVIN DBA LACEY AUTO LICENSING	INTERIOR STORE LEASE AGREEMENT (LACEY AUTO LICENSING--OLYMPIA) DATED MARCH 3, 2015
136	HAGGEN, INC.	COVENTRY HEALTH CARE, INC.	AMENDMENT TO THE NATIONAL PHARMACY PARTICIPATION AGREEMENT DATED JULY 1, 2007

#	Haggen Entity	Contract Counterparty Name	Contract Description
137	HAGGEN, INC.	CUSTOM COFFEE ESPRESSO	SUBLEASE & AMDS TO CUSTOM COFFEE
138	HAGGEN, INC.	DAMERON PROPERTY MANAGEMENT	DPM PROVIDES JANITORIAL AND FLOOR CARE SERVICES
139	HAGGEN, INC.	DEGOEDE BROS LLC	SCAN-BASED TRADING AGREEMENT
140	HAGGEN, INC.	DESIGN DESIGN, INC.	SCAN-BASED TRADING AGREEMENT
141	HAGGEN, INC.	DIAMOND FOODS, INC.	HAGGEN AND DIAMOND AGREE TO CONDITIONS PURSUANT TO DIAMOND BRAND FULL LINE CULINARY NUT CONTRACT VENDING PROGRAM
142	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	ORIGINAL PURCHASE AND SALE AGREEMENT FOR EDMONDS PROPERTY
143	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	AMEND EXISTING PURCHASE AND SALE AGREEMENT BY EXTENDING FEASIBILITY PERIOD
144	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	AMEND EXISTING PURCHASE AND SALE AGREEMENT BY ADDING BUYER'S NOTICE OF SATISFACTION/WAIVER OF FEASIBILITY PERIOD
145	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	HAGGEN PARTIES AND DICK'S GRANT EACH OTHER RECIPROCAL EASEMENTS
146	HAGEN OPERATIONAL HOLDINGS	DIGITALREP LLC	MASTER SERVICES AGREEMENT
147	HAGGEN, INC.	DIVERSIFIED PHARMACEUTICAL SERVICES INC.	HAGGEN ENROLLS IN DIVERSIFIED NATIONAL PHARMACY NETWORK
148	HAGGEN OPERATIONS HOLDINGS, LLC	DIVERSIFIED PRODUCTS INC.	AMEND FOR DIVERSIFIED PRODUCTS TO SUPPLY EYEGLASSES TO ADDITIONAL HAGGEN LOCATIONS
149	HAGGEN, INC.	DIVERSIFIED PRODUCTS INC.	HAGGEN PURCHASES READING GLASSES EXCLUSIVELY FROM DIVERSIFIED
150	HAGGEN, INC.	DOMO, INC.	HAGGEN PURCHASES SUBSCRIPTION TO DOMO PLATFORM AND PROFESSIONAL CONFIGURATION
151	HAGGEN, INC.	DREYER'S GRAND ICE CREAM, INC.	AMEND CONTRACT INVOLVING DREYER'S PROVIDING PRODUCT TO HAGGEN BASED ON SCAN BASED TRADING AGREEMENT
152	HAGGEN, INC.	DUGOUT BROTHERS, INC.	TERMINATION OF EXISTING LEASE SO NEW LEASE BETWEEN FRANCHISEE TOP BEAN AND HAGGEN MAY BE ENTERED
153	HAGGEN OPCO NORTH, LLC	DYNAMOND BUILDNG MAINTENANCE	JANITORIAL AND FLOOR CARE CLEANING SERVICES FOR SOME HAGGEN STORES
154	HAGGEN, INC.	EBEN DESIGN, INC.	EBEN DESIGN DELIVERS CONSULTING SERVICES TO REFRESH/SOLIDIFY HAGGEN BRAND
155	HAGGEN, INC.	EBRX INC.	HAGGEN ENROLLS IN EBRX PHARMACY NETWORK
156	HAGGEN, INC.	ECOVA INC.	ECOVA PROVIDES ENERGY AND SUSTAINABILITY MANAGEMENT SERVICES
157	HAGGEN, INC.	EDWIN STICKLE GROUP, INC.	INTERIOR STORE PROPERTY LEASE AGREEMENT - 1815 MAIN ST.
158	HAGGEN, INC.	EKTRON	HAGGEN PURCHASE OF LICENSE TO SOFTWARE PRODUCT CMS400.NET AND SUPPORT SERVICES
159	HAGGEN OPERATIONS HOLDINGS, LLC	ELECTRONIC IMAGING SERVICES, INC.	EIS PROVIDES A BUNDLE OF GOODS AND SERVICES TO HAGGEN

#	Haggen Entity	Contract Counterparty Name	Contract Description
160	HAGGEN, INC.	EMPLOYER HEALTH OPTIONS	HAGGEN ENROLLS IN EMPLOYER HEALTH OPTIONS PHARMACY PROVIDER NETWORK
161	HAGGEN, INC.	ERX NETWORK L.L.C.	HAGGEN CONTRACTS WITH EMDEON FOR "EPRESCRIBING" ELECTRONIC PRESCRIPTION SERVICES
162	HAGGEN, INC.	EXCELLUS HEALTH PLAN INC.	HAGGEN ENROLLS IN EXCELLUS PHARMACY NETWORK
163	HAGGEN, INC.	EXP PHARMACEUTICAL SERVICES CORP.	HAGGEN PURCHASES PHARMACEUTICAL RETURNS AND WASTE DISPOSAL SERVICES
164	HAGGEN, INC.	EXPRESS SCRIPTS INC.	ORIGINAL MEDICARE PROVIDER AGREEMENT AMENDED TO COMPLY WITH MEDICARE PART D PROGRAM REQUIREMENTS
165	HAGGEN, INC.	EXPRESS SCRIPTS INC.	AMEND ESI PHARMACY NETWORK AGREEMENT TO ACCOUNT FOR CMS REQUIREMENTS
166	HAGGEN, INC.	EXPRESS SCRIPTS INC.	HAGGEN ENROLLS IN ESI PHARMACY NETWORK
167	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	INTERIOR STORE LEASE AGREEMENT - 1301 AVE. D
168	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	INTERIOR STORE LEASE AGREEMENT - 1815 MAIN ST.
169	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	LEASE FOR OPTOMETRY STORE INSIDE HAGGEN STORE (MT. VERNON)
170	HAGGEN, INC.	FACILITY MAINTENANCE CONTRACTORS	WEEKLY JANITORIAL SERVICES FOR HAGGEN STORE (FINAL AGREEMENT WITH INVOICE)
171	HAGGEN OPCO NORTH, LLC	FENIKS INC.	FENIKS INSTALLS AND OPERATES COFFEE DISPENSING KIOSKS ON HAGGEN PREMISES
172	HAGGEN, INC.	FIBERCLOUD, INC.	AMENDMENT TO INSTALLATION OF CABINET AND POWER CIRCUIT CONTRACT
173	HAGGEN, INC.	FIBERCLOUD, INC.	INSTALLATION OF CABINET AND POWER CIRCUIT
174	HAGGEN, INC.	FIBERCLOUD, INC.	UPGRADE IN BANDWIDTH UNDER SERVICE PLAN
175	HAGGEN, INC.	FIBERCLOUD, INC.	CABINET TO PANEL CROSS CONNECT INSTALLATION (CLOUD HOSTING)
176	HAGGEN, INC.	FINTECH.NET	HAGGEN RETAILER PROGRAM ENROLLMENT AND DISCLOSURE IN FINTECH ELECTRONIC SERVICES PROGRAM
177	HAGGEN, INC.	FIRST CHOICE HEALTH NETWORK, INC.	HAGGEN ENROLLS IN FIRST CHOICE HEALTH PHARMACY NETWORK
178	HAGGEN, INC.	FIRST HEALTH STRATEGIES, INC.	HAGGEN ENROLLS AS CONTRACT PHARMACY IN ALTA RX NETWORK
179	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
180	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
181	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
182	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
183	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
184	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY

#	Haggen Entity	Contract Counterparty Name	Contract Description
185	HAGGEN, INC.	FLORISTS' TRANSWORLD DELIVERY INC.	FTD IMPLEMENTS TURNKEY FTD MERCURY POS HARDWARE AND SOFTWARE SOLUTION FOR HAGGEN
186	HAGGEN, INC.	FLORISTS' TRANSWORLD DELIVERY INC.	HAGGEN APPLIES TO BE MEMBER OF FTD
187	HAGGEN, INC.	FORESEE RESULTS, INC.	HAGGEN PURCHASES CONSUMER EXPERIENCE ANALYTICAL SERVICES
188	HAGGEN, INC.	FRESH EXPRESS INC.	HAGGEN PURCHASES PACKAGED LEAFY GREENS AND OTHER PRODUCE FROM FRESH EXPRESS
189	HAGGEN OPERATIONS HOLDINGS, LLC	G&K SERVICES INC	AMEND G&K NATIONAL ACCOUNT SERVICE AGREEMENT TO MODIFY PRICING AND LIST OF SERVICED STORES
190	HAGGEN, INC.	G&K SERVICES INC	HAGGEN EXCLUSIVELY PURCHASES SPECIFIED MERCHANDISE AND USES RELATED SERVICES FROM G&K
191	HAGGEN, INC.	G&K SERVICES INC	EXTEND AGREEMENT TERM
192	HAGGEN, INC.	GE LIGHTING & PUGET SOUND ENERGY	AGREEMENT TO PARTICIPATE IN PRODUCT REBATE PROMOTION JOINTLY
193	HAGGEN, INC.	GENERAL ELECTRIC COMPANY	BUSINESS AGREEMENT BETWEEN HAGGEN & GE REGARDING GE LAMPS
194	HAGGEN, INC.	GENERAL MICROSYSTEMS, INC.	INSTALL/IMPLEMENT "UNITRENDS BACKUP APPLIANCE" FOR HAGGEN
195	HAGGEN, INC.	GLAXOSMITHKLINE LLC	AMEND A FEW TERMS OF PHARMACY AGREEMENT BETWEEN HAGGEN AND GSK
196	HAGGEN, INC.	GLIDE RITE CORPORATION	ON-SITE EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR SERVICES
197	HAGGEN, INC.	GLOBAL SOFTWARE, INC.	PERPETUAL LICENSE FOR SPREADSHEET SERVER FOR USE WITH JD EDWARDS
198	HAGGEN, INC.	GLOBAL SOFTWARE, INC.	LICENSE FOR HAGGEN TO USE EXECUTIVE DASH PRODUCT
199	HAGGEN, INC.	GOOGLE, INC.	HAGGEN INTEGRATES ITS LOYALTY/REWARDS PROGRAM WITH GOOGLE ZAVE
200	HAGGEN, INC.	GREENWISE BANKCARD, LLC	HAGGEN ENROLLS IN DONATEWISENOW PROGRAM (CHARITABLE DONATIONS AT POINT OF SALE)
201	HAGGEN, INC.	GROCERY SHOPPING NETWORK, INC.	ESCROW AGREEMENT (HAGGEN AS BENEFICIARY, IRON MOUNTAIN AS ESCROW AGENT)
202	HAGGEN, INC.	GROCERY SHOPPING NETWORK, INC.	GSN AND HAGGEN PARTNER TO DEPLOY GSN'S INTERNET ONLINE GROCERY SHOPPING SYSTEM FOR USE BY HAGGEN AND HAGGEN'S CONSUMERS
203	HAGGEN, INC.	GROUP HEALTH COOPERATIVE OF PUGET SOUND (GHC)	AMEND MEDIATION, SERVICES, PAYMENT ETC. CONTRACTUAL PROVISIONS OF PHARMACY NETWORK PARTICIPATION AGREEMENT
204	HAGGEN, INC.	GW SERVICES, INC.	AMEND PLACEMENT/OPERATION, FINANCIAL TERMS, ETC CONTRACTUAL PROVISIONS OF CONTRACT ENABLING GLACIER TO PLACE WATER VENDING MACHINES IN HAGGEN STORES.
205	HAGGEN, INC.	HEALTH CARE AUTHORITY	AMEND EXISTING PHARMACY NETWORK AGREEMENT TO INCLUDE NEW PHARMACY PRICING SCHEDULE
206	HAGGEN, INC.	HEALTH E SYSTEMS LLC	NEW CONTRACT SO HAGGEN CAN CONTINUE PROCESSING FOR HES CLIENT MEMBERS TO PHARMACY NETWORK

#	Haggen Entity	Contract Counterparty Name	Contract Description
207	HAGGEN, INC.	HEALTH NET HEALTH PLANS OF OREGON INC.	HAGGEN RENDERS PHARMACEUTICAL SERVICES TO INDIVIDUALS COVERED BY HEALTH NET PLAN
208	HAGGEN, INC.	HEALTH NET PHARMACEUTICAL SERVICES, INC.	HAGGEN ENROLLS IN FIRST CHOICE HEALTH NET NETWORK
209	HAGGEN, INC.	HEALTHNOTES, INC.	AMEND AGREEMENT CONCERNING LEASING HEALTHNOTES SOFTWARE
210	HAGGEN, INC.	HEALTHTRAN	HAGGEN IS PARTICIPATING PHARMACY IN HEALTHTRANS NETWORK AND PROVIDES MEDICARE PART D PRESCRIPTION DRUGS
211	HAGGEN, INC.	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	MASTER LEASE AND FINANCING AGREEMENT CONCERNING IT SERVICES
212	HAGGEN, INC.	HOLLYWOOD HEALTHCARE CORP	HAGGEN PURCHASES DIABETES TESTING SUPPLIES AND SUBMITS TRANSACTION DATA TO HOLLYWOOD HEALTHCARE
213	HAGGEN, INC.	HOLLYWOOD HEALTHCARE CORP	HAGGEN MAINTAINS LOGIMEDIX INVENTORY OF DIABETES TESTING SUPPLIES AND TRACK TRANSACTION DATA
214	HAGGEN, INC.	HORIZONS TODAY	HAGGEN PAYS COMMISSION FOR SUCCESSFUL HIRING OF CANDIDATE THROUGH HORIZONS TODAY REFERRAL (HAGGEN PROVIDES PHARMACY SERVICES TO HUMANA MEMBERS AT NEGOTIATED RATES)
215	HAGGEN, INC.	HUMANA INC.	AMEND TERMS OF HAGGEN'S PARTICIPATION IN HUMANA NATIONAL CHAIN PHARMACY PROVIDER NETWORK
216	HAGGEN, INC.	HUMANA INC.	HAGGEN ENROLLS IN MANAGED PRESCRIPTION SERVICES PHARMACY NETWORK
217	HAGGEN, INC.	IBM	IBM PROVIDES SERVICES FOR SELF-CHECKOUT MACHINES
218	HAGGEN, INC.	ICONTROL SYSTEMS USA, LLC	SERVICES FOR CONSOLIDATING NEWSPAPER DATA
219	HAGGEN, INC.	IMPERIAL CREDIT CORPORATION	FINANCED INSURANCE POLICIES
220	HAGGEN, INC.	INDEPENDENT HEALTH	HAGGEN ENROLLS IN INDEPENDENT HEALTH PHARMACY NETWORK
221	HAGGEN, INC.	INDUSTRIAL LIGHT ENERGY, INC.	LIGHTING MAINTENANCE AND REPAIRS SERVICES
222	HAGGEN, INC.	INFOCARE, INC.	DOCUMENT STORAGE SERVICE AGREEMENT
223	HAGGEN, INC.	INFORMATION BUILDERS, INC.	RIDER TO MASTER AGREEMENT DETAILING LICENSE TO - OPERATING SYSTEM VERSION OF SPECIFIED IBI SOFTWARE
224	HAGGEN, INC.	INNOVIANT	HAGGEN PARTICIPATES IN PHARMACY NETWORKS THROUGH INNOVIANT (WHO HAS A RELATIONSHIP WITH UNSPECIFIED VENDOR FOR ELECTRONIC PROCESSING OF PRESCRIPTION CLAIMS)
225	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	IN-STORE OFFERS SERVICES TO SUPPORT CERTAIN WIN/EPS SOFTWARE DEVELOPED BY MTX/EPS
226	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	HAGGEN PURCHASES FUJITSU POS SYSTEM WITH 15" MONITORS
227	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	STORENEXT PROVIDES HARDWARE MAINTENANCE SERVICES

#	Haggen Entity	Contract Counterparty Name	Contract Description
228	HAGGEN, INC.	INTEGRA TELECOM	HAGGEN PAYS FOR VOICE/DSL SERVICES
229	HAGGEN, INC.	INTEGRATED PHARMACEUTICAL SERVICES INC.	HAGGEN PARTICIPATES IN INTEGRATED PHAMACY NETWORK WHERE HAGGEN DISTRIBUTES COVERED MEDICATIONS AS A SUBCONTRACTOR
230	HAGGEN, INC.	INTERCON ASSOCIATES INC.	LIMITED LICENSE TO INTERCON SOFTWARE
231	HAGGEN, INC.	INTESOURCE, INC.	INTESOURCE PROVIDES OUTPUT-BASED SERVICES INCLUDING USE OF ESUITE SOURCING MANAGER ETC.
232	HAGGEN, INC.	IRON MOUNTAIN INC.	TECHNOLOGICAL ESCROW AGREEMENT: ACCELITEC, INC. AS DEPOSITOR, HAGGEN AS BENEFICIARY, AND IRON MOUNTAIN AS ESCROW AGENT
233	HAGGEN, INC.	J & M DISTRIBUTION	HAGGEN GRANTS J & M EXCLUSIVE LICENSE TO PLACE FREE PUBLICATIONS IN HAGGEN PREMISES
234	HAGGEN, INC.	J.W CHATAM & ASSOCIATES, INC.	CHATAM MAY REPRESENT HAGGEN IN TAX MATTER FOR TAX YEAR 2009-2010
235	HAGGEN, INC.	JDA SOFTWARE, INC.	HAGGEN ORDERS A LICENSE TO PROSPACE PLUS SOFTWARE AND RELATED SERVICES
236	HAGGEN, INC.	JFCONNOLLY & ASSOCIATES/ DROSTE CONSULTANTS, INC.	ASSESSMENT OF RETAIL PRODUCTIVITY AND RETAIL/PAYROLL MANAGEMENT
237	HAGGEN, INC.	JP MORGAN CHASE BANK, N.A.	LEASE AGREEMENT - 26603 72ND AVE. N.W.
238	HAGGEN OPERATIONS HOLDINGS, LLC	KEY MECHANICAL	KEY PROVIDES REFRIGERATION AND HVAC SERVICES
239	HAGGEN, INC.	KEY MECHANICAL	KEY MECHANICAL PERFORMS MAINTENANCE SERVICES HVAC AND REFRIGERATION 3 TIMES ANNUALLY
240	HAGGEN, INC.	KEY MECHANICAL	KEY MECHANICAL PERFORMS MAINTENANCE SERVICES HVAC AND REFRIGERATION 6 TIMES ANNUALLY
241	HAGGEN, INC.	KRONOS, INC.	HAGGEN PURCHASES SOFTWARE, LICENSES, AND SERVICES
242	HAGGEN, INC.	KRONOS, INC.	AT HAGGEN'S REQUEST, NEW CONTRACT FOR LICENSE DOWNGRADE (4100 LICENSES TO 3100 LICENSES)
243	HAGGEN, INC.	KRONOS, INC.	KRONOS PROVIDES CONSULTING SERVICES FOR IMPLEMENTING A WORKFORCE MANAGEMENT SOLUTION
244	HAGGEN, INC.	KRONOS, INC.	KRONOS PROVIDES CONSULTING SERVICES FOR IMPLEMENTING WORKFORCE MANAGEMENT MODULES
245	HAGGEN, INC.	KSS RETAIL	HAGGEN PURCHASES LICENSE TO PRICESTRAT SOFTWARE AND RELATED SERVICES
246	HAGGEN, INC.	KSS RETAIL	HAGGEN PURCHASES PROFESSIONAL SERVICES FOR UPGRADING TO LATEST RELEASE OF PRICESTRAT
247	HAGGEN OPCO NORTH, LLC	LA TORTILLA FACTORY	MASTER SCAN BASED TRADING AGREEMENT
248	HAGGEN, INC.	LAKEHAVEN UTILITY DISTRICT	HAGGEN DISCHARGES SANITARY WASTE IN COMPLIANCE WITH GOVERNMENT REQUIREMENTS
249	HAGGEN, INC.	LDM GROUP, LLC	AGREEMENT GOVERNING HAGGEN'S USAGE OF LDM'S PRODUCT (USED TO COMMUNICATE INFORMATION FROM PHARMACEUTICAL OR CONSUMER PACKAGED GOODS MANUFACTURERS TO PATIENTS)

#	Haggen Entity	Contract Counterparty Name	Contract Description
250	HAGGEN, INC.	LEARNSOMETHING INC.	LICENSE FOR LEARNPRO+BASIC LEARNING MANAGEMENT SOFTWARE
251	HAGGEN, INC.	LP SOFTWARE INC.	LP PERFORMS DATAPAGE AND WEB PAGE UPGRADES FOR UPGRADE TO VERSION 6.00 OF LPMS
252	HAGGEN, INC.	LUCA'S EXPRESS, LLC	SPECIALTY PIZZA SERVICE AGT
253	HAGGEN, INC.	LWIN FAMILY CO.	LWIN LEASES SPACE IN HAGGEN GROCERY STORE FOR OPERATING SUSHI/RELATED FOOD PRODUCTS BUSINESS
254	HAGGEN, INC.	LWIN FAMILY CO.	CHANGE TO LENGTH OF CONTRACT RENEWAL AND AMOUNT OF RENT PAID
255	HAGGEN, INC.	MADRONA MEDICAL GROUP, P.S.	LEASE OF RETAIL STOREFRONT IN BELLINGHAM
256	HAGGEN, INC.	MAINLINE INFORMATION SYSTEMS, INC.	MAINLINE PERFORMS QUARTERLY ASSESSMENTS OF ISERIES ENVIRONMENTS BASED ON BUSINESS AND GROWTH REQUIREMENTS
257	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	HAGGEN PURCHASES LANDSCAPING SERVICES
258	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	CONTRACT AMENDS PRICING FOR LANDSCAPING SERVICES AT MULTIPLE HAGGEN LOCATIONS
259	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	HAGGEN PURCHASES LANDSCAPING SERVICES
260	HAGGEN, INC.	MANGOSPRING, INC.	HAGGEN PURCHASES PRIVATE "CLOUD" SPACE WITH CORRESPONDING ENTERPRISE SOFTWARE
261	HAGGEN, INC.	MANTHAM SOFTWARE SERVICES PVT. LTD	MANTHAM SELLS ARC DATA WAREHOUSING SOFTWARE AND ASSISTS HAGGEN IN IMPLEMENTING THE SOFTWARE
262	HAGGEN, INC.	MARKET CENTRE, INC.	HAGGEN PURCHASES NATURAL, ORGANIC, ETHNIC, AND SPECIALTY PRODUCTS FROM MARKET CENTRE
263	HAGGEN, INC.	MARKET CENTRE, INC.	MARKET CENTRE PROVIDES SERVICES PURSUANT TO CREATING SPECIALTY AND ETHNIC PROGRAM
264	HAGGEN OPERATIONS HOLDINGS, LLC	MARKET REFRIGERATION SPECIALISTS, INC.	MARKET PROVIDES REFRIGERATION AND HVAC SERVICES
265	HAGGEN OPCO NORTH, LLC	MARKETOUCH MEDIA, INC.	MARKETOUCH PROVIDES PHARMACY CUSTOMER NOTIFICATION/COMMUNICATION SERVICES
266	HAGGEN, INC.	MARTIN HENRY COFFEE, LLC	AMEND EXISTING LEASE TO ACCOUNT FOR RENT DERIVING FROM ADDITIONAL 150 SQUARE FEET BACKROOM STORAGE SPACE
267	HAGGEN, INC.	MARTIN HENRY COFFEE, LLC	MARTIN HENRY LLC ASSIGNED ITS LEASE WITHIN HAGGEN'S PUYALLUP STORE TO LITTLE-BEAN, INC., DBA FORZA COFFEE COMPANY
268	HAGGEN, INC.	MAXOR NATIONAL PHARMACY SERVICES CORPORATION	HAGGEN ENROLLS IN PRESCRIPTION BENEFIT PLANS WHERE MAXORPLUS SERVES AS PHARMACY BENEFIT MANAGER
269	HAGGEN OPERATIONS HOLDINGS, LLC	MAYFLOWER DISTRIBUTING COMPANY, INC.	MAYFLOWER PROVIDES CYLINDER RENTAL AND HELIUM GAS
270	HAGGEN, INC.	MB DEVELOPMENT	SERVICES TO VERIFY SPECIFIC DETAIL TERMS OF REA BETWEEN HAGGEN AND WALMART STORE LOCATIONS
271	HAGGEN, INC.	MCKESSON CORPORATION	AMEND PRICING MATRIX OF PHARMACEUTICAL AND OTC PRODUCTS PROVIDED BY MCKESSON TO HAGGEN

#	Haggen Entity	Contract Counterparty Name	Contract Description
272	HAGGEN, INC.	MCKESSON CORPORATION	HAGGEN PURCHASES PRESCRIPTION DRUGS AND OTHER MERCHANDISE FROM MCKESSON
273	HAGGEN, INC.	MEDCO HEALTH SOLUTIONS INC.	HAGGEN PARTICIPATES IN MEDCO PHARMACY NETWORK SPECIALTY DRUG PRODUCTS PROGRAM
274	HAGGEN, INC.	MEDICAL MATRIX LLP	HAGGEN PARTICIPATES IN MATRIX PHARMACY COLLECTIVE PROVIDING ENTITLEMENT BENEFITS
275	HAGGEN, INC.	MEDICAL SECURITY CARD COMPANY	HAGGEN PARTICIPATES IN MSC PHARMACY NETWORK PROVIDING PROGRAM SERVICES
276	HAGGEN, INC.	MEDICATION PATHFINDER NETWORK, LLC	HAGGEN PARTICIPATES IN MEDICATION THERAPY MANAGEMENT NETWORK
277	HAGGEN, INC.	MEDIMPACT HEALTH CARE SYSTEMS, INC.	HAGGEN PARTICIPATES IN MEDICARE PHAMACY NETWORK
278	HAGGEN, INC.	MEDTRAK SERVICES LLC	HAGGEN PARTICIPATES IN MEDIMPACT PHAMACY NETWORK
279	HAGGEN, INC.	MEMBER HEALTH INC.	HAGGEN AND MEMBER HEALTH PHARMACY NETWORK PARTICIPATE IN MEDICARE PART D PHARMACY BENEFITS
280	HAGGEN, INC.	MEMBER HEALTH INC.	MEDICARE PART D
281	HAGGEN, INC.	MERCURYS COFFEE CO.	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE)
282	HAGGEN, INC.	MERCURYS COFFEE CO.	AMEND EXISTING LEASE TO CHANGE LEASE COMMENCEMENT DATE AND OTHER DETAILS
283	HAGGEN, INC.	MERCURYS MADNESS INC.	INTERIOR STORE LEASE AGREEMENT - 17641 GARDEN WAY NE
284	HAGGEN, INC.	MICHAEL GOLDFARB ENTERPRISES, LLC	LINE OF CREDIT INSTRUMENT, TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS/FIXTURE FILINGS
285	HAGGEN, INC.	MICROSOFT LICENSING, GP	ADD MICROSOFT ENTERPRISE SOFTWARE TO LICENSE AGREEMENT
286	HAGGEN, INC.	MONEYGRAM PAYMENT SERVICES	MASTER TRUST AGREEMENT
287	HAGGEN, INC.	MTXEPS, INC.	LICENSE FOR LISTED SOFTWARE
288	HAGGEN, INC.	MUZAK LLC	CONTRACT FOR MUSIC IN STORES
289	HAGGEN, INC.	NATIONAL HEALTH INFORMATION NETWORK, INC.	SOFTWARE SUPPORT AGREEMENT
290	HAGGEN, INC.	NATIONAL MEDICAL HEALTH CARD SYSTEMS, INC.	PARTICIPATING PHARMACY AGREEMENT
291	HAGGEN OPCO NORTH, LLC	NCR	MASTER AGREEMENT FOR TERMS OF PURCHASE FROM NCR
292	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENT CHANGING FEE FOR ELECTRONIC DELIVERY
293	HAGGEN, INC.	NDC HEALTH CORPORATION	UPDATE ORIGINAL SERVICE CONTRCT
294	HAGGEN, INC.	NDC HEALTH CORPORATION	EXCLUSIVITY AGREEMENT AND UPDATES CHARGES
295	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENTS TO SERVICE CONTRACT
296	HAGGEN, INC.	NDC HEALTH CORPORATION	ELECTRONIC PRESCRIPTION SERVICE AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
297	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENT TO SERVICE AGREEMENT
298	HAGGEN, INC.	NDC HEALTH CORPORATION	SOFTWARE LICENSE
299	HAGGEN, INC.	NDC HEALTH CORPORATION	NETWORK DATA DELIVERY AMENDMENT
300	HAGGEN, INC.	NDC HEALTH CORPORATION	SOFTWARE LICENSE FOR CS-90
301	HAGGEN, INC.	NETCARD SYSTEMS	PHARMACY NETWORK PARTICIPATION AGREEMENT
302	HAGGEN, INC.	NETWORK COMPUTING ARCHITECTS, INC.	SUPPORT FOR SHORETEL IP VOICE SYSTEM
303	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT TO IMPLEMENT WAVELINK SERVER
304	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR WEB SERVER DECOMMISSIONING
305	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR RETALIX SERVER IMPLEMENTATION
306	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR CS 90+ UPGRADE PROJECT
307	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR AT&T ROUTER REPLACEMENT
308	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR VMWARE ESXI HOST #5
309	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	PROFESSIONAL SERVICES CONTRACT
310	HAGGEN, INC.	NIelsen COMPANY LLC	DISCLOSURE AUTHORIZATION
311	HAGGEN, INC.	NITRO PDF PTY, INC.	SOFTWARE PURCHASE AND LICENSE
312	HAGGEN, INC.	NORTHWEST DELIVERY SYSTEMS, INC.	TRANSPORTATION OF GOODS AND MERCHANDISE
313	HAGGEN, INC.	NORTHWEST FOOD AND WINE FESTIVAL	SPONSORSHIP OF FOOD AND WINE FESTIVAL
314	HAGGEN, INC.	NORTHWESTERN FOOD MERCHANTS, INC.	SHOPPING CART RETRIEVAL SERVICES AGREEMENT
315	HAGGEN, INC.	NUMARA SOFTWARE	PREMIUM SOFTWARE MAINTENCE
316	HAGGEN, INC.	NW CARDCO	SCAN BASED TRADING SOFTWARE SOLUTION
317	HAGGEN, INC.	NW NATURAL	UTILITY CONTRACT
318	HAGGEN, INC.	NWCR	AGREEMENT FOR SHOPPING CART RETRIEVAL
319	HAGGEN, INC.	OAG INTERNATIONAL, LLC	AGREEMENT FOR SERVICES RELATED TO THE IMPLEMENTATION OF MICROSOFT DYNAMICS GP2013
320	HAGGEN, INC.	ON-HOLD CONCEPTS, INC.	MONTHLY MUSIC SERVICES AGREEMENT
321	HAGGEN OPCO NORTH, LLC	OREGON BEVERAGE RECYCLING COOPERATIVE	REDEMPTION CENTER PARTICIPATION AGREEMENT
322	HAGGEN, INC.	ORION TECHNOLOGY SERVICES LLC	CONSULTING SERVICE AGREEMENT
323	HAGGEN, INC.	OUTCOMES PHARMACEUTICALS HEALTH CARE, L.C.	NETWORK PARTICIPATION AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
324	HAGGEN OPERATIONS HOLDINGS, LLC	OUTERWALL INC.	KIOSK INSTALLATION AGREEMENT
325	HAGGEN, INC.	OWENS-ILLINOIS PRESCRIPTION PRODUCTS, INC.	EXTENDS ORIGINAL AGREEMENT AND CHANGES PRICES FOR SUPPLIED PRODUCTS
326	HAGGEN, INC.	PAID PRESCRIPTIONS, L.L.C.	PHARMACY NETWORK FEE SCHEDULE
327	HAGGEN, INC.	PAID PRESCRIPTIONS, L.L.C.	PHARMACY NETWORK AGREEMENT
328	HAGGEN, INC.	PBM PLUS, INC.	PHARMACY NETWORK FEE SCHEDULE
329	HAGGEN, INC.	PBM PLUS, INC.	PHARMACEUTICAL CARE NETWORK AGREEMENT
330	HAGGEN, INC.	PDX, INC.	AMENDMENT TO LICENSE AND SERVICE AGREEMENT
331	HAGGEN, INC.	PDX, INC.	LICENSE AND SERVICE AGREEMENT
332	HAGGEN, INC.	PEACEHEALTH ST. JOSEPH MEDICAL CENTER	PHARMACY SERVICES AGREEMENT
333	HAGGEN OPCO NORTH, LLC	PENSKE LOGISTICS LLC	TRANSPORTATION OF GOODS
334	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 757 HAGGEN DR.
335	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 2601 EAST DIVISION
336	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 1401 12TH STREET
337	HAGGEN, INC.	PEOPLE'S BANK	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
338	HAGGEN, INC.	PHARMACARE MANAGEMENT SERVICES, INC	PHARMACY NETWORK AGREEMENT
339	HAGGEN, INC.	PHARMACEUTICAL CARE NETWORK	PARTICIPATING PHARMACY AGREEMENT
340	HAGGEN, INC.	PHARMACEUTICAL TECHNOLOGIES, INC.	MEDICARE PART D NETWORK AGREEMENT
341	HAGGEN, INC.	PHARMACY BUYING ASSOCIATION, INC.	NETWORK PHARMACY AGREEMENT
342	HAGGEN, INC.	PHARMACY DATA MANAGEMENT	BENEFITDIRECT PHARMACY AGREEMENT WITH HAGGEN, INC.
343	HAGGEN, INC.	PHARMACY PROVIDER SERVICES CORPORATION OF FLORIDA	PARTICIPATING PHARMACY AGREEMENT
344	HAGGEN, INC.	PHARMACY RELIEF NORTHWEST COMPANY	RELIEF PHARMACISTS CONTRACT
345	HAGGEN, INC.	PHARMALECON	RELIEF PHARMACISTS CONTRACT
346	HAGGEN OPCO NORTH, LLC	PIERCE TRANSIT	AGREEMENT FOR SELLING PUBLIC TRANSIT PASSES
347	HAGGEN, INC.	PINCH HIT RX PLLC	RELIEF PHARMACISTS CONTRACT
348	HAGGEN, INC.	PITNEY BOWES, INC.	HARDWARE SERVICE CONTRACT
349	HAGGEN, INC.	PNC MERCHANT SERVICES COMPANY	CREDIT CARD AGREEMENT
350	HAGGEN, INC.	POSITIVE NETWORKS, INC.	PHONE SERVICE AGREEMENT
351	HAGGEN, INC.	POSITIVE NETWORKS, INC.	MONTHLY CELL PHONE SERVICE

#	Haggen Entity	Contract Counterparty Name	Contract Description
352	HAGGEN, INC.	PREMERA BLUE CROSS	GROUP HEALTH INSURANCE CONTRACT
353	HAGGEN, INC.	PRESCIENT APPLIED INTELLIGENCE, INC.	AMENDMENT TO SUPPORT AGREEMENT
354	HAGGEN, INC.	PRESCIENT APPLIED INTELLIGENCE, INC.	VISIBILITY AND ANALYTICS SUBSCRIPTION
355	HAGGEN, INC.	PRIME THERAPUETICS, LLC	PHARMACY PARTICIPATION AGREEMENT
356	HAGGEN, INC.	PRIME THERAPUETICS, LLC	EXHIBITS TO PRIME THERAPUETICS PARTICIPATION AGREEMENT
357	HAGGEN, INC.	PRIME THERAPUETICS, LLC	NEW EXHIBIT C TO PRIME THERAPUETICS PARTICIPATION AGREEMENT
358	HAGGEN, INC.	PRINTSMART	PRINTER RENTAL
359	HAGGEN, INC.	PROCARE PBM	PHARMACY PROVIDER AGREEMENT
360	HAGGEN, INC.	PROFESSIONAL CLAIM SERVICES, INC.	PARTICIPATING PHARMACY AGREEMENT
361	HAGGEN, INC.	PROKARMA, INC.	MASTER SERVICES AGREEMENT
362	HAGGEN, INC.	PROVIDENCE HEALTH PLAN	PRESCRIPTION DRUG SERVICES AGREEMENT
363	HAGGEN, INC.	QUALITY CLEANERS	AGREEMENT - 1406 LAKE TAPPS PKWY.
364	HAGGEN, INC.	QUALITY RELIEF PHARMASISTS INC.	RELIEF PHARMACISTS CONTRACT
365	HAGGEN, INC.	RBS CITIZENS, N.A.	CREDIT CARD PROCESSING AGREEMENT
366	HAGGEN, INC.	RBS CITIZENS, N.A.	GIFT CARD PROCESSING SERVICE
367	HAGGEN, INC.	REBIS, LLC/DBA PROPERTY WORKS	REAL ESTATE PORTFOLIO MANAGEMENT
368	HAGGEN OPERATIONS HOLDINGS, LLC	REDBOX AUTOMATED RETAIL, LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
369	HAGGEN, INC.	REDPRAIRIE CORPORATION	SOFTWARE LICENSE
370	HAGGEN, INC.	REDPRAIRIE CORPORATION	SERVICES TO INSTALL AND INTEGRATE SOFTGROCER SYSTEM
371	HAGGEN, INC.	REGENCE RX, INC.	PARTICIPATING PHARMACY AGREEMENT
372	HAGGEN, INC.	REGENCE RX, INC.	PARTICIPATING PHARMACY AGREEMENT
373	HAGGEN, INC.	REGISTER TAPE ADVERTISING, INC.	RENEWAL OF REGISTER TAPE CONTRACT
374	HAGGEN OPERATIONS HOLDINGS, LLC	REGISTER TAPES UNLIMITED, L. P. (RTU)	AGREEMENT FOR CASH REGISTER TAPE
375	HAGGEN, INC.	RESTAURANT TECHNOLOGIES, INC.	COOKING OIL SUPPLY AND FILTRATION
376	HAGGEN, INC.	RETAIL EXPERT, INC.	SOFTWARE LICENSE
377	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICENSE INVOICE
378	HAGGEN, INC.	RETALIX USA, INC.	RETALIX HQ UPGRADE
379	HAGGEN, INC.	RETALIX USA, INC.	RETALIX HQ RECIEVERS PROJECT
380	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICENSE
381	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICESNE AGREEMENT AND INVOICE
382	HAGGEN, INC.	RETALIX USA, INC.	LICENSE FOR RETAIL HQ SOFTWARE
383	HAGGEN, INC.	RETALIX USA, INC.	ON SITE DISCOVERY OF ADDITIONAL RETALIX HQ MODULES IDENTIFIED FOR MIGRATING

#	Haggen Entity	Contract Counterparty Name	Contract Description
384	HAGGEN, INC.	RIC INTERNATIONAL, INC.	SOFTWARE LICENSE AGREEMENT
385	HAGGEN OPCO NORTH, LLC	RIMMER FAMILY ENTERPRISES, INC.	AGREEMENT - 1675 W. 18TH AVE.
386	HAGGEN OPCO NORTH, LLC	RIO ACQUISITION PARTNERS LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
387	HAGGEN, INC.	RIO ACQUISITION PARTNERS LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
388	HAGGEN, INC.	ROCHE DIAGNOSTICS CORPORATION	MEDICARE PART B TESTING COMPLIANCE AGREEMENT
389	HAGGEN, INC.	RSM MCGLADREY FINANCIAL PROCESS OUTSOURCING, LLC	BOOKKEEPING SERVICES AGREEMENT
390	HAGGEN, INC.	RUAN TRANSPORT CORPORATION	AMENDMENT TO SHIPPING SERVICE CONTRACT
391	HAGGEN, INC.	RUAN TRANSPORT CORPORATION	AMENDMENT TO TRANSPORTATION AGREEMENT
392	HAGGEN, INC.	RUG DOCTOR, INC.	AGREEMENT GOVERNING THE OFFER OF RUG DOCTOR PRODUCTS
393	HAGGEN, INC.	RX OPTIONS, INC.	PARTICIPATING PHARMACY AGREEMENT
394	HAGGEN, INC.	RX REVERSE DISTRIBUTORS, INC.	AGREEMENT TO PROCESS AND RETURN OUTDATED PHARMACEUTICALS
395	HAGGEN, INC.	RXAMERICA	AMENDMENT TO PHARMACY NETWORK AGREEMENT
396	HAGGEN, INC.	RXCARE, INC.	NETWORK PARTICIPATION AGREEMENT
397	HAGGEN, INC.	RXCAREER CENTRE	CAREER SERVICE USER ACCOUNTS
398	HAGGEN, INC.	RXSOLUTIONS, INC.	AMENDS PRESCRIPTION DRUG SERVICES AGREEMENT
399	HAGGEN, INC.	RXSOLUTIONS, INC.	PRESCRIPTION DRUG SERVICES AGREEMENT
400	HAGGEN, INC.	SADA SYSTEMS, INC.	CONTRACT TO PROVIDE TRAINING TO BEGIN USE AND ONGOING SERVICE
401	HAGGEN OPERATIONS HOLDINGS, LLC	SARA ENTERPRISES	TRAVEL AGENT AGREEMENT
402	HAGGEN, INC.	SCRIPTPRO USA, INC.	PURCHASE OF ROBOTIC PRESCRIPTION DISPENSERS
403	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
404	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
405	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
406	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	SPACE FOR ATM
407	HAGGEN, INC.	SEATTLE PHARMACY RELIEF, PLLC	RELIEF PHARMACISTS CONTRACT
408	HAGGEN, INC.	SERVICE PAPER COMPANY	MASTER DISTRIBUTION AGREEMENT
409	HAGGEN, INC.	SHIFTBOARD, INC.	ONLINE SCHEDULING SOFTWARE AGREEMENT
410	HAGGEN, INC.	SHORELINE BANK	LEASE FOR BANK IN STORE
411	HAGGEN, INC.	SHORELINE BANK	RENT ADJUSTMENT FOR BANK
412	HAGGEN, INC.	SIERRA HEALTH AND LIFE INSURANCE CO., INC.	PHARMACY SERVICES AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
413	HAGGEN, INC.	SIGNATURE GRAPHICS, INC.	AMENDMENT TO PRINTING AGREEMENT
414	HAGGEN, INC.	SINGLE SOURCE TRANSPORTATION CO.	TRANSPORTATION SERVICES CONTRACT
415	HAGGEN, INC.	SMITHKILNE BEECHAM CORPORATION	AGREEMENT TO DISTRIBUTE "VENTOLIN HFA"
416	HAGGEN, INC.	SOFTECHNIES, INC.	IMPLEMENTATION OF SOFTGROCER PERPETUAL INVENTORY
417	HAGGEN OPERATIONS HOLDINGS, LLC	SOLIS LIGHTING AND ELECTRICAL SERVICES	IN STORE LIGHTING SERVICE
418	HAGGEN, INC.	SOLUTRAN, INC.	CHANGES PRICE TERMS AND RENEWS FOR 1 YEAR
419	HAGGEN, INC.	SOLUTRAN, INC.	AGREEMENT TO PROCESS PAYMENT CLEARING
420	HAGGEN, INC.	SOUND INTERNET SERVICES, INC.	INTERNET SERVICE
421	HAGGEN, INC.	SOUND RECYCLING SERVICES, INC.	AGREEMENT FOR COLLECTION, SECURITY AND SHREDDING OF SENSITIVE DOCUMENTS
422	HAGGEN, INC.	SPECIAL INTEREST GROUP FOR IIAS STANDARDS	MEMBERSHIP AGREEMENT
423	HAGGEN, INC.	SPINS, INC.	AGREEMENT FOR HAGGAN TO PROVIDE SPECIFIED INFORMATION ON A WEEKLY BASIS
424	HAGGEN, INC.	SPRAGUE PEST SOLUTIONS	PROVIDE MONTHLY EXTERMINATOR SERVICES
425	HAGGEN, INC.	SPS COMMERCE, INC.	CONTRACT TO ESTABLISH A CONNECT FOR THE TRANSFER AND STORAGE OF ELECTRONIC FILES
426	HAGGEN, INC.	STANDARD REGISTER	SOFTWARE SUPPORT RENEWAL
427	HAGGEN, INC.	STANDARD REGISTER	RENEWAL FOR SUPPORT SERVICES FOR LINKUP SOFTWARE
428	HAGGEN, INC.	STARBUCKS	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE)
429	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2814 MERIDIAN ST.
430	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 1313 COOPER PT. RD.
431	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2900 WOBURN ST.
432	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 26603 72ND AVE. N.W.
433	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 1815 MAIN ST.
434	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2601 EAST DIVISION
435	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 8915 MARKET PL. NE STE. 100
436	HAGGEN OPERATIONS HOLDINGS, LLC	STARBUCKS CORPORATION	MASTER LICENSE AGREEMENT W/ STARBUCKS
437	HAGGEN, INC.	STATE OF OREGON, HEALTH PLAN POLICY AND RESEARCH	OREGON PRESCRIPTION DRUG PROGRAM

#	Haggen Entity	Contract Counterparty Name	Contract Description
438	HAGGEN, INC.	STATE OF OREGON, PRESCRIPTION DRUG PROGRAM	PHARMACY NETWORK AGREEMENT
439	HAGGEN OPERATIONS HOLDINGS, LLC	STERICYCLE	WASTE SERVICE CONTRACT
440	HAGGEN, INC.	STERICYCLE	WASTE SERVICE CONTRACT
441	HAGGEN OPERATIONS HOLDINGS, LLC	STERILOX FRESH	SERVICE CONTRACT FOR STERILOX UNITS IN HAGGEN STORES
442	HAGGEN, INC.	STEWART'S FOOD, INC.	THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT OLYMPIC GATEWAY SHOPPING CENTER, ABERDEEN, WASHINGTON
443	HAGGEN, INC.	STORENEXT	SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
444	HAGGEN, INC.	STYLESCIENCE EYEWEAR	STYLESCIENCE EXCLUSIVE EYEWEAR AGREEMENT
445	HAGGEN OPCO NORTH, LLC	SUPERVALU	SERVICES CONTRACT FOR ENERGY AND FACILITIES SERVICE
446	HAGGEN, INC.	SUPERVALU	SUPPLY AGREEMENT
447	HAGGEN, INC.	SUPERVALU	BUILDING LEASE FOR LACEY, WA LOCATION
448	HAGGEN, INC.	SUPERVALU	ASSIGNMENT AND ASSUMPTION OF LEASE IN SHORELINE, WA
449	HAGGEN OPCO NORTH, LLC	SUPERVALU	TRANSITION SERVICES AGREEMENT
450	HAGGEN, INC.	SXC HEALTH SOLUTIONS, INC.	PROVIDER AGREEMENT FOR PHARMACY BENEFIT MANAGEMENT SERVICES
451	HAGGEN, INC.	SYMPHONY INFOSPACE PVT LTD.	SERVICES CONTRACT FOR DEVELOPMENT OF A COMPUTER SYSTEM
452	HAGGEN, INC.	SYNERGY ENERGY HOLDINGS, LLC	ENERGY SERVICES LETTER AGREEMENT
453	HAGGEN, INC.	SYSTEMED PHARMACY	PHARMACY PRICING SCHEDULE CONTRACT
454	HAGGEN OPERATIONS HOLDINGS, LLC	T MOBILE	LICENSE AGREEMENT - DATED 11/21/1995 - PLUS AMENDMENTS
455	HAGGEN, INC.	T&L NURSERY, INC.	CONSIGNMENT SALES AGREEMENT
456	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE ARLINGTON
457	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE EDMONDS
458	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE KENT
459	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SEHOME
460	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SHORELINE
461	HAGGEN, INC.	T.C. GLOBAL INC.	FIRST AMENDMENT TO INTERIOR STORE LEASE, SEHOME
462	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SEHOME
463	HAGGEN, INC.	TABLEAU SOFTWARE INC.	SOFTWARE LICENSE SALES AGREEMENT
464	HAGGEN, INC.	TAHOMA SOL COFFEE CORPORATION	INTERIOR STORE LEASE AUBURN
465	HAGGEN, INC.	TANASACRES NURSERY	CONSIGNMENT SALES AGREEMENT
466	HAGGEN, INC.	TDI MANAGED CARE SERVICES INC.	PRESCRIPTION DRUG DISCOUNT CARD PROGRAM AGREEMENT
467	HAGGEN, INC.	TDI MANAGED CARE SERVICES INC.	PHARMACY SERVICES AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
468	HAGGEN, INC.	TELEMANAGER TECHNOLOGIES, INC.	END-USER TERM LICENSE AND SUPPORT AGREEMENT
469	HAGGEN, INC.	TERADATA	DEVELOPMENT SERVICES FOR POS SYSTEM
470	HAGGEN, INC.	TERADATA	MASTER SOLUTIONS AGREEMENT
471	HAGGEN, INC.	TERRAVIDA COFFEE LLC	LIMITED LIABILITY COMPANY AGREEMENT (FORMATION)
472	HAGGEN, INC.	THE CBORD GROUP, INC.	DIET MANAGEMENT SYSTEM AND SOFTWARE PURCHASE, SUPPORT
473	HAGGEN, INC.	THE FEAREY GROUP	PUBLIC RELATIONS AGREEMENT
474	HAGGEN, INC.	THE FOOD PARTNERS LLC	FINANCIAL ADVISORY SERVICES AGREEMENT
475	HAGGEN, INC.	THE MCKENZIE GROUP, INC.	AGREEMENT FOR AUDITING SERVICES
476	HAGGEN, INC.	THE NOBLECAUSE, LLC DBA FORZA COFFEE	RENT REDUCTION AGREEMENT
477	HAGGEN, INC.	THE PEGGS COMPANY, INC.	PROFESSIONAL SERVICE AGREEMENT FOR SHOPPING CART MAINTENANCE
478	HAGGEN, INC.	THE SHRED STOP, LLC	COMMERCIAL LEASE - 8515 S.W. TUALATIN SHERWOOD RD.
479	HAGGEN, INC.	THE ULTIMATE SOFTWARE GROUP, INC.	INTERSOURCING SERVICE MODEL AGREEMENT
480	HAGGEN, INC.	THE WOODS COFFEE	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
481	HAGGEN, INC.	THE WOODS COFFEE	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
482	HAGGEN, INC.	THERAPEUTIC RESEARCH CENTER	EXTENSION OF SUBSCRIPTION TO PHARMACY INFORMATION DATABASE
483	HAGGEN, INC.	TIGER, INC.	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
484	HAGGEN, INC.	TIM MATTHEWS	MONTH-TO-MONTH RESIDENTIAL LEASE
485	HAGGEN, INC.	TMESYS, INC.	PHARMACY AGREEMENT FOR ONLINE VERIFICATION SYSTEM
486	HAGGEN, INC.	TOLT SOLUTION, INC.	IT SYSTEMS SERVICES CONTRACT
487	HAGGEN, INC.	TOP BEAN, INC.	INTERIOR STORE LEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
488	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
489	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
490	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	PRODUCT AGREEMENT (UNEXECUTED, EXCEL FILE)
491	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	AMENDED API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
492	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	ADMINISTRATIVE SERVICES AGREEMENT
493	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	LETTER OF COMMITMENT TO PARTICIPATE IN API SERVICES
494	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	TOPCO ASSOCIATES LLC INTERCHANGE PROGRAM
495	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	AMENDED API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
496	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	LETTER AGREEMENT FOR EX-PIC PROGRAM

#	Haggen Entity	Contract Counterparty Name	Contract Description
497	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	MEMBER PARTICIPATION AGREEMENT
498	HAGGEN, INC.	TOTAL CLEANING SOLUTIONS, INC.	SERVICE AGREEMENT (JANITORIAL)
499	HAGGEN, INC.	TRANSFORMATIVE WAVE TECHNOLOGIES	SETTLEMENT AGREEMENT AND RELEASE
500	HAGGEN, INC.	TRANSPORTATION CORRIDOR AGENCIES	RETAIL MARKETING AGREEMENT
501	HAGGEN, INC.	TRI STATE DISTRIBUTION	PRESCRIPTION PACKAGING AGREEMENT
502	HAGGEN OPCO NORTH, LLC	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON	CONTRACT FOR SALES OF TICKETS AND PASSES
503	HAGGEN, INC.	TRIPLE B (CHARLIE'S PRODUCE)	SUPPLY AGREEMENT
504	HAGGEN, INC.	TRIPLE B (CHARLIE'S PRODUCE)	LEASE RE: 3800 FIRST AVE. SOUTH
505	HAGGEN, INC.	TRUSTWAVE HOLDINGS, INC.	COMPLIANCE SERVICES VALIDATION AGREEMENT EXTENSION
506	HAGGEN, INC.	TRUSTWAVE HOLDINGS, INC.	COMPLIANCE SERVICES VALIDATION AGREEMENT
507	HAGGEN, INC.	TULLY'S COFFEE	IN-STORE LEASE RENEWALS SEHOME, EDMONDS, SHORELINE
508	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 14300 S W BARROWS RD.
509	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 8611 STEILACOOM BLVD SW
510	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 3520 PACIFIC AVE. SE
511	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 3075 HILYARD ST.
512	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 16199 BOONES FERRY RD.
513	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 1800 N.E. 3RD STREET
514	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 17520 SR 9 SOUTHEAST
515	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 450 N. WILBUR AVE.
516	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 1128 N. MILLER
517	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 17171 BOTHELL WAY N.E.
518	HAGGEN	U.S. BANK	LICENSE AGT 1690 ALLEN CREEK ROAD GRANT'S PASS
519	HAGGEN OPCO NORTH, LLC	U.S. BANK	IN-STORE AGREEMENT - 1675 W. 18TH AVE.
520	HAGGEN, INC.	U.S. BANK OF WASHINGTON	IN-STORE LICENSE AGREEMENT TACOMA, WA STORE 41
521	HAGGEN, INC.	ULTIMATE SOFTWARE GROUP	SUPPLEMENT TO INTERSOURCING SERVICE MODEL AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
522	HAGGEN, INC.	UNATA, INC.	AGREEMENT FOR UNATA TO PROVIDE CLOUD BASED SOLUTIONS
523	HAGGEN, INC.	UNIFIED GROCERS, INC.	SUPPLY AGREEMENT
524	HAGGEN, INC.	UNIFIED GROCERS, INC.	SUPPLY AGREEMENT
525	HAGGEN, INC.	UNIFIED GROCERS, INC.	INTERACTIVE ORDERING SYSTEM/ULINKPLUS EQUIPMENT AND SOFTWARE RENTAL AGREEMENT
526	HAGGEN, INC.	UNIFIED GROCERS, INC.	FIRST AMENDMENT TO SUPPLY AGREEMENT
527	HAGGEN, INC.	UNIFIED GROCERS, INC.	PLEDGE AND SECURITY AGREEMENT
528	HAGGEN, INC.	UNIFIED GROCERS, INC.	FINANCIAL STATEMENT RIDER
529	HAGGEN, INC.	UNITED NATURAL FOODS, INC.	DISTRIBUTION AGREEMENT
530	HAGGEN, INC.	UNITED NATURAL FOODS, INC.	DISTRIBUTION AGREEMENT
531	HAGGEN, INC.	UNITED PROVIDER SERVICES, INC.	PHARMACY PROVIDER AGREEMENT
532	HAGGEN, INC.	UNITED STATES BAKERY	SCAN-BASED TRADING AGREEMENT: RETAILER SOURCED (CONSIGNMENT SALES)
533	HAGGEN, INC.	UNITED STATES NUTRITION	PRIMARY SUPPLIER AGREEMENT - DATED 4/1/2011
534	HAGGEN, INC.	UNIVERSAL RX	PHARMACY PROVIDER AGREEMENT
535	HAGGEN, INC.	URBAN TIMBER COFFEE, LLC	INTERIOR STORE LEASE AUBURN
536	HAGGEN, INC.	URBAN TIMBER COFFEE, LLC	INTERIOR STORE LEASE BELLEVUE
537	HAGGEN, INC.	VALASSIS DIRECT MAIL, INC.	VALASSIS DIRECT MAIL, INC. MULTI-YEAR AGREEMENT
538	HAGGEN OPERATIONS HOLDINGS, LLC	VALUELINK, LLC	GIFT CARD POCESSING AGREEMENT
539	HAGGEN, INC.	VALUERX PHARMACY PROGRAM, INC.	VALUE PHARMACY PROGRAM, INC. PARTICIPATION AGREEMENT
540	HAGGEN OPERATIONS HOLDINGS, LLC	VERISAE, INC.	MASTER SUPSCRIPTION AND SERVICES AGREEMENT
541	HAGGEN, INC.	VISION PLUS	IN-STORE LEASE RENT REDUCTION AGREEMENT MOUNT VERNON, WA
542	HAGGEN, INC.	VISIONARY COMMUNICATIONS, INC.	MAMMOTH NETWORKS SERVICES AGREEMENT
543	HAGGEN, INC.	WALGREENS HEALTH INITIATIVES, INC.	MEDICARE PART D PRESCRIPTION DRUG AMENDMENT TO PHARMACY NETWORK AGREEMENT
544	HAGGEN, INC.	WANDERING WIFI	WIRELESS INTERNET MASTER SERVICES AGREEMENT
545	HAGGEN, INC.	WASHINGTON LOTTERY	LOTTERY AGREEMENTS
546	HAGGEN, INC.	WASHINGTON STATE UNIVERSITY SPOKANE	WASHINGTON STATE UNIVERSITY STUDENT AFFILIATION AGREEMENT
547	HAGGEN, INC.	WELLPARTNER, INC.	BUSINESS AGREEMENT TO MAKE PRE-EXISTING CONTRACT UP-TO-DATE WITH HIPPA LAWS
548	HAGGEN, INC.	WELLS FARGO BANK	LEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
549	HAGGEN, INC.	WESTAR PROPERTIES NW, LLC	COMMERCIAL REAL ESTATE LEASE AGREEMENT ARLINGTON, WA

#	Haggen Entity	Contract Counterparty Name	Contract Description
550	HAGGEN, INC.	WHATCOM COUNTY	STRATEGIC NATIONAL STICKPILE ANTIVIRAL DISPENSING MEDICATION MEMORANDUM AGREEMENT
551	HAGGEN, INC.	WHISTLER BLACKCOMB	LIFT TICKET SALES AGREEMENT
552	HAGGEN, INC.	WHP HEALTH INITIATIVES, INC.	FIRST AMENDMENT TO PHARMACY NETWORK AGREEMENT
553	HAGGEN, INC.	WISE-RX, LTD.	RETAIL PHARMACY SERVICES AGREEMENT
554	HAGGEN, INC.	ZAW FOOD & BEVERAGE WA LLC	ZAW SPECIALTY PIZZA SERVICE AGREEMENT FOR PREMISES IN WOODINVILLE AND SNOHOMISH, WA

EXHIBIT D
TO
SALE ORDER

Form of Uncontested Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
)	
HAGGEN HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 15-11874 (KG)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Ref. Dkt. Nos. 1207, 1612, [•]

ASSUMPTION AND ASSIGNMENT NOTICE
(Uncontested Cure Costs)

PLEASE TAKE NOTICE that, on [•], 2016, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving the Asset Purchase Agreement; (II) Approving Sale of Certain Assets of Debtors Haggen Opco North, LLC, Haggen, Inc. and Haggen Operations Holdings, LLC Pursuant to Section 363 of the Bankruptcy Code Free and Clear of All Liens, Claims, Interests, and Encumbrances; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code; (IV) Authorizing the Debtors to Consummate Transactions Related to the Above; and (V) Granting Other Relief* [Docket No. •] (the "Sale Order"),² authorizing, among other things, the sale of the Assets by Haggen Opco North, LLC, Haggen, Inc., and Haggen Operations Holdings, LLC ("Sellers") to Albertson's LLC ("Buyer") and establishing certain procedures for the Debtors' assumption and assignment of the executory contracts and unexpired leases of nonresidential real property (a) identified on Exhibit F attached to the Sale Order, or (b) identified on Exhibit G attached to the Sale Order for which any Cure Objection (as defined below) has been resolved.

PLEASE TAKE FURTHER NOTICE that, on January 12, 2016, Sellers filed the *Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 1207] (the "Initial Cure Notice") and, on March 18, 2016, the *Supplemental Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 1612] (the "Supplemental Cure Notice") and together with the Initial Cure Notice, the "Cure Notices"), pursuant to which Sellers identified, based on Sellers' books and records, the dollar amount, if any, that is necessary to be paid to cure all defaults, if any, under the executory contracts and unexpired leases included therein (collectively, the "Cure Costs").

¹ The debtors (the "Debtors") in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Haggen Holdings, LLC (7558), Haggen Operations Holdings, LLC (6341), Haggen Opco South, LLC (7257), Haggen Opco North, LLC (5028), Haggen Acquisition, LLC (7687), and Haggen, Inc. (4583). The mailing address for each of the Debtors is 2211 Rimland Drive, Bellingham, WA 98226.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Order.

PLEASE TAKE FURTHER NOTICE that contract counterparties to Sellers' executory contracts and unexpired leases identified on the Cure Notices were required to file objections (each, a "Cure Objection"), if any, to the Cure Costs by no later than January 29, 2016 at 5:00 p.m. (ET) (with respect to executory contracts and unexpired leases set forth on the Initial Cure Notice) and March 28, 2016 at 12:00 Noon (ET) (with respect to executory contracts and unexpired leases set forth on the Supplemental Cure Notice).

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order, Buyer has directed Sellers to assume and assign to Buyer the contracts set forth on Schedule I hereto (collectively, the "Contracts") and no Cure Objections were timely filed, or remain unresolved, with respect to the Contracts.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Order, and upon filing this Notice on the Court's docket, and without further order of the Court:

- 1) each Contract is hereby treated as an Assumed Contract under the Sale Order;
- 2) each Contract is hereby assumed by Sellers and assigned to Buyer;
- 3) the applicable Cure Cost for each Contract is hereby fixed at the amount set forth on Schedule I attached hereto, as initially set forth in the Initial Cure Notice or the Supplemental Cure Notice or by agreement of the parties (as applicable), and the applicable contract counterparty to such Contract is forever bound by such Cure Cost;
- 4) the Contracts are hereby assigned to Buyer free and clear of all Interests or Claims and all requirements of Bankruptcy Code sections 365(b) and 365(f) with respect thereto are satisfied, and
- 5) Buyer's obligation to reimburse Sellers under the Designation Rights Budget for the Contracts in accordance with the terms of Section 1.8 of the Asset Purchase Agreement is hereby terminated.

PLEASE TAKE FURTHER NOTICE that each Contract will be assigned to, and remain in full force and effect for the benefit of, Buyer in accordance with its respective terms, notwithstanding any provision in such Contract that prohibits, restricts or conditions such assignment or transfer, or requires any counterparty to consent to assignment. Please refer to the Sale Order for further provisions with respect to Assumed Contracts for additional detail.

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order and sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers shall pay to the applicable contract counterparty the Cure Cost relating to each Contract within five (5) business days after the filing of this Notice. Upon payment of such Cure Costs as provided for herein, the applicable contract

counterparty is hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for Cure Costs.

Dated: [•], 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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*COUNSEL TO THE DEBTORS
AND DEBTORS-IN-POSSESSION*

Schedule I
Contracts and Cure Costs

Counter-Party Name and Address	General Description of Contract	Cure Cost

EXHIBIT E
TO
SALE ORDER

Form of Contested Assumption Notice

PLEASE TAKE FURTHER NOTICE that contract counterparties to Sellers' executory contracts and unexpired leases identified on the Cure Notices were required to file objections (each, a "Cure Objection"), if any, to the Cure Costs by no later than January 29, 2016 at 5:00 p.m. (ET) (with respect to executory contracts and unexpired leases set forth on the Initial Cure Notice) and March 28, 2016 at 12:00 Noon (ET) (with respect to executory contracts and unexpired leases set forth on the Supplemental Cure Notice).

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order, Buyer has directed Sellers to assume and assign to Buyer the contracts set forth on Schedule I hereto (collectively, the "Contracts").

PLEASE TAKE FURTHER NOTICE that the Cure Costs for such Contracts are subject to unresolved Cure Objections.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek entry of the proposed form of order (attached hereto) ("Proposed Order") resolving the Cure Objections for the Contracts on Schedule I hereto at a hearing to be held before the Honorable Judge Kevin Gross, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Sixth (6th) Floor, Courtroom #3, Wilmington, Delaware 19801 (the "Hearing") on [•], 2016 at [•] (ET).

PLEASE TAKE FURTHER NOTICE that if a counterparty to a Contract fails to appear at the Hearing to prosecute its Cure Objection, then (i) the form of Proposed Order shall be entered; (ii) the Cure Cost for such Contract shall be fixed in the amount, as determined by the Debtors' books and records and as set forth in the applicable Cure Notice and restated in Schedule I hereto, and the counterparty to such Contract shall be deemed to have withdrawn its Cure Objection and to have consented to the applicable Cure Cost asserted by the Debtors; and (iii) the counterparty to such Contract shall be forever barred from objecting to the applicable Cure Cost and from asserting any additional cure or other amounts with respect to such Contract.

Dated: [•], 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Matthew B. Lunn (No. 4119)
Robert F. Poppiti, Jr. (No. 5052)
Ian J. Bambrick (No. 5455)
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*COUNSEL TO THE DEBTORS
AND DEBTORS-IN-POSSESSION*

Schedule I
Contracts and Cure Costs

Counterparty Name and Address	General Description of Contract	Debtors' Asserted Cure Cost	Counterparty's Asserted Cure Cost

Schedule II

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
HAGGEN HOLDINGS, LLC, <i>et al.</i> , ³	)	Case No. 15-11874 (KG)
Debtors.	)	(Jointly Administered)
	)	Ref. Dkt. No. [•]

**PROPOSED ORDER PURSUANT TO SECTIONS 105, 363 AND 365 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, 6006 AND 9014,
APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE CONTRACTS**

Pursuant to the *Order (I) Approving the Asset Purchase Agreement; (II) Approving Sale of Certain Assets of Debtors Hagggen Opco North, LLC, Hagggen, Inc. and Hagggen Operations Holdings, LLC Pursuant to Section 363 of the Bankruptcy Code Free and Clear of All Liens, Claims, Interests, and Encumbrances; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code; (IV) Authorizing the Debtors to Consummate Transactions Related to the Above; and (V) Granting Other Relief* [Docket No. ___] (the "Sale Order"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed and served a Contested Assumption Notice⁴ in accordance with the Sale Order; and all parties in interest having been heard, or having had the opportunity to be heard, and due and proper notice of the Sale Order and

³ The debtors (the "Debtors") in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hagggen Holdings, LLC (7558), Hagggen Operations Holdings, LLC (6341), Hagggen Opco South, LLC (7257), Hagggen Opco North, LLC (5028), Hagggen Acquisition, LLC (7687), and Hagggen, Inc. (4583). The mailing address for each of the Debtors is 2211 Rimland Drive, Bellingham, WA 98226.

⁴ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Order.

Contested Assumption Notice having been provided, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

NOW, IT IS HEREBY ORDERED THAT:

1. The contracts listed on Exhibit A attached hereto (collectively, the "Contracts") are hereby classified as Assumed Contracts under the Sale Order and are hereby assumed by Sellers and assigned to Buyer.

2. The applicable cure costs for the Contracts are hereby fixed at the amounts set forth on Exhibit A attached hereto (collectively, the "Cure Costs"), and the contract counterparties to such Contracts are forever bound by such Cure Costs.

3. The Contracts are hereby assigned to Buyer free and clear of all Interests or Claims and all requirements of Bankruptcy Code sections 365(b) and 365(f) with respect thereto are satisfied.

4. The Contracts shall be assigned to, and remain in full force and effect for the benefit of, Buyer in accordance with its respective terms, notwithstanding any provision in such Contracts that prohibits, restricts or conditions such assignment or transfer, or requires any counterparty to consent to assignment.

5. Pursuant to the Sale Order and sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers shall pay to the applicable counterparties to the Contracts the Cure Costs relating to the Contracts within five (5) business days after the entry of this Order, and upon payment of such Cure Costs as provided for herein, the applicable contract counterparty is hereby enjoined from taking any action against Buyer or the Assets with respect to any claim for Cure Costs.

6. Buyer's obligation to reimburse Sellers under the Designation Rights Budget for the Contracts in accordance with the terms of Section 1.8 of the Asset Purchase Agreement is hereby terminated.

7. The Debtors are authorized to take any action necessary to implement the terms of this Order without further order from this Court.

8. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: [•], 2016
Wilmington, Delaware

The Honorable Kevin Gross
United States Bankruptcy Judge

Exhibit A

Counter-Party Name and Address	General Description of Contract	Cure Cost

EXHIBIT F
TO
SALE ORDER

Designation Rights Contracts Not Subject to Cure Objection

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
1.	HAGGEN, INC.	4D PHARMACY MANAGEMENT SYSTEMS, INC.	4D PHARMACY NETWORK PROVIDER CONTRACT DATED JUNE 2, 2009
2.	HAGGEN, INC.	A.M. WIGHTON & SON, D/B/A A&J REFRIGERATION	SERVICES AGREEMENT FOR HVAC
3.	HAGGEN, INC.	ACCELITEC, INC.	MASTER AGREEMENT BETWEEN HAGGEN, INC. AND ACCELITEC, INC. DATED MARCH 11, 2008
4.	HAGGEN, INC.	ACCELITEC, INC.	PRODUCT INSTALLATION AGREEMENT
5.	HAGGEN, INC.	ACCELITEC, INC.	SOFTWARE LICENSING AGREEMENT
6.	HAGGEN, INC.	ACCENT INTERMEDIA, LLC	HAGGEN B2B IMPLEMENTATION WEBSITE AND FULFILLMENT SERVICES
7.	HAGGEN OPCO SOUTH, LLC	ACCUTHERM REFRIGERATION, INC.	ACCUTHERM REFRIGERATION SERVICES AGREEMENT
8.	HAGGEN, INC.	ACH FOOD COMPANIES, INC.	SUPPLY AGREEMENT BETWEEN HAGGEN, INC. AND ACH FOOD COMPANIES, INC. DATED OCTOBER 14, 2010
9.	HAGGEN, INC.	ACTION CLEANING SERVICES	CLEANING SERVICE AGREEMENT BETWEEN HAGGEN, INC. AND ACTION CLEANING SERVICES
10.	HAGGEN OPCO NORTH, LLC	ADVANCED FRESH CONCEPTS FRANCHISE CORP.	SUSHI SERVICE AGREEMENT BETWEEN HAGGEN AND ADVANCED FRESH CONCEPTS CORP.
11.	HAGGEN, INC.	ADVANCED HEALTH SYSTEMS	ADDENDUM A TO ADVANCED HEALTH SYSTEMS COMMUNITY PLUS NETWORK AGREEMENT
12.	HAGGEN, INC.	ADVISORY FINANCIAL GROUP	AGREEMENT FOR ACCOUNTING AND FINANCIAL SERVICES
13.	HAGGEN, INC.	ADVO, INC.	MULTI-YEAR ADVERTISING CONTRACT
14.	HAGGEN, INC.	AGELITY, INC.	ADDENDUM TO PHARMACY AGREEMENT
15.	HAGGEN OPCO NORTH, LLC	ALASKA USA FEDERAL CREDIT UNION	LICENSE AGREEMENT - 31565 SR20 OAK HARBOR
16.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
17.	HAGGEN OPCO NORTH, LLC	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 31565 SR 20 #1
18.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 1313 COOPER PT. RD.
19.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
20.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 201 37TH AVE. S.E.
21.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
22.	HAGGEN, INC.	ALASKA USA FEDERAL CREDIT UNION	INTERIOR STORE LEASE AGREEMENT - 3711 88TH ST. N.E.
23.	HAGGEN, INC.	ALL JANITORIAL, LLC	FLOOR MAINTENANCE SERVICE CONTRACT BETWEEN HAGGEN, INC. AND ALL JANITORIAL SERVICE, LLC DATED MARCH 16, 2009
24.	HAGGEN, INC.	ALLEN & BARBOUR, LLC	AGREEMENT FOR CUISINEART PROMOTIONS- BETWEEN HAGGEN, INC. AND ALLEN & BARBOUR, LLC

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
25.	HAGGEN OPCO SOUTH, LLC	AMERESCO, INC.	ENERGY MANAGEMENT SERVICES AGREEMENT
26.	HAGGEN OPERATIONS HOLDINGS, LLC	AMERICAN BANK NOTE COMPANY	OVER THE COUNTER (OTC) STAMP CONSIGNMENT AGREEMENT
27.	HAGGEN OPCO NORTH, LLC	AMERICAN GREETINGS CORPORATION	CONSENT, ASSIGNMENT AND ASSUMPTION AGREEMENT
28.	HAGGEN OPCO NORTH, LLC	AMERICAN GREETINGS CORPORATION	AMENDED AND RESTATED SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION; HAGGEN, INC.; HAGGEN OPCO NORTH, LLC; AND HAGGEN OPCO SOUTH, LLC
29.	HAGGEN, INC.	AMERICAN GREETINGS CORPORATION	AMENDMENT TO SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION AND HAGGEN, INC.
30.	HAGGEN, INC.	AMERICAN GREETINGS CORPORATION	SUPPLY AGREEMENT BETWEEN AMERICAN GREETINGS CORPORATION AND HAGGEN, INC. DATED APRIL 1, 2011
31.	HAGGEN, INC.	AMERICAN HEALTH CARE	PHARMACY PARTICIPATION AGREEMENT
32.	HAGGEN, INC.	AMERICAN PROMOTIONAL EVENTS, INC. (NORTHWEST)	FIREWORKS LEASE AGREEMENT BETWEEN HAGGEN, INC. AND AMERICAN PROMOTIONAL EVENTS NORTHWEST
33.	HAGGEN, INC.	ANDA, INC. AND VALMED PHARMACEUTICAL, INC.	PHARMACEUTICALS PURCHASING AGREEMENT BETWEEN HAGGEN, INC. AND VALMED PHARMACEUTICAL, INC.
34.	HAGGEN, INC.	ANTHEM PRESCRIPTION MANAGEMENT LLC	PHARMACY PROGRAM CONDITIONS FOR THE ANTHEM PREFERRED NETWORK
35.	HAGGEN, INC.	APRIA HEALTHCARE, INC.	PROFESSIONAL SERVICES AGREEMENT-APN RESPIRATORY FIRST DOSE
36.	HAGGEN, INC.	ARGUS HEALTH SYSTEMS, INC.	PARTICIPATING AGREEMENT BETWEEN ARGUS HEALTH SYSTEMS, INC. AND HAGGEN, INC.
37.	HAGGEN, INC.	ARGUS HEALTH SYSTEMS, INC.	PHARMACY NETWORK ADDENDUM
38.	HAGGEN, INC.	ARMORED TRANSPORT NORTHWEST, INC.	ARMORED CAR SERVICE AGREEMENT
39.	HAGGEN, INC.	ASSOCIATED GROCERS, INC.	DISTRIBUTOR-RESELLER WORKING STOCK AGREEMENT
40.	HAGGEN, INC.	ASSOCIATED GROCERS, INC.	ASSET PURCHASE AGREEMENT BETWEEN ASSOCIATED GROCERS, INC. AND HAGGEN, INC. AND UNEXECUTED SUBLEASE
41.	HAGGEN, INC.	AT&T CORP.	AT&T VPN TUNNELING SERVICE AND PRICING SCHEDULE
42.	HAGGEN, INC.	AT&T CORP.	FIRST AMENDMENT TO AT&T CORPORATE DIGITAL ADVANTAGE- INTEGRATED ADDENDUM TO COMPREHENSIVE SERVICE ORDER ATTACHMENT AND PRICING SCHEDULE
43.	HAGGEN, INC.	AT&T CORP.	FEE SCHEDULE FOR VOIP SERVICE
44.	HAGGEN, INC.	AT&T CORP.	ADDENDUM TO COMPREHENSIVE SERVICE ORDER ATTACHMENT ATT&T NETWORK INTEGRATION SERVICES AND EQUIPMENT RESALE

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
45.	HAGGEN, INC.	ATEB, INC.	LICENSE AND SERVICE AGREEMENT BETWEEN HAGGEN, INC. AND ATEB, INC. FOR COMPUTER SOFTWARE
46.	HAGGEN, INC.	ATLANTIC PRESCRIPTION SERVICES	NETWORK PHARMACY AGREEMENT BETWEEN APS AND HAGGEN INC. DATED MARCH 7, 2006
47.	HAGGEN, INC.	AUTORX, L.C.	AMENDMENT TO SERVICE AGREEMENT BETWEEN AUTORX AND HAGGEN, INC.
48.	HAGGEN, INC.	AXXYA SYSTEMS	RENEWAL INVOICE BETWEEN AXXYA AND HAGGEN, INC.
49.	HAGGEN, INC.	BANK OF AMERICA	AGREEMENT - 1313 COOPER PT. RD.
50.	HAGGEN, INC.	BANK OF AMERICA	LEASE AGREEMENT - 2814 MERIDIAN ST.
51.	HAGGEN, INC.	BANK OF AMERICA	THIRD AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICAN, N.A.
52.	HAGGEN, INC.	BANK OF AMERICA	FIRST AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION DATED NOVEMBER 4, 1999
53.	HAGGEN, INC.	BANK OF AMERICA	NOTICE OF AGREEMENT TERMINATION AND ATM REMOVAL
54.	HAGGEN, INC.	BANK OF AMERICA	SECOND AMENDMENT TO CASH MACHINE AGREEMENT BETWEEN BANK OF AMERICA, N.A. AND HAGGEN, INC.
55.	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO THE LEASE BETWEEN BANK OF AMERICA, N.A. AND HAGGEN, INC. DATED JULY 19, 2001 (TUALATIN)
56.	HAGGEN, INC.	BANK OF AMERICA	BRANCH LEASE EXTENSION TUALATIN HAGGEN IN-STORE
57.	HAGGEN, INC.	BANK OF AMERICA	THIRD AMENDMEN TO LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED APRIL 28, 2012
58.	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO LEASE BETWEEN HAGGEN, INC. AND BANK OF AMERICAN, N.A. DATED FEBRUARY 20, 2001
59.	HAGGEN, INC.	BANK OF AMERICA	SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED NOVEMBER 14, 2000
60.	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO MASTER AGREEMENT FOR STAFFED BANKING FACILITIES
61.	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANK OD AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION DATED APRIL 8, 1997
62.	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BANKD OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION DATED APRIL 14, 1997
63.	HAGGEN, INC.	BANK OF AMERICA	MASTER AGREEMENT FOR STAFFED BANKING FACILITIES

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
64.	HAGGEN, INC.	BANK OF AMERICA	LEASE AMENDMENT BETWEEN BRIAR DEVELOPMENT COMPANY AND BANK OF AMERICA NT&SA DATED MARCH 28, 1997
65.	HAGGEN, INC.	BANK OF AMERICA	FIFTH AMENDMENT AND LEASE RENEWAL AGREEMENT BETWEEN BRIAR DEVELOPMENT COMPANY AND BANK OF AMERICA, N.A.
66.	HAGGEN, INC.	BANK OF AMERICA	RETAIL BRANCH LEASE EXTENSION WEST OLYMPIA
67.	HAGGEN, INC.	BANK OF AMERICA	BRANCH LEASE EXTENSION TANASBOURNE HAGGEN IN-STORE
68.	HAGGEN, INC.	BANK OF AMERICA	AMENDMENT TO LEASE BETWEEN BANK OF AMERICA, N.A. ABD HAGGEN, INC. DATED JULY 19, 2001 (OLYMPIA, WA)
69.	HAGGEN, INC.	BANK OF AMERICA	SETTLEMENT AND RELEASE BETWEEN HAGGEN, INC. AND BANK OF AMERICA, N.A. DATED AUGUST 16, 2013
70.	HAGGEN, INC.	BANK OF AMERICA	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
71.	HAGGEN, INC.	BANNER BANK	LEASE RENEWAL OPTION FERNDAL E BRANCH OF BANNER BANK AND HAGGEN, INC.
72.	HAGGEN, INC.	BANNER BANK	PROPOSED LEASE AMENDMENT REQUESTED BY BRIAR DEVELOPMENT COMPANY, LLC
73.	HAGGEN, INC.	BANNER BANK	HAGGEN, INC.-BANNER BANK IN-STORE LEASE EXTENSION LETTER
74.	HAGGEN, INC.	BENESCRIP T SERVICES, INC.	PARTICIPATING PHARMACY PROGRAM AGREEMENT BETWEEN HAGGEN, INC. AND BENESCRIP T
75.	HAGGEN, INC.	BEST BUSINESS MUSIC	CONTRACT TO PROVIDE MUSIC IN STORES
76.	HAGGEN, INC.	BLACK BOX NETWORK SERVICES	AGREEMENT TO PROVIDE LABOR FOR EQUIPMENT BETWEEN HAGGEN AND BLACK BOX
77.	HAGGEN, INC.	BLACK ROCK CABLE	DARK FIBER OPTIC LEASE AGREEMENT BETWEEN HAGGEN, INC. AND BLACK ROCK CABLE, INC.
78.	HAGGEN OPCO NORTH, LLC	BLUE RHINO PROPANE	SCAN BASED TRADING AGREEMENT BETWEEN BLUE RHINO AND HAGGEN, INC.
79.	HAGGEN, INC.	BLUESHIELD OF IDAHO	PARTICIPATING PHARMACY PROGRAM AGREEMENT BETWEEN HAGGEN, INC. AND BLUESHIELD IDAHO
80.	HAGGEN, INC.	BOEING EMPLOYEES CREDIT UNION	INTERIOR STORE SUBLEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
81.	HAGGEN OPCO NORTH, LLC	BOEING EMPLOYEES CREDIT UNION	ATM AGREEMENT BETWEEN BOEING EMPLOYEES CREDIT UNION AND HAGGEN OPCO NORTH, LLC DATED MARCH 18, 2015
82.	HAGGEN, INC.	BOEING EMPLOYEES CREDIT UNION	INTERIOR STORE SUBLEASE AGREEMENT DATED SEPTEMBER 9, 1999 (AUBURN)
83.	HAGGEN OPERATIONS HOLDINGS, LLC	BONDED FILTER CO. LLC	FILTER SERVICE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND BONDED FILTER CO. LLC DATED FEBRUARY 12, 2015
84.	HAGGEN, INC.	BRADSHAW INTERNATIONAL, INC.	HAGGEN/ BRADSHAW INTERNATIONAL KITCHENWARE AGREEMENT PROPOSED DECEMBER 1, 2007
85.	HAGGEN OPCO NORTH, LLC	BRENDA TULLOCK	AGREEMENT - 3075 HILYARD ST.

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
86.	HAGGEN, INC.	BRINKER SERVICES CORPORATION	GIFTCARD AGREEMENT ACKNOWLEDGMENT BETWEEN HAGGEN, INC. AND BRINKER SERVICES CORPORATION
87.	HAGGEN, INC.	BRUEGGEMAN, JOHNSON & YEANOPLOS	ACCOUNTING AGREEMENT TO DETERMINE THE VALUE OF HAGGEN, INC. ASSETS (PURCHASE PRICE ALLOCATION)
88.	HAGGEN OPERATIONS HOLDINGS, LLC	BUNZL DISTRIBUTION USA	EXCLUSIVE SUPPLY AGREEMENT AND EXCLUSIVE MARKETING AGREEMENT BETWEEN HAGGEN'S OPERATIONS HOLDINGS LLC AND BUNZI DISTRIBUTION USA, LLC
89.	HAGGEN OPERATIONS HOLDINGS, LLC	BUSINESS IMPACT GROUP	BUSINESS IMPACT GROUP PROGRAM DESIGN AND FULFILLMENT AGREEMENT BETWEEN BUSINESS IMPACT GROUP, LLC AND HAGGEN OPERATIONS HOLDING, LLC
90.	HAGGEN, INC.	BUSINESS SOFTWARE, INC.	LICENSE FOR HAGGEN, INC. TO USE BSI SOFTWARE
91.	HAGGEN, INC.	BUYPASS CORPORATION	BUYPASS CORPORATION ELECTRONIC FUNDS TRANSFER SERVICE
92.	HAGGEN, INC.	C.P.R. & FIRST AID CO. II	AGREEMENT FOR C.P.R., FIRST AID, AND BLOOD BORNE PATHOGENS TRAINING TO HAGGEN
93.	HAGGEN, INC.	C.P.R. & FIRST AID CO. II	AGREEMENT FOR C.P.R., FIRST AID, AND BLOOD BORNE PATHOGENS TRAINING TO HAGGEN (PUYALLUP)
94.	HAGGEN, INC.	CAPITAL CONTRACTORS, INC.	CLEANING SERVICES AGREEMENT BETWEEN HAGGEN, INC. AND CAPITAL CONTRACTORS
95.	HAGGEN, INC.	CAPTURERX	340B PHARMACY SERVICES AGREEMENT DATED OCTOBER 29, 2012
96.	HAGGEN OPERATIONS HOLDINGS, LLC	CARDTRONICS USA, INC.	EXCLUSIVE ATM LICENSE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND CARDTRONICS USA, INC.
97.	HAGGEN, INC.	CAREMARK INC.	CAREMARK INC. PARTICIPATING PHARMACY AGREEMENT
98.	HAGGEN, INC.	CAREMARK INC.	NOTICE OF MATERIAL AMENDMENT TO CONTRACT FOR CVS CAREMARK
99.	HAGGEN, INC.	CARLTON TECHNOLOGIES, INC.	AGREEMENT TO PURCHASE SYMBOL PDT AND RECEIVE SERVICES REGARDING PRODUCT
100.	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	CAROLINA SERVICES AMENDMENT TO PROCESSING AGREEMENT
101.	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	BLUE-LINE DRAFT OF PRISM SERVICES PROCESSING AGREEMENT
102.	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	AMENDMENT TO AGREEMENT/ RENEWAL BETWEEN HAGGEN, INC. AND CAROLINA SERVICES (FINAL)
103.	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	PRISM SERVICES PROCESSING AGREEMENT AND ACCOMPANYING LETTER
104.	HAGGEN, INC.	CAROLINA COUPON CLEARING, INC.	AMENDED PRISM SERVICES PROCESSING AGREEMENT BETWEEN HAGGEN, INC. AND CAROLINA SERVICES TO RENEW FOR THREE YEARS
105.	HAGGEN, INC.	CAROLINA MANUFACTURER'S SERVICE, INC.	RETAILER DIGITAL PROMOTION AGREEMENT BETWEEN CAROLINA MANUFACTURER'S SERVICE AND HAGGEN, INC.
106.	HAGGEN, INC.	CASCADE BANK	IN-STORE BANK LEASE

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
107.	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (LAKE STEVENS) WITH CASCADE BANK
108.	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE) WITH CASCADE BANK
109.	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT BETWEEN HAGGEN, INC. AND CASCADE BANK DATED NOVEMBER 15, 2000
110.	HAGGEN, INC.	CASCADE BANK	INTERIOR STORE LEASE AGREEMENT (MARYSVILLE) WITH CASCADE BANK
111.	HAGGEN, INC.	CATALINA MARKETING CORPORATION	AGREEMENT TO USE CHECKOUT COUPON SYSTEM TO DISTRIBUTE COUPONS AND PROMOTIONS
112.	HAGGEN, INC.	CBORD GROUP, INC.	ADDENDUM TO DIETARY MANAGEMENT SYSTEM/ SOFTWARE AND SUPPORT AGREEMENT
113.	HAGGEN, INC.	CBORD GROUP, INC.	OPTION PRICING FOR EM CONNECT SOFTWARE
114.	HAGGEN, INC.	CFM PARTNERS, INC.	AGREEMENT BETWEEN CFM PARTNERS AND HAGGEN, INC PHARMACY ABOUT HIPAA TRAINING WITH INVOICES
115.	HAGGEN, INC.	CHAMPUS (CIVILIAN HEALTH AND MEDICAL PROGRAM OF THE UNIFORMED SERVICES)	PHARMACY CERTIFICATION AND W-9 FOR HAGGEN, INC. PHARMACY
116.	HAGGEN, INC.	CHECKFREEPAY CORPORATION	APPOINTMENT AGREEMENT FOR MONEY TRANSMISSION AND PAYMENT SERVICES
117.	HAGGEN, INC.	CIGNA HEATHCARE OF WASHINGTON	PARTICIPATING PHARMACY AGREEMENT BETWEEN HAGGEN, INC. AND CIGNA
118.	HAGGEN, INC.	CITIBANK, N.A.	GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENT, AND TRADEMARK RIGHTS DATED AUGUST 2, 2012
119.	HAGGEN, INC.	CLAIMSPRO HEALTH CLAIMS SERVICES, INC.	CLAIMSPRO PHARMACY AGREEMENT TO PROVIDE REIMBURSEMENT PROGRAMS
120.	HAGGEN OPCO NORTH, LLC	CLALLAM TRANSIT SYSTEM	PASS SALES OUTLET CONTRACT FOR TRANSIT PASSES BETWEEN HAGGEN OPCO NORTH LLC AND CLALLAM
121.	HAGGEN, INC.	COMMERCE REAL ESTATE SOLUTIONS	EXCLUSIVE COMMERCIAL LISTING AGREEMENT BETWEEN HAGGEN, INC. AND COMMERCE REAL ESTATE SOLUTIONS DATED APRIL 12, 2013
122.	HAGGEN, INC.	COMPUTICA, INC.	CONTRACT FOR THE USE OF AN ONLINE MANAGEMENT TOOL FOR CATERING/BANQUET SERVICES
123.	HAGGEN, INC.	CONCORD EFS NATIONAL BANK	WHOLESALE ELEC AMD AND CONSENT TO ASSIGNMENT
124.	HAGGEN, INC.	CONCORD EFS NATIONAL BANK	AMENDMENT TO CONCORD EFS NATIONAL BANK MERCHANT AGREEMENT WITH HAGGEN, INC.
125.	HAGGEN, INC.	CONCORDIA COFFEE SYSTEMS	UNLIMITED CUSTOMER CARE AGREEMENT BETWEEN CONCORDIA COFFEE SYSTEMS AND HAGGEN, INC.
126.	HAGGEN, INC.	CONSULTANT TECHNOLOGY SERVICES, LLC	CONSULTING SERVICES AGREEMENT BETWEEN CONSULTANT TECHNOLOGY SERVICES, LLC AND HAGGEN, INC.
127.	HAGGEN, INC.	CONTRACT LOGIX, INC.	CONTRACT LOGIX, INC. AND HAGGEN, INC. SOFTWARE AGREEMENT DATED JUNE 30, 2011

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
128.	HAGGEN, INC.	COPIERS NORTHWEST, INC.	PRINT MANAGEMENT PROGRAM DATED FEBRUARY 25, 2010
129.	HAGGEN, INC.	COPIERS NORTHWEST, INC.	NEW AGREEMENT FOR SCANNING UPGRADE PROGRAM BETWEEN COPIERS NW AND HAGGEN, INC.
130.	HAGGEN, INC.	CORINTHIAN SCHOOLS, INC.	EXTERNSHIP AGREEMENT BETWEEN HAGGEN, INC. AND CORINTHIAN COLLEGE, INC.
131.	HAGGEN OPCO NORTH, LLC	CORRY CAVIN DBA LACEY AUTO LICENSING	INTERIOR STORE LEASE AGREEMENT (LACEY AUTO LICENSING--OLYMPIA) DATED MARCH 3, 2015
132.	HAGGEN, INC.	COVENTRY HEALTH CARE, INC.	AMENDMENT TO THE NATIONAL PHARMACY PARTICIPATION AGREEMENT DATED JULY 1, 2007
133.	HAGGEN, INC.	CUSTOM COFFEE ESPRESSO	SUBLEASE & AMDS TO CUSTOM COFFEE
134.	HAGGEN, INC.	DAMERON PROPERTY MANAGEMENT	DPM PROVIDES JANITORIAL AND FLOOR CARE SERVICES
135.	HAGGEN, INC.	DEGOEDE BROS LLC	SCAN-BASED TRADING AGREEMENT
136.	HAGGEN, INC.	DESIGN DESIGN, INC.	SCAN-BASED TRADING AGREEMENT
137.	HAGGEN, INC.	DIAMOND FOODS, INC.	HAGGEN AND DIAMOND AGREE TO CONDITIONS PURSUANT TO DIAMOND BRAND FULL LINE CULINARY NUT CONTRACT VENDING PROGRAM
138.	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	ORIGINAL PURCHASE AND SALE AGREEMENT FOR EDMONDS PROPERTY
139.	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	AMEND EXISTING PURCHASE AND SALE AGREEMENT BY EXTENDING FEASIBILITY PERIOD
140.	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	AMEND EXISTING PURCHASE AND SALE AGREEMENT BY ADDING BUYER'S NOTICE OF SATISFACTION/WAIVER OF FEASIBILITY PERIOD
141.	HAGGEN, INC.	DICK'S DRIVE-INS LTD., L.P.	HAGGEN PARTIES AND DICK'S GRANT EACH OTHER RECIPROCAL EASEMENTS
142.	HAGEN OPERATIONAL HOLDINGS	DIGITALREP LLC	MASTER SERVICES AGREEMENT
143.	HAGGEN, INC.	DIVERSIFIED PHARMACEUTICAL SERVICES INC.	HAGGEN ENROLLS IN DIVERSIFIED NATIONAL PHARMACY NETWORK
144.	HAGGEN OPERATIONS HOLDINGS, LLC	DIVERSIFIED PRODUCTS INC.	AMEND FOR DIVERSIFIED PRODUCTS TO SUPPLY EYEGLASSES TO ADDITIONAL HAGGEN LOCATIONS
145.	HAGGEN, INC.	DIVERSIFIED PRODUCTS INC.	HAGGEN PURCHASES READING GLASSES EXCLUSIVELY FROM DIVERSIFIED
146.	HAGGEN, INC.	DOMO, INC.	HAGGEN PURCHASES SUBSCRIPTION TO DOMO PLATFORM AND PROFESSIONAL CONFIGURATION
147.	HAGGEN, INC.	DREYER'S GRAND ICE CREAM, INC.	AMEND CONTRACT INVOLVING DREYER'S PROVIDING PRODUCT TO HAGGEN BASED ON SCAN BASED TRADING AGREEMENT
148.	HAGGEN, INC.	DUGOUT BROTHERS, INC.	TERMINATION OF EXISTING LEASE SO NEW LEASE BETWEEN FRANCHISEE TOP BEAN AND HAGGEN MAY BE ENTERED
149.	HAGGEN OPCO NORTH, LLC	DYNAMOND BUILDNG MAINTENANCE	JANITORIAL AND FLOOR CARE CLEANING SERVICES FOR SOME HAGGEN STORES

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
150.	HAGGEN, INC.	EBEN DESIGN, INC.	EBEN DESIGN DELIVERS CONSULTING SERVICES TO REFRESH/SOLIDIFY HAGGEN BRAND
151.	HAGGEN, INC.	EBRX INC.	HAGGEN ENROLLS IN EBRX PHARMACY NETWORK
152.	HAGGEN, INC.	ECOVA INC.	ECOVA PROVIDES ENERGY AND SUSTAINABILITY MANAGEMENT SERVICES
153.	HAGGEN, INC.	EDWIN STICKLE GROUP, INC.	INTERIOR STORE PROPERTY LEASE AGREEMENT - 1815 MAIN ST.
154.	HAGGEN, INC.	EKTRON	HAGGEN PURCHASE OF LICENSE TO SOFTWARE PRODUCT CMS400.NET AND SUPPORT SERVICES
155.	HAGGEN OPERATIONS HOLDINGS, LLC	ELECTRONIC IMAGING SERVICES, INC.	EIS PROVIDES A BUNDLE OF GOODS AND SERVICES TO HAGGEN
156.	HAGGEN, INC.	EMPLOYER HEALTH OPTIONS	HAGGEN ENROLLS IN EMPLOYER HEALTH OPTIONS PHARMACY PROVIDER NETWORK
157.	HAGGEN, INC.	ERX NETWORK L.L.C.	HAGGEN CONTRACTS WITH EMDEON FOR "EPRESCRIBING" ELECTRONIC PRESCRIPTION SERVICES
158.	HAGGEN, INC.	EXCELLUS HEALTH PLAN INC.	HAGGEN ENROLLS IN EXCELLUS PHARMACY NETWORK
159.	HAGGEN, INC.	EXP PHARMACEUTICAL SERVICES CORP.	HAGGEN PURCHASES PHARMACEUTICAL RETURNS AND WASTE DISPOSAL SERVICES
160.	HAGGEN, INC.	EXPRESS SCRIPTS INC.	ORIGINAL MEDICARE PROVIDER AGREEMENT AMENDED TO COMPLY WITH MEDICARE PART D PROGRAM REQUIREMENTS
161.	HAGGEN, INC.	EXPRESS SCRIPTS INC.	AMEND ESI PHARMACY NETWORK AGREEMENT TO ACCOUNT FOR CMS REQUIREMENTS
162.	HAGGEN, INC.	EXPRESS SCRIPTS INC.	HAGGEN ENROLLS IN ESI PHARMACY NETWORK
163.	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	INTERIOR STORE LEASE AGREEMENT - 1301 AVE. D
164.	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	INTERIOR STORE LEASE AGREEMENT - 1815 MAIN ST.
165.	HAGGEN, INC.	EYECO OPTOMETRY, P.S.	LEASE FOR OPTOMETRY STORE INSIDE HAGGEN STORE (MT. VERNON)
166.	HAGGEN, INC.	FACILITY MAINTENANCE CONTRACTORS	WEEKLY JANITORIAL SERVICES FOR HAGGEN STORE (FINAL AGREEMENT WITH INVOICE)
167.	HAGGEN OPCO NORTH, LLC	FENIKS INC.	FENIKS INSTALLS AND OPERATES COFFEE DISPENSING KIOSKS ON HAGGEN PREMISES
168.	HAGGEN, INC.	FIBERCLOUD, INC.	AMENDMENT TO INSTALLATION OF CABINET AND POWER CIRCUIT CONTRACT
169.	HAGGEN, INC.	FIBERCLOUD, INC.	INSTALLATION OF CABINET AND POWER CIRCUIT
170.	HAGGEN, INC.	FIBERCLOUD, INC.	UPGRADE IN BANDWIDTH UNDER SERVICE PLAN
171.	HAGGEN, INC.	FIBERCLOUD, INC.	CABINET TO PANEL CROSS CONNECT INSTALLATION (CLOUD HOSTING)
172.	HAGGEN, INC.	FINTECH.NET	HAGGEN RETAILER PROGRAM ENROLLMENT AND DISCLOSURE IN FINTECH ELECTRONIC SERVICES PROGRAM
173.	HAGGEN, INC.	FIRST CHOICE HEALTH NETWORK, INC.	HAGGEN ENROLLS IN FIRST CHOICE HEALTH PHARMACY NETWORK
174.	HAGGEN, INC.	FIRST HEALTH STRATEGIES, INC.	HAGGEN ENROLLS AS CONTRACT PHARMACY IN ALTA RX NETWORK

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
175.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
176.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
177.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
178.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
179.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
180.	HAGGEN, INC.	FLAT IRON CAPITAL	INSURANCE AGREEMENT, INCLUDING SECURITY, DISCLOSURE AND LIMITED POWER OF ATTORNEY
181.	HAGGEN, INC.	FLORISTS' TRANSWORLD DELIVERY INC.	FTD IMPLEMENTS TURNKEY FTD MERCURY POS HARDWARE AND SOFTWARE SOLUTION FOR HAGGEN
182.	HAGGEN, INC.	FLORISTS' TRANSWORLD DELIVERY INC.	HAGGEN APPLIES TO BE MEMBER OF FTD
183.	HAGGEN, INC.	FORESEE RESULTS, INC.	HAGGEN PURCHASES CONSUMER EXPERIENCE ANALYTICAL SERVICES
184.	HAGGEN, INC.	FRESH EXPRESS-INC.	HAGGEN PURCHASES PACKAGED LEAFY GREENS AND OTHER PRODUCE FROM FRESH EXPRESS
185.	HAGGEN OPERATIONS HOLDINGS, LLC	G&K SERVICES INC	AMEND G&K NATIONAL ACCOUNT SERVICE AGREEMENT TO MODIFY PRICING AND LIST OF SERVICED STORES
186.	HAGGEN, INC.	G&K SERVICES INC	HAGGEN EXCLUSIVELY PURCHASES SPECIFIED MERCHANDISE AND USES RELATED SERVICES FROM G&K
187.	HAGGEN, INC.	G&K SERVICES INC	EXTEND AGREEMENT TERM
188.	HAGGEN, INC.	GE LIGHTING & PUGET SOUND ENERGY	AGREEMENT TO PARTICIPATE IN PRODUCT REBATE PROMOTION JOINTLY
189.	HAGGEN, INC.	GENERAL ELECTRIC COMPANY	BUSINESS AGREEMENT BETWEEN HAGGEN & GE REGARDING GE LAMPS
190.	HAGGEN, INC.	GENERAL MICROSYSTEMS, INC.	INSTALL/IMPLEMENT "UNITRENDS BACKUP APPLIANCE" FOR HAGGEN
191.	HAGGEN, INC.	GLAXOSMITHKLINE LLC	AMEND A FEW TERMS OF PHARMACY AGREEMENT BETWEEN HAGGEN AND GSK
192.	HAGGEN, INC.	GLIDE RITE CORPORATION	ON-SITE EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR SERVICES
193.	HAGGEN, INC.	GLOBAL SOFTWARE, INC.	PERPETUAL LICENSE FOR SPREADSHEET SERVER FOR USE WITH JD EDWARDS
194.	HAGGEN, INC.	GLOBAL SOFTWARE, INC.	LICENSE FOR HAGGEN TO USE EXECUTIVE DASH PRODUCT
195.	HAGGEN, INC.	GREENWISE BANKCARD, LLC	HAGGEN ENROLLS IN DONATEWISENOW PROGRAM (CHARITABLE DONATIONS AT POINT OF SALE)
196.	HAGGEN, INC.	GROCERY SHOPPING NETWORK, INC.	GSN AND HAGGEN PARTNER TO DEPLOY GSN'S INTERNET ONLINE GROCERY SHOPPING SYSTEM FOR USE BY HAGGEN AND HAGGEN'S CONSUMERS

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
197.	HAGGEN, INC.	GROUP HEALTH COOPERATIVE OF PUGET SOUND (GHC)	AMEND MEDIATION, SERVICES, PAYMENT ETC. CONTRACTUAL PROVISIONS OF PHARMACY NETWORK PARTICIPATION AGREEMENT
198.	HAGGEN, INC.	GW SERVICES, INC.	AMEND PLACEMENT/OPERATION, FINANCIAL TERMS, ETC CONTRACTUAL PROVISIONS OF CONTRACT ENABLING GLACIER TO PLACE WATER VENDING MACHINES IN HAGGEN STORES.
199.	HAGGEN, INC.	HEALTH CARE AUTHORITY	AMEND EXISTING PHARMACY NETWORK AGREEMENT TO INCLUDE NEW PHARMACY PRICING SCHEDULE
200.	HAGGEN, INC.	HEALTH E SYSTEMS LLC	NEW CONTRACT SO HAGGEN CAN CONTINUE PROCESSING FOR HES CLIENT MEMBERS TO PHARMACY NETWORK
201.	HAGGEN, INC.	HEALTH NET HEALTH PLANS OF OREGON INC.	HAGGEN RENDERS PHARMACEUTICAL SERVICES TO INDIVIDUALS COVERED BY HEALTH NET PLAN
202.	HAGGEN, INC.	HEALTH NET PHARMACEUTICAL SERVICES, INC.	HAGGEN ENROLLS IN FIRST CHOICE HEALTH NET NETWORK
203.	HAGGEN, INC.	HEALTHNOTES, INC.	AMEND AGREEMENT CONCERNING LEASING HEALTHNOTES SOFTWARE
204.	HAGGEN, INC.	HEALTHTRAN	HAGGEN IS PARTICIPATING PHARMACY IN HEALTHTRANS NETWORK AND PROVIDES MEDICARE PART D PRESCRIPTION DRUGS
205.	HAGGEN, INC.	HOLLYWOOD HEALTHCARE CORP	HAGGEN PURCHASES DIABETES TESTING SUPPLIES AND SUBMITS TRANSACTION DATA TO HOLLYWOOD HEALTHCARE
206.	HAGGEN, INC.	HOLLYWOOD HEALTHCARE CORP	HAGGEN MAINTAINS LOGIMEDIX INVENTORY OF DIABETES TESTING SUPPLIES AND TRACK TRANSACTION DATA
207.	HAGGEN, INC.	HORIZONS TODAY	HAGGEN PAYS COMMISSION FOR SUCCESSFUL HIRING OF CANDIDATE THROUGH HORIZONS TODAY REFERRAL (HAGGEN PROVIDES PHARMACY SERVICES TO HUMANA MEMBERS AT NEGOTIATED RATES)
208.	HAGGEN, INC.	HUMANA INC.	AMEND TERMS OF HAGGEN'S PARTICIPATION IN HUMANA NATIONAL CHAIN PHARMACY PROVIDER NETWORK
209.	HAGGEN, INC.	HUMANA INC.	HAGGEN ENROLLS IN MANAGED PRESCRIPTION SERVICES PHARMACY NETWORK
210.	HAGGEN, INC.	IBM	IBM PROVIDES SERVICES FOR SELF-CHECKOUT MACHINES
211.	HAGGEN, INC.	ICONTROL SYSTEMS USA, LLC	SERVICES FOR CONSOLIDATING NEWSPAPER DATA
212.	HAGGEN, INC.	IMPERIAL CREDIT CORPORATION	FINANCED INSURANCE POLICIES
213.	HAGGEN, INC.	INDEPENDENT HEALTH	HAGGEN ENROLLS IN INDEPENDENT HEALTH PHARMACY NETWORK
214.	HAGGEN, INC.	INDUSTRIAL LIGHT ENERGY, INC.	LIGHTING MAINTENANCE AND REPAIRS SERVICES
215.	HAGGEN, INC.	INFOCARE, INC.	DOCUMENT STORAGE SERVICE AGREEMENT

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
216.	HAGGEN, INC.	INFORMATION BUILDERS, INC.	RIDER TO MASTER AGREEMENT DETAILING LICENSE TO OPERATING SYSTEM VERSION OF SPECIFIED IBI SOFTWARE
217.	HAGGEN, INC.	INNOVIANT	HAGGEN PARTICIPATES IN PHARMACY NETWORKS THROUGH INNOVIANT (WHO HAS A RELATIONSHIP WITH UNSPECIFIED VENDOR FOR ELECTRONIC PROCESSING OF PRESCRIPTION CLAIMS)
218.	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	IN-STORE OFFERS SERVICES TO SUPPORT CERTAIN WIN/EPS SOFTWARE DEVELOPED BY MTX/EPS
219.	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	HAGGEN PURCHASES FUJITSU POS SYSTEM WITH 15" MONITORS
220.	HAGGEN, INC.	IN-STORE TECHNOLOGY, L.L.C.	STORENEXT PROVIDES HARDWARE MAINTENANCE SERVICES
221.	HAGGEN, INC.	INTEGRA TELECOM	HAGGEN PAYS FOR VOICE/DSL SERVICES
222.	HAGGEN, INC.	INTEGRATED PHARMACEUTICAL SERVICES INC.	HAGGEN PARTICIPATES IN INTEGRATED PHAMACY NETWORK WHERE HAGGEN DISTRIBUTES COVERED MEDICATIONS AS A SUBCONTRACTOR
223.	HAGGEN, INC.	INTERCON ASSOCIATES INC.	LIMITED LICENSE TO INTERCON SOFTWARE
224.	HAGGEN, INC.	INTESOURCE, INC.	INTESOURCE PROVIDES OUTPUT-BASED SERVICES INCLUDING USE OF ESUITE SOURCING MANAGER ETC.
225.	HAGGEN, INC.	J & M DISTRIBUTION	HAGGEN GRANTS J & M EXCLUSIVE LICENSE TO PLACE FREE PUBLICATIONS IN HAGGEN PREMISES
226.	HAGGEN, INC.	J.W CHATAM & ASSOCIATES, INC.	CHATAM MAY REPRESENT HAGGEN IN TAX MATTER FOR TAX YEAR 2009-2010
227.	HAGGEN, INC.	JDA SOFTWARE, INC.	HAGGEN ORDERS A LICENSE TO PROSPACE PLUS SOFTWARE AND RELATED SERVICES
228.	HAGGEN, INC.	JFCONNOLLY & ASSOCIATES/ DROSTE CONSULTANTS, INC.	ASSESSMENT OF RETAIL PRODUCTIVITY AND RETAIL/PAYROLL MANAGEMENT
229.	HAGGEN, INC.	JP MORGAN CHASE BANK, N.A.	LEASE AGREEMENT - 26603 72ND AVE. N.W.
230.	HAGGEN OPERATIONS HOLDINGS, LLC	KEY MECHANICAL	KEY PROVIDES REFRIGERATION AND HVAC SERVICES
231.	HAGGEN, INC.	KEY MECHANICAL	KEY MECHANICAL PERFORMS MAINTENANCE SERVICES HVAC AND REFRIGERATION 3 TIMES ANNUALLY
232.	HAGGEN, INC.	KEY MECHANICAL	KEY MECHANICAL PERFORMS MAINTENANCE SERVICES HVAC AND REFRIGERATION 6 TIMES ANNUALLY
233.	HAGGEN, INC.	KRONOS, INC.	HAGGEN PURCHASES SOFTWARE, LICENSES, AND SERVICES
234.	HAGGEN, INC.	KRONOS, INC.	AT HAGGEN'S REQUEST, NEW CONTRACT FOR LICENSE DOWNGRADE (4100 LICENSES TO 3100 LICENSES)
235.	HAGGEN, INC.	KRONOS, INC.	KRONOS PROVIDES CONSULTING SERVICES FOR IMPLEMENTING A WORKFORCE MANAGEMENT SOLUTION

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
236.	HAGGEN, INC.	KRONOS, INC.	KRONOS PROVIDES CONSULTING SERVICES FOR IMPLEMENTING WORKFORCE MANAGEMENT MODULES
237.	HAGGEN, INC.	KSS RETAIL	HAGGEN PURCHASES LICENSE TO PRICESTRAT SOFTWARE AND RELATED SERVICES
238.	HAGGEN, INC.	KSS RETAIL	HAGGEN PURCHASES PROFESSIONAL SERVICES FOR UPGRADING TO LATEST RELEASE OF PRICESTRAT
239.	HAGGEN OPCO NORTH, LLC	LA TORTILLA FACTORY	MASTER SCAN BASED TRADING AGREEMENT
240.	HAGGEN, INC.	LAKEHAVEN UTILITY DISTRICT	HAGGEN DISCHARGES SANITARY WASTE IN COMPLIANCE WITH GOVERNMENT REQUIREMENTS
241.	HAGGEN, INC.	LDM GROUP, LLC	AGREEMENT GOVERNING HAGGEN'S USAGE OF LDM'S PRODUCT (USED TO COMMUNICATE INFORMATION FROM PHARMACEUTICAL OR CONSUMER PACKAGED GOODS MANUFACTURERS TO PATIENTS)
242.	HAGGEN, INC.	LEARNSOMETHING INC.	LICENSE FOR LEARNPRO+BASIC LEARNING MANAGEMENT SOFTWARE
243.	HAGGEN, INC.	LP SOFTWARE INC.	LP PERFORMS DATAPAGE AND WEB PAGE UPGRADES FOR UPGRADE TO VERSION 6.00 OF LPMS
244.	HAGGEN, INC.	LUCA'S EXPRESS, LLC	SPECIALTY PIZZA SERVICE AGT
245.	HAGGEN, INC.	LWIN FAMILY CO.	LWIN LEASES SPACE IN HAGGEN GROCERY STORE FOR OPERATING SUSHI/RELATED FOOD PRODUCTS BUSINESS
246.	HAGGEN, INC.	LWIN FAMILY CO.	CHANGE TO LENGTH OF CONTRACT RENEWAL AND AMOUNT OF RENT PAID
247.	HAGGEN, INC.	MADRONA MEDICAL GROUP, P.S.	LEASE OF RETAIL STOREFRONT IN BELLINGHAM
248.	HAGGEN, INC.	MAINLINE INFORMATION SYSTEMS, INC.	MAINLINE PERFORMS QUARTERLY ASSESSMENTS OF ISERIES ENVIRONMENTS BASED ON BUSINESS AND GROWTH REQUIREMENTS
249.	HAGGEN, INC.	MANGOSPRING, INC.	HAGGEN PURCHASES PRIVATE "CLOUD" SPACE WITH CORRESPONDING ENTERPRISE SOFTWARE
250.	HAGGEN, INC.	MARKET CENTRE, INC.	HAGGEN PURCHASES NATURAL, ORGANIC, ETHNIC, AND SPECIALTY PRODUCTS FROM MARKET CENTRE
251.	HAGGEN, INC.	MARKET CENTRE, INC.	MARKET CENTRE PROVIDES SERVICES PURSUANT TO CREATING SPECIALTY AND ETHNIC PROGRAM
252.	HAGGEN OPERATIONS HOLDINGS, LLC	MARKET REFRIGERATION SPECIALISTS, INC.	MARKET PROVIDES REFRIGERATION AND HVAC SERVICES
253.	HAGGEN OPCO NORTH, LLC	MARKETOUCH MEDIA, INC.	MARKETOUCH PROVIDES PHARMACY CUSTOMER NOTIFICATION/COMMUNICATION SERVICES
254.	HAGGEN, INC.	MARTIN HENRY COFFEE, LLC	AMEND EXISTING LEASE TO ACCOUNT FOR RENT DERIVING FROM ADDITIONAL 150 SQUARE FEET BACKROOM STORAGE SPACE
255.	HAGGEN, INC.	MARTIN HENRY COFFEE, LLC	MARTIN HENRY LLC ASSIGNED ITS LEASE WITHIN HAGGEN'S PUYALLUP STORE TO LITTLE BEAN, INC., DBA FORZA COFFEE COMPANY
256.	HAGGEN, INC.	MAXOR NATIONAL PHARMACY SERVICES CORPORATION	HAGGEN ENROLLS IN PRESCRIPTION BENEFIT PLANS WHERE MAXORPLUS SERVES AS PHARMACY BENEFIT MANAGER

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
257.	HAGGEN, INC.	MB DEVELOPMENT	SERVICES TO VERIFY SPECIFIC DETAIL TERMS OF REA BETWEEN HAGGEN AND WALMART STORE LOCATIONS
258.	HAGGEN, INC.	MCKESSON CORPORATION	AMEND PRICING MATRIX OF PHARMACEUTICAL AND OTC PRODUCTS PROVIDED BY MCKESSON TO HAGGEN
259.	HAGGEN, INC.	MCKESSON CORPORATION	HAGGEN PURCHASES PRESCRIPTION DRUGS AND OTHER MERCHANDISE FROM MCKESSON
260.	HAGGEN, INC.	MEDCO HEALTH SOLUTIONS INC.	HAGGEN PARTICIPATES IN MEDCO PHARMACY NETWORK SPECIALTY DRUG PRODUCTS PROGRAM
261.	HAGGEN, INC.	MEDICAL MATRIX LLP	HAGGEN PARTICIPATES IN MATRIX PHARMACY COLLECTIVE PROVIDING ENTITLEMENT BENEFITS
262.	HAGGEN, INC.	MEDICAL SECURITY CARD COMPANY	HAGGEN PARTICIPATES IN MSC PHARMACY NETWORK PROVIDING PROGRAM SERVICES
263.	HAGGEN, INC.	MEDICATION PATHFINDER NETWORK, LLC	HAGGEN PARTICIPATES IN MEDICATION THERAPY MANAGEMENT NETWORK
264.	HAGGEN, INC.	MEDIMPACT HEALTH CARE SYSTEMS, INC.	HAGGEN PARTICIPATES IN MEDICARE PHAMACY NETWORK
265.	HAGGEN, INC.	MEDTRAK SERVICES LLC	HAGGEN PARTICIPATES IN MEDIMPACT PHAMACY NETWORK
266.	HAGGEN, INC.	MEMBER HEALTH INC.	HAGGEN AND MEMBER HEALTH PHARMACY NETWORK PARTICIPATE IN MEDICARE PART D PHARMACY BENEFITS
267.	HAGGEN, INC.	MEMBER HEALTH INC.	MEDICARE PART D
268.	HAGGEN, INC.	MERCURYS COFFEE CO.	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE)
269.	HAGGEN, INC.	MERCURYS COFFEE CO.	AMEND EXISTING LEASE TO CHANGE LEASE COMMENCEMENT DATE AND OTHER DETAILS
270.	HAGGEN, INC.	MERCURYS MADNESS INC.	INTERIOR STORE LEASE AGREEMENT - 17641 GARDEN WAY NE
271.	HAGGEN, INC.	MICHAEL GOLDFARB ENTERPRISES, LLC	LINE OF CREDIT INSTRUMENT, TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS/FIXTURE FILINGS
272.	HAGGEN, INC.	MICROSOFT LICENSING, GP	ADD MICROSOFT ENTERPRISE SOFTWARE TO LICENSE AGREEMENT
273.	HAGGEN, INC.	MTXEPS, INC.	LICENSE FOR LISTED SOFTWARE
274.	HAGGEN, INC.	MUZAK LLC	CONTRACT FOR MUSIC IN STORES
275.	HAGGEN, INC.	NATIONAL HEALTH INFORMATION NETWORK, INC.	SOFTWARE SUPPORT AGREEMENT
276.	HAGGEN, INC.	NATIONAL MEDICAL HEALTH CARD SYSTEMS, INC.	PARTICIPATING PHARMACY AGREEMENT
277.	HAGGEN OPCO NORTH, LLC	NCR	MASTER AGREEMENT FOR TERMS OF PURCHASE FROM NCR
278.	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENT CHANGING FEE FOR ELECTRONIC DELIVERY
279.	HAGGEN, INC.	NDC HEALTH CORPORATION	UPDATE ORIGINAL SERVICE CONTRCT

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
280.	HAGGEN, INC.	NDC HEALTH CORPORATION	EXCLUSIVITY AGREEMENT AND UPDATES CHARGES
281.	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENTS TO SERVICE CONTRACT
282.	HAGGEN, INC.	NDC HEALTH CORPORATION	ELECTRONIC PRESCRIPTION SERVICE AGREEMENT
283.	HAGGEN, INC.	NDC HEALTH CORPORATION	AMENDMENT TO SERVICE AGREEMENT
284.	HAGGEN, INC.	NDC HEALTH CORPORATION	SOFTWARE LICENSE
285.	HAGGEN, INC.	NDC HEALTH CORPORATION	NETWORK DATA DELIVERY AMENDMENT
286.	HAGGEN, INC.	NDC HEALTH CORPORATION	SOFTWARE LICENSE FOR CS-90
287.	HAGGEN, INC.	NETCARD SYSTEMS	PHARMACY NETWORK PARTICIPATION AGREEMENT
288.	HAGGEN, INC.	NETWORK COMPUTING ARCHITECTS, INC.	SUPPORT FOR SHORETEL IP VOICE SYSTEM
289.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT TO IMPLEMENT WAVELINK SERVER
290.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR WEB SERVER DECOMMISSIONING
291.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR RETALIX SERVER IMPLEMENTATION
292.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR CS 90+ UPGRADE PROJECT
293.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR AT&T ROUTER REPLACEMENT
294.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	CONTRACT FOR VMWARE ESXI HOST #5
295.	HAGGEN, INC.	NETWORK SOLUTIONS, NW, INC.	PROFESSIONAL SERVICES CONTRACT
296.	HAGGEN, INC.	NIELSEN COMPANY LLC	DISCLOSURE AUTHORIZATION
297.	HAGGEN, INC.	NITRO PDF PTY, INC.	SOFTWARE PURCHASE AND LICENSE
298.	HAGGEN, INC.	NORTHWEST DELIVERY SYSTEMS, INC.	TRANSPORTATION OF GOODS AND MERCHANDISE
299.	HAGGEN, INC.	NORTHWEST FOOD AND WINE FESTIVAL	SPONSORSHIP OF FOOD AND WINE FESTIVAL
300.	HAGGEN, INC.	NORTHWESTERN FOOD MERCHANTS, INC.	SHOPPING CART RETRIEVAL SERVICES AGREEMENT
301.	HAGGEN, INC.	NUMARA SOFTWARE	PREMIUM SOFTWARE MAINTENCE
302.	HAGGEN, INC.	NW CARDCO	SCAN BASED TRADING SOFTWARE SOLUTION
303.	HAGGEN, INC.	NW NATURAL	UTILITY CONTRACT
304.	HAGGEN, INC.	NWCR	AGREEMENT FOR SHOPPING CART RETRIEVAL
305.	HAGGEN, INC.	OAG INTERNATIONAL, LLC	AGREEMENT FOR SERVICES RELATED TO THE IMPLEMENTATION OF MICROSOFT DYNAMICS GP2013
306.	HAGGEN, INC.	ON-HOLD CONCEPTS, INC.	MONTHLY MUSIC SERVICES AGREEMENT
307.	HAGGEN OPCO NORTH, LLC	OREGON BEVERAGE RECYCLING COOPERATIVE	REDEMPTION CENTER PARTICIPATION AGREEMENT

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
308.	HAGGEN, INC.	ORION TECHNOLOGY SERVICES LLC	CONSULTING SERVICE AGREEMENT
309.	HAGGEN, INC.	OUTCOMES PHARMACEUTICALS HEALTH CARE, L.C.	NETWORK PARTICIPATION AGREEMENT
310.	HAGGEN, INC.	OWENS-ILLINOIS PRESCRIPTION PRODUCTS, INC.	EXTENDS ORIGINAL AGREEMENT AND CHANGES PRICES FOR SUPPLIED PRODUCTS
311.	HAGGEN, INC.	PAID PRESCRIPTIONS, L.L.C.	PHARMACY NETWORK FEE SCHEDULE
312.	HAGGEN, INC.	PAID PRESCRIPTIONS, L.L.C.	PHARMACY NETWORK AGREEMENT
313.	HAGGEN, INC.	PBM PLUS, INC.	PHARMACY NETWORK FEE SCHEDULE
314.	HAGGEN, INC.	PBM PLUS, INC.	PHARMACEUTICAL CARE NETWORK AGREEMENT
315.	HAGGEN, INC.	PEACEHEALTH ST. JOSEPH MEDICAL CENTER	PHARMACY SERVICES AGREEMENT
316.	HAGGEN OPCO NORTH, LLC	PENSKE LOGISTICS LLC	TRANSPORTATION OF GOODS
317.	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 757 HAGGEN DR.
318.	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 2601 EAST DIVISION
319.	HAGGEN, INC.	PEOPLES BANK	INTERIOR STORE LEASE - 1401 12TH STREET
320.	HAGGEN, INC.	PEOPLE'S BANK	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.
321.	HAGGEN, INC.	PHARMACARE MANAGEMENT SERVICES, INC	PHARMACY NETWORK AGREEMENT
322.	HAGGEN, INC.	PHARMACEUTICAL CARE NETWORK	PARTICIPATING PHARMACY AGREEMENT
323.	HAGGEN, INC.	PHARMACEUTICAL TECHNOLOGIES, INC.	MEDICARE PART D NETWORK AGREEMENT
324.	HAGGEN, INC.	PHARMACY BUYING ASSOCIATION, INC.	NETWORK PHARMACY AGREEMENT
325.	HAGGEN, INC.	PHARMACY DATA MANAGEMENT	BENEFITDIRECT PHARMACY AGREEMENT WITH HAGGEN, INC.
326.	HAGGEN, INC.	PHARMACY PROVIDER SERVICES CORPORATION OF FLORIDA	PARTICIPATING PHARMACY AGREEMENT
327.	HAGGEN, INC.	PHARMACY RELIEF NORTHWEST COMPANY	RELIEF PHARMACISTS CONTRACT
328.	HAGGEN, INC.	PHARMALECON	RELIEF PHARMACISTS CONTRACT
329.	HAGGEN OPCO NORTH, LLC	PIERCE TRANSIT	AGREEMENT FOR SELLING PUBLIC TRANSIT PASSES
330.	HAGGEN, INC.	PINCH HIT RX PLLC	RELIEF PHARMACISTS CONTRACT
331.	HAGGEN, INC.	PITNEY BOWES, INC.	HARDWARE SERVICE CONTRACT
332.	HAGGEN, INC.	PNC MERCHANT SERVICES COMPANY	CREDIT CARD AGREEMENT
333.	HAGGEN, INC.	POSITIVE NETWORKS, INC.	PHONE SERVICE AGREEMENT
334.	HAGGEN, INC.	POSITIVE NETWORKS, INC.	MONTHLY CELL PHONE SERVICE

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
335.	HAGGEN, INC.	PREMERA BLUE CROSS	GROUP HEALTH INSURANCE CONTRACT
336.	HAGGEN, INC.	PRESCIENT APPLIED INTELLIGENCE, INC.	AMENDMENT TO SUPPORT AGREEMENT
337.	HAGGEN, INC.	PRESCIENT APPLIED INTELLIGENCE, INC.	VISIBILITY AND ANALYTICS SUBSCRIPTION
338.	HAGGEN, INC.	PRIME THERAPUETICS, LLC	PHARMACY PARTICIPATION AGREEMENT
339.	HAGGEN, INC.	PRIME THERAPUETICS, LLC	EXHIBITS TO PRIME THERAPUETICS PARTICIPATION AGREEMENT
340.	HAGGEN, INC.	PRIME THERAPUETICS, LLC	NEW EXHIBIT C TO PRIME THERAPUETICS PARTICIPATION AGREEMENT
341.	HAGGEN, INC.	PRINTSMART	PRINTER RENTAL
342.	HAGGEN, INC.	PROCARE PBM	PHARMACY PROVIDER AGREEMENT
343.	HAGGEN, INC.	PROFESSIONAL CLAIM SERVICES, INC.	PARTICIPATING PHARMACY AGREEMENT
344.	HAGGEN, INC.	PROKARMA, INC.	MASTER SERVICES AGREEMENT
345.	HAGGEN, INC.	PROVIDENCE HEALTH PLAN	PRESCRIPTION DRUG SERVICES AGREEMENT
346.	HAGGEN, INC.	QUALITY CLEANERS	AGREEMENT - 1406 LAKE TAPPS PKWY.
347.	HAGGEN, INC.	QUALITY RELIEF PHARMASISTS INC.	RELIEF PHARMACISTS CONTRACT
348.	HAGGEN, INC.	RBS CITIZENS, N.A.	CREDIT CARD PROCESSING AGREEMENT
349.	HAGGEN, INC.	RBS CITIZENS, N.A.	GIFT CARD PROCESSING SERVICE
350.	HAGGEN, INC.	REBIS, LLC/DBA PROPERTY WORKS	REAL ESTATE PORTFOLIO MANAGEMENT
351.	HAGGEN OPERATIONS HOLDINGS, LLC	REDBOX AUTOMATED RETAIL, LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
352.	HAGGEN, INC.	REDPRAIRIE CORPORATION	SOFTWARE LICENSE
353.	HAGGEN, INC.	REDPRAIRIE CORPORATION	SERVICES TO INSTALL AND INTEGRATE SOFTGROCER SYSTEM
354.	HAGGEN, INC.	REGENCE RX, INC.	PARTICIPATING PHARMACY AGREEMENT
355.	HAGGEN, INC.	REGENCE RX, INC.	PARTICIPATING PHARMACY AGREEMENT
356.	HAGGEN, INC.	REGISTER TAPE ADVERTISING, INC.	RENEWAL OF REGISTER TAPE CONTRACT
357.	HAGGEN OPERATIONS HOLDINGS, LLC	REGISTER TAPES UNLIMITED, L. P. (RTU)	AGREEMENT FOR CASH REGISTER TAPE
358.	HAGGEN, INC.	RESTAURANT TECHNOLOGIES, INC.	COOKING OIL SUPPLY AND FILTRATION
359.	HAGGEN, INC.	RETAIL EXPERT, INC.	SOFTWARE LICENSE
360.	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICENSE INVOICE
361.	HAGGEN, INC.	RETALIX USA, INC.	RETALIX HQ UPGRADE
362.	HAGGEN, INC.	RETALIX USA, INC.	RETALIX HQ RECIEVERS PROJECT
363.	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICENSE
364.	HAGGEN, INC.	RETALIX USA, INC.	SOFTWARE LICESNE AGREEMENT AND INVOICE
365.	HAGGEN, INC.	RETALIX USA, INC.	LICENSE FOR RETAIL HQ SOFTWARE
366.	HAGGEN, INC.	RETALIX USA, INC.	ON SITE DISCOVERY OF ADDITIONAL RETALIX HQ MODULES IDENTIFIED FOR MIGRATING

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
367.	HAGGEN, INC.	RIC INTERNATIONAL, INC.	SOFTWARE LICENSE AGREEMENT
368.	HAGGEN OPCO NORTH, LLC	RIMMER FAMILY ENTERPRISES, INC.	AGREEMENT - 1675 W. 18TH AVE.
369.	HAGGEN OPCO NORTH, LLC	RIO ACQUISITION PARTNERS LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
370.	HAGGEN, INC.	RIO ACQUISITION PARTNERS LLC	LEASE FOR DVD KIOSKS IN SPECIFIED STORES
371.	HAGGEN, INC.	ROCHE DIAGNOSTICS CORPORATION	MEDICARE PART B TESTING COMPLIANCE AGREEMENT
372.	HAGGEN, INC.	RSM MCGLADREY FINANCIAL PROCESS OUTSOURCING, LLC	BOOKKEEPING SERVICES AGREEMENT
373.	HAGGEN, INC.	RUAN TRANSPORT CORPORATION	AMENDMENT TO SHIPPING SERVICE CONTRACT
374.	HAGGEN, INC.	RUAN TRANSPORT CORPORATION	AMENDMENT TO TRANSPORTATION AGREEMENT
375.	HAGGEN, INC.	RUG DOCTOR, INC.	AGREEMENT GOVERNING THE OFFER OF RUG DOCTOR PRODUCTS
376.	HAGGEN, INC.	RX OPTIONS, INC.	PARTICIPATING PHARMACY AGREEMENT
377.	HAGGEN, INC.	RX REVERSE DISTRIBUTORS, INC.	AGREEMENT TO PROCESS AND RETURN OUTDATED PHARMACEUTICALS
378.	HAGGEN, INC.	RXAMERICA	AMENDMENT TO PHARMACY NETWORK AGREEMENT
379.	HAGGEN, INC.	RXCARE, INC.	NETWORK PARTICIPATION AGREEMENT
380.	HAGGEN, INC.	RXCAREER CENTRE	CAREER SERVICE USER ACCOUNTS
381.	HAGGEN, INC.	RXSOLUTIONS, INC.	AMENDS PRESCRIPTION DRUG SERVICES AGREEMENT
382.	HAGGEN, INC.	RXSOLUTIONS, INC.	PRESCRIPTION DRUG SERVICES AGREEMENT
383.	HAGGEN, INC.	SADA SYSTEMS, INC.	CONTRACT TO PROVIDE TRAINING TO BEGIN USE AND ONGOING SERVICE
384.	HAGGEN OPERATIONS HOLDINGS, LLC	SARA ENTERPRISES	TRAVEL AGENT AGREEMENT
385.	HAGGEN, INC.	SCRIPTPRO USA, INC.	PURCHASE OF ROBOTIC PRESCRIPTION DISPENSERS
386.	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
387.	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
388.	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	LEASE FOR BANK IN STORE
389.	HAGGEN, INC.	SEATTLE FIRST NATIONAL BANK	SPACE FOR ATM
390.	HAGGEN, INC.	SEATTLE PHARMACY RELIEF, PLLC	RELIEF PHARMACISTS CONTRACT
391.	HAGGEN, INC.	SERVICE PAPER COMPANY	MASTER DISTRIBUTION AGREEMENT
392.	HAGGEN, INC.	SHIFTBOARD, INC.	ONLINE SCHEDULING SOFTWARE AGREEMENT
393.	HAGGEN, INC.	SHORELINE BANK	LEASE FOR BANK IN STORE
394.	HAGGEN, INC.	SHORELINE BANK	RENT ADJUSTMENT FOR BANK

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
395.	HAGGEN, INC.	SIERRA HEALTH AND LIFE INSURANCE CO., INC.	PHARMACY SERVICES AGREEMENT
396.	HAGGEN, INC.	SIGNATURE GRAPHICS, INC.	AMENDMENT TO PRINTING AGREEMENT
397.	HAGGEN, INC.	SINGLE SOURCE TRANSPORTATION CO.	TRANSPORTATION SERVICES CONTRACT
398.	HAGGEN, INC.	SMITHKILNE BEECHAM CORPORATION	AGREEMENT TO DISTRIBUTE "VENTOLIN HFA"
399.	HAGGEN, INC.	SOFTECHNIES, INC.	IMPLEMENTATION OF SOFTGROCER PERPETUAL INVENTORY
400.	HAGGEN OPERATIONS HOLDINGS, LLC	SOLIS LIGHTING AND ELECTRICAL SERVICES	IN STORE LIGHTING SERVICE
401.	HAGGEN, INC.	SOLUTRAN, INC.	CHANGES PRICE TERMS AND RENEWS FOR 1 YEAR
402.	HAGGEN, INC.	SOLUTRAN, INC.	AGREEMENT TO PROCESS PAYMENT CLEARING
403.	HAGGEN, INC.	SOUND INTERNET SERVICES, INC.	INTERNET SERVICE
404.	HAGGEN, INC.	SOUND RECYCLING SERVICES, INC.	AGREEMENT FOR COLLECTION, SECURITY AND SHREDDING OF SENSITIVE DOCUMENTS
405.	HAGGEN, INC.	SPECIAL INTEREST GROUP FOR IIAS STANDARDS	MEMBERSHIP AGREEMENT
406.	HAGGEN, INC.	SPINS, INC.	AGREEMENT FOR HAGGAN TO PROVIDE SPECIFIED INFORMATION ON A WEEKLY BASIS
407.	HAGGEN, INC.	SPRAGUE PEST SOLUTIONS	PROVIDE MONTHLY EXTERMINATOR SERVICES
408.	HAGGEN, INC.	SPS COMMERCE, INC.	CONTRACT TO ESTABLISH A CONNECT FOR THE TRANSFER AND STORAGE OF ELECTRONIC FILES
409.	HAGGEN, INC.	STANDARD REGISTER	SOFTWARE SUPPORT RENEWAL
410.	HAGGEN, INC.	STANDARD REGISTER	RENEWAL FOR SUPPORT SERVICES FOR LINKUP SOFTWARE
411.	HAGGEN, INC.	STATE OF OREGON, HEALTH PLAN POLICY AND RESEARCH	OREGON PRESCRIPTION DRUG PROGRAM
412.	HAGGEN, INC.	STATE OF OREGON, PRESCRIPTION DRUG PROGRAM	PHARMACY NETWORK AGREEMENT
413.	HAGGEN OPERATIONS HOLDINGS, LLC	STERICYCLE	WASTE SERVICE CONTRACT
414.	HAGGEN, INC.	STERICYCLE	WASTE SERVICE CONTRACT
415.	HAGGEN OPERATIONS HOLDINGS, LLC	STERILOX FRESH	SERVICE CONTRACT FOR STERILOX UNITS IN HAGGEN STORES
416.	HAGGEN, INC.	STEWART'S FOOD, INC.	THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT OLYMPIC GATEWAY SHOPPING CENTER, ABERDEEN, WASHINGTON
417.	HAGGEN, INC.	STORENEXT	SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
418.	HAGGEN, INC.	STYLESCIENCE EYEWARE	STYLESCIENCE EXCLUSIVE EYEWEAR AGREEMENT
419.	HAGGEN, INC.	SXC HEALTH SOLUTIONS, INC.	PROVIDER AGREEMENT FOR PHARMACY BENEFIT MANAGEMENT SERVICES
420.	HAGGEN, INC.	SYMPHONY INFOSPACE PVT LTD.	SERVICES CONTRACT FOR DEVELOPMENT OF A COMPUTER SYSTEM
421.	HAGGEN, INC.	SYNERGY ENERGY HOLDINGS, LLC	ENERGY SERVICES LETTER AGREEMENT
422.	HAGGEN, INC.	SYSTEMED PHARMACY	PHARMACY PRICING SCHEDULE CONTRACT
423.	HAGGEN OPERATIONS HOLDINGS, LLC	T MOBILE	LICENSE AGREEMENT - DATED 11/21/1995 - PLUS AMENDMENTS
424.	HAGGEN, INC.	T&L NURSERY, INC.	CONSIGNMENT SALES AGREEMENT
425.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE ARLINGTON
426.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE EDMONDS
427.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE KENT
428.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SEHOME
429.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SHORELINE
430.	HAGGEN, INC.	T.C. GLOBAL INC.	FIRST AMENDMENT TO INTERIOR STORE LEASE, SEHOME
431.	HAGGEN, INC.	T.C. GLOBAL INC.	INTERIOR STORE LEASE SEHOME
432.	HAGGEN, INC.	TABLEAU SOFTWARE INC.	SOFTWARE LICENSE SALES AGREEMENT
433.	HAGGEN, INC.	TAHOMA SOL COFFEE CORPORATION	INTERIOR STORE LEASE AUBURN
434.	HAGGEN, INC.	TANASACRES NURSERY	CONSIGNMENT SALES AGREEMENT
435.	HAGGEN, INC.	TDI MANAGED CARE SERVICES INC.	PRESCRIPTION DRUG DISCOUNT CARD PROGRAM AGREEMENT
436.	HAGGEN, INC.	TDI MANAGED CARE SERVICES INC.	PHARMACY SERVICES AGREEMENT
437.	HAGGEN, INC.	TELEMANAGER TECHNOLOGIES, INC.	END-USER TERM LICENSE AND SUPPORT AGREEMENT
438.	HAGGEN, INC.	TERADATA	DEVELOPMENT SERVICES FOR POS SYSTEM
439.	HAGGEN, INC.	TERADATA	MASTER SOLUTIONS AGREEMENT
440.	HAGGEN, INC.	TERRAVIDA COFFEE LLC	LIMITED LIABILITY COMPANY AGREEMENT (FORMATION)
441.	HAGGEN, INC.	THE CBORD GROUP, INC.	DIET MANAGEMENT SYSTEM AND SOFTWARE PURCHASE, SUPPORT
442.	HAGGEN, INC.	THE FEAREY GROUP	PUBLIC RELATIONS AGREEMENT
443.	HAGGEN, INC.	THE FOOD PARTNERS LLC	FINANCIAL ADVISORY SERVICES AGREEMENT
444.	HAGGEN, INC.	THE MCKENZIE GROUP, INC.	AGREEMENT FOR AUDITING SERVICES
445.	HAGGEN, INC.	THE NOBLECAUSE, LLC DBA FORZA COFFEE	RENT REDUCTION AGREEMENT
446.	HAGGEN, INC.	THE PEGGS COMPANY, INC.	PROFESSIONAL SERVICE AGREEMENT FOR SHOPPING CART MAINTENANCE
447.	HAGGEN, INC.	THE SHRED STOP, LLC	COMMERCIAL LEASE - 8515 S.W. TUALATIN SHERWOOD RD.
448.	HAGGEN, INC.	THE WOODS COFFEE	INTERIOR STORE LEASE AGREEMENT - 2900 WOBURN ST.

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
449.	HAGGEN, INC.	THE WOODS COFFEE	INTERIOR STORE LEASE AGREEMENT - 210 36TH ST.
450.	HAGGEN, INC.	THERAPEUTIC RESEARCH CENTER	EXTENSION OF SUBSCRIPTION TO PHARMACY INFORMATION DATABASE
451.	HAGGEN, INC.	TIGER, INC.	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
452.	HAGGEN, INC.	TIM MATTHEWS	MONTH-TO-MONTH RESIDENTIAL LEASE
453.	HAGGEN, INC.	TMESYS, INC.	PHARMACY AGREEMENT FOR ONLINE VERIFICATION SYSTEM
454.	HAGGEN, INC.	TOP BEAN, INC.	INTERIOR STORE LEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
455.	HAGGEN, INC.	TOTAL CLEANING SOLUTIONS, INC.	SERVICE AGREEMENT (JANITORIAL)
456.	HAGGEN, INC.	TRANSFORMATIVE WAVE TECHNOLOGIES	SETTLEMENT AGREEMENT AND RELEASE
457.	HAGGEN, INC.	TRANSPORTATION CORRIDOR AGENCIES	RETAIL MARKETING AGREEMENT
458.	HAGGEN, INC.	TRI STATE DISTRIBUTION	PRESCRIPTION PACKAGING AGREEMENT
459.	HAGGEN OPCO NORTH, LLC	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON	CONTRACT FOR SALES OF TICKETS AND PASSES
460.	HAGGEN, INC.	TRUSTWAVE HOLDINGS, INC.	COMPLIANCE SERVICES VALIDATION AGREEMENT EXTENSION
461.	HAGGEN, INC.	TRUSTWAVE HOLDINGS, INC.	COMPLIANCE SERVICES VALIDATION AGREEMENT
462.	HAGGEN, INC.	TULLY'S COFFEE	IN-STORE LEASE RENEWALS SEHOME, EDMONDS, SHORELINE
463.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 14300 S W BARROWS RD.
464.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 8611 STEILACOOM BLVD SW
465.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 3520 PACIFIC AVE. SE
466.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 3075 HILYARD ST.
467.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 16199 BOONES FERRY RD.
468.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 1800 N.E. 3RD STREET
469.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 17520 SR 9 SOUTHEAST
470.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 450 N. WILBUR AVE.
471.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 1128 N. MILLER
472.	HAGGEN OPCO NORTH, LLC	U.S. BANK	LICENSE AGREEMENT - 17171 BOTHELL WAY N.E.
473.	HAGGEN	U.S. BANK	LICENSE AGT. 1690 ALLEN CREEK ROAD GRANT'S PASS
474.	HAGGEN OPCO NORTH, LLC	U.S. BANK	IN-STORE AGREEMENT - 1675 W. 18TH AVE.

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
475.	HAGGEN, INC.	U.S. BANK OF WASHINGTON	IN-STORE LICENSE AGREEMENT TACOMA, WA STORE 41
476.	HAGGEN, INC.	UNATA, INC.	AGREEMENT FOR UNATA TO PROVIDE CLOUD BASED SOLUTIONS
477.	HAGGEN, INC.	UNIFIED GROCERS, INC.	SUPPLY AGREEMENT
478.	HAGGEN, INC.	UNIFIED GROCERS, INC.	SUPPLY AGREEMENT
479.	HAGGEN, INC.	UNIFIED GROCERS, INC.	INTERACTIVE ORDERING SYSTEM/ULINKPLUS EQUIPMENT AND SOFTWARE RENTAL AGREEMENT
480.	HAGGEN, INC.	UNIFIED GROCERS, INC.	FIRST AMENDMENT TO SUPPLY AGREEMENT
481.	HAGGEN, INC.	UNIFIED GROCERS, INC.	PLEDGE AND SECURITY AGREEMENT
482.	HAGGEN, INC.	UNIFIED GROCERS, INC.	FINANCIAL STATEMENT RIDER
483.	HAGGEN, INC.	UNITED NATURAL FOODS, INC.	DISTRIBUTION AGREEMENT
484.	HAGGEN, INC.	UNITED NATURAL FOODS, INC.	DISTRIBUTION AGREEMENT
485.	HAGGEN, INC.	UNITED PROVIDER SERVICES, INC.	PHARMACY PROVIDER AGREEMENT
486.	HAGGEN, INC.	UNITED STATES NUTRITION	PRIMARY SUPPLIER AGREEMENT - DATED 4/1/2011
487.	HAGGEN, INC.	UNIVERSAL RX	PHARMACY PROVIDER AGREEMENT
488.	HAGGEN, INC.	URBAN TIMBER COFFEE, LLC	INTERIOR STORE LEASE AUBURN
489.	HAGGEN, INC.	URBAN TIMBER COFFEE, LLC	INTERIOR STORE LEASE BELLEVUE
490.	HAGGEN, INC.	VALASSIS DIRECT MAIL, INC.	VALASSIS DIRECT MAIL, INC. MULTI-YEAR AGREEMENT
491.	HAGGEN, INC.	VALUERX PHARMACY PROGRAM, INC.	VALUE PHARMACY PROGRAM, INC. PARTICIPATION AGREEMENT
492.	HAGGEN OPERATIONS HOLDINGS, LLC	VERISAE, INC.	MASTER SUPSCRIPTION AND SERVICES AGREEMENT
493.	HAGGEN, INC.	VISION PLUS	IN-STORE LEASE RENT REDUCTION AGREEMENT MOUNT VERNON, WA
494.	HAGGEN, INC.	VISIONARY COMMUNICATIONS, INC.	MAMMOTH NETWORKS SERVICES AGREEMENT
495.	HAGGEN, INC.	WALGREENS HEALTH INITIATIVES, INC.	MEDICARE PART D PRESCRIPTION DRUG AMENDMENT TO PHARMACY NETWORK AGREEMENT
496.	HAGGEN, INC.	WANDERING WIFI	WIRELESS INTERNET MASTER SERVICES AGREEMENT
497.	HAGGEN, INC.	WASHINGTON LOTTERY	LOTTERY AGREEMENTS
498.	HAGGEN, INC.	WASHINGTON STATE UNIVERSITY SPOKANE	WASHINGTON STATE UNIVERSITY STUDENT AFFILIATION AGREEMENT
499.	HAGGEN, INC.	WELLPARTNER, INC.	BUSINESS AGREEMENT TO MAKE PRE-EXISTING CONTRACT UP-TO-DATE WITH HIPPA LAWS
500.	HAGGEN, INC.	WELLS FARGO BANK	LEASE AGREEMENT - 1406 LAKE TAPPS PKWY.
501.	HAGGEN, INC.	WESTAR PROPERTIES NW, LLC	COMMERCIAL REAL ESTATE LEASE AGREEMENT ARLINGTON, WA
502.	HAGGEN, INC.	WHATCOM COUNTY	STRATEGIC NATIONAL STICKPILE ANTIVIRAL DISPENSING MEDICATION MEMORANDUM AGREEMENT

#	HAGGEN ENTITY	CONTRACT COUNTERPARTY NAME	CONTRACT DESCRIPTION
503.	HAGGEN, INC.	WHISTLER BLACKCOMB	LIFT TICKET SALES AGREEMENT
504.	HAGGEN, INC.	WHP HEALTH INITIATIVES, INC.	FIRST AMENDMENT TO PHARMACY NETWORK AGREEMENT
505.	HAGGEN, INC.	WISE-RX, LTD.	RETAIL PHARMACY SERVICES AGREEMENT
506.	HAGGEN, INC.	ZAW FOOD & BEVERAGE WA LLC	ZAW SPECIALTY PIZZA SERVICE AGREEMENT FOR PREMISES IN WOODINVILLE AND SNOHOMISH, WA

EXHIBIT G
TO
SALE ORDER

Designation Rights Contracts Subject to Cure Objection

#	Haggen Entity	Contract Counterparty Name	Contract Description
1.	HAGGEN, INC.	AETNA HEALTH MANAGEMENT, LLC	NATIONAL PHARMACY SERVICES AGREEMENT
2.	HAGGEN OPERATIONS HOLDINGS, LLC	CITICORP PAYMENT SERVICES, INC.	EXHIBIT D. 1 TO SUPERVALU ELECTRONIC TRANSACTION AGREEMENT
3.	HAGGEN, INC.	COINSTAR, INC.	COINSTAR UNIT RETAILER INSTALLATION AGREEMENT FORM
4.	HAGGEN OPERATIONS HOLDINGS, LLC	COMDATA	CARD PROGRAM SERVICE AGREEMENT BETWEEN HAGGEN OPERATIONS HOLDINGS, LLC AND COMDATA DATED APRIL 29, 2015
5.	HAGGEN, INC.	GOOGLE, INC.	HAGGEN INTEGRATES ITS LOYALTY/REWARDS PROGRAM WITH GOOGLE ZAVE
6.	HAGGEN, INC.	GROCERY SHOPPING NETWORK, INC.	ESCROW AGREEMENT (HAGGEN AS BENEFICIARY, IRON MOUNTAIN AS ESCROW AGENT)
7.	HAGGEN, INC.	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	MASTER LEASE AND FINANCING AGREEMENT CONCERNING IT SERVICES
8.	HAGGEN, INC.	IRON MOUNTAIN INC.	TECHNOLOGICAL ESCROW AGREEMENT: ACCELITEC, INC. AS DEPOSITOR, HAGGEN AS BENEFICIARY, AND IRON MOUNTAIN AS ESCROW AGENT
9.	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	HAGGEN PURCHASES LANDSCAPING SERVICES
10.	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	CONTRACT AMENDS PRICING FOR LANDSCAPING SERVICES AT MULTIPLE HAGGEN LOCATIONS
11.	HAGGEN, INC.	MANAGEMENT SERVICES NORTHWEST	HAGGEN PURCHASES LANDSCAPING SERVICES
12.	HAGGEN, INC.	MANTHAM SOFTWARE SERVICES PVT. LTD	MANTHAM SELLS ARC DATA WAREHOUSING SOFTWARE AND ASSISTS HAGGEN IN IMPLEMENTING THE SOFTWARE
13.	HAGGEN OPERATIONS HOLDINGS, LLC	MAYFLOWER DISTRIBUTING COMPANY, INC.	MAYFLOWER PROVIDES CYCLINDER RENTAL AND HELIUM GAS
14.	HAGGEN, INC.	MONEYGRAM PAYMENT SERVICES	MASTER TRUST AGREEMENT
15.	HAGGEN OPERATIONS HOLDINGS, LLC	OUTERWALL INC.	KIOSK INSTALLATION AGREEMENT
16.	HAGGEN, INC.	PDX, INC.	AMENDMENT TO LICENSE AND SERVICE AGREEMENT
17.	HAGGEN, INC.	PDX, INC.	LICENSE AND SERVICE AGREEMENT
18.	HAGGEN, INC.	STARBUCKS	INTERIOR STORE LEASE AGREEMENT (WOODINVILLE)
19.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2814 MERIDIAN ST.
20.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 1313 COOPER PT. RD.
21.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2900 WOBURN ST.

#	Haggen Entity	Contract Counterparty Name	Contract Description
22.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 26603 72ND AVE. N.W.
23.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 1815 MAIN ST.
24.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 2601 EAST DIVISION
25.	HAGGEN, INC.	STARBUCKS CORPORATION	COMMERICAL SUBLEASE AGREEMENT - 8915 MARKET PL. NE STE. 100
26.	HAGGEN OPERATIONS HOLDINGS, LLC	STARBUCKS CORPORATION	MASTER LICENSE AGREEMENT W/ STARBUCKS
27.	HAGGEN OPCO NORTH, LLC	SUPERVALU	SERVICES CONTRACT FOR ENERGY AND FACILITIES SERVICE
28.	HAGGEN, INC.	SUPERVALU	SUPPLY AGREEMENT
29.	HAGGEN, INC.	SUPERVALU	BUILDING LEASE FOR LACEY, WA LOCATION
30.	HAGGEN, INC.	SUPERVALU	ASSIGNMENT AND ASSUMPTION OF LEASE IN SHORELINE, WA
31.	HAGGEN OPCO NORTH, LLC	SUPERVALU	TRANSITION SERVICES AGREEMENT
32.	HAGGEN, INC.	THE ULTIMATE SOFTWARE GROUP, INC.	INTERSOURCING SERVICE MODEL AGREEMENT
33.	HAGGEN, INC.	TOLT SOLUTION, INC.	IT SYSTEMS SERVICES CONTRACT
34.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
35.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
36.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	PRODUCT AGREEMENT (UNEXECUTED, EXCEL FILE)
37.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	AMENDED API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
38.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	ADMINISTRATIVE SERVICES AGREEMENT
39.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	LETTER OF COMMITMENT TO PARTICIPATE IN API SERVICES
40.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	TOPCO ASSOCIATES LLC INTERCHANGE PROGRAM
41.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	AMENDED API MEMBER AGREEMENT FOR PHARMACY PRODUCTS
42.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	LETTER AGREEMENT FOR EX-PIC PROGRAM
43.	HAGGEN, INC.	TOPCO ASSOCIATES, LLC	MEMBER PARTICIPATION AGREEMENT
44.	HAGGEN, INC.	TRIPLE B (CHARLIE'S PRODUCE)	SUPPLY AGREEMENT

#	Haggen Entity	Contract Counterparty Name	Contract Description
45.	HAGGEN, INC.	TRIPLE B (CHARLIE'S PRODUCE)	LEASE RE: 3800 FIRST AVE. SOUTH
46.	HAGGEN, INC.	ULTIMATE SOFTWARE GROUP	SUPPLEMENT TO INTERSOURCING SERVICE MODEL AGREEMENT
47.	HAGGEN, INC.	UNITED STATES BAKERY	SCAN-BASED TRADING AGREEMENT: RETAILER SOURCED (CONSIGNMENT SALES)
48.	HAGGEN OPERATIONS HOLDINGS, LLC	VALUELINK, LLC	GIFT CARD POCESSING AGREEMENT