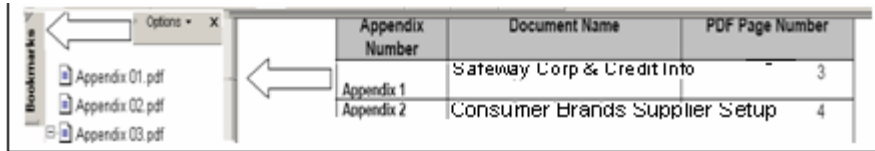


NOTE: To find the document you may need, use this PDF page number listing or use the bookmarks to the left



**Packaging, Ingredients, Commodities (PIC) Consumer Brands
Forms Appendices Location**

Appendix Number	Document Name	PDF Page Number
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CHECKLIST FOR NEW PACKAGE, INGREDIENTS, AND COMMODITIES SUPPLIERS SETUP

Once you have been selected to become a Safeway supplier, please send back the following mandatory documents to your Corporate Sourcing Contact:

- _____The Consumer Brands Supplier Setup/Update Request.
- _____A signed Continuing Commodity Guaranty and Indemnity Agreement (“CCG”).
- _____A completed W-9 form with your company’s tax identification number.
- _____A signed acknowledgement of Supplier Handbook Content knowledge.
- _____A signed Certificate of Liability Insurance (“COI”).
- _____A broad Form Vendor’s Endorsement (ISO Form CG 2015)
- _____A sample of your company’s invoice form.

There may be additional forms required. Please check with your Corporate Sourcing Contact for other prerequisites.

Duns#: 00-913-7209**Credit Bank**

Bankers Trust Company
300 So. Grand, 41st Floor
Los Angeles, CA 90071

Contact Officer

Thomas Foley, Relationship Manager
(213) 250-8205

Safeway, Inc
Lucerne Foods

Depository Bank

Bank of America NT & SA Acct. #1233303048
Corporate Banking 5352
555 California Street, 41st Floor
San Francisco, CA 94104

Contact Officer

Geri Evans, PMA
FAX ONLY (214) 209-9390

Federal Tax ID#: 94-3019135**Federal Tax ID#: 94-2617136****SAFeway SUPPLIER REFERENCES**

Pepsi Cola Company
Supplier Services
1 Pepsi Way
Somers, NY 10589
Phone: 800.444-8601 ex 2
Disbursements Dept.

Oakwood Corporate Housing
Mary Younger
1943 Rutan Drive
Livermore, CA 94550
Phone: 800.400.3636

Johnson & Johnson
Melissa Petiet-Sr. Credit Analyst
15615 Alton Parkway, Suite 450
Irvine, CA 92618
Phone: 908.904.3478
Fax: 908.904-3794

Kimberly Clark
Sales
2100 Winchester Road
Neenah, WI 54956
Phone: 920.721.2000

Duracell
Joanne Evanchick – Team Leader
6800 Koll Center Parkway, Suite 160
Pleasanton, CA 94566
Phone: 800.544.0047

Dole Fresh Fruit Company
Robin Dobeasky-VP Western Division Sales
1 Dole Drive
WestLake Village, CA 91362
Phone: 818-874-4000

Revised 12/6/04

Consumer Brands Vendor Setup/Update Request

Select item to the right →

ADD VENDOR-REMIT TO-DELIVER FROM

VENDOR (Order From)			
Vendor Type:	Regular--Bank ID 888	Int. Co. Flag ⇒	External
Vendor #	Vendor Email Addr		
Vendor Name:			
Address 1:			
Address 2:			
Address 3:			
City, State, Country			Zip Code ⇒
Freight Zone	Geo Code		
P.O. Phone #	P.O. Fax #		
1099 Vendor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Tax ID/ S.S. #
Are you purchasing Finished Goods/Packaging/Ingredients		<input type="checkbox"/> Yes	<input type="checkbox"/> No
**If yes, what item number or description are you buying?		If Yes, attach C.C.G./ Proof of Insurance	
Vendor Terms:	Discount %	Discount Days	Net Days

REMIT TO (Payment Mailed To)			
Remit #			
Remit Name:			
Address 1:			
Address 2:			
City, State, Country			Zip Code ⇒
Vendor Pay Type	MAL (Mail)	EDI contact name and phone number ⇒	

DELIVER FROM (Ship Point)			
Deliver From #			Vendor
Deliver From Name:			
Address 1:			
Address 2:			
Address 3:			
City, State, Country			Zip Code ⇒
Freight Zone	Geo Code		
Ship From Phone #	Ship From Fax #		
Ship Method	Road	Auto Pay Vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tolerance Amount:	FOB	Origin	FOB Description
Duns #			

CONTINUING COMMODITY GUARANTY AND INDEMNITY AGREEMENT TERMS AND CONDITIONS

I. Warranty, Guaranty and Indemnity

In consideration of the purchase, from time to time, by Safeway Inc. or any entity which is now or hereafter becomes its direct or indirect affiliate or subsidiary (collectively "Buyer") of goods and/or services (together, "Goods") from the undersigned ("Seller") or its agents, affiliates, parents, or subsidiaries ("Seller Parties"), Seller, on behalf of itself and the Seller Parties, hereby makes, undertakes, and enters into this Continuing Commodity Guaranty and Indemnity Agreement ("Agreement"). **Seller hereby:**

A. Represents, warrants, and guarantees that, as of the time of delivery, all Goods shall: (i) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and regulations adopted thereunder (the "FD&C Act"); (ii) not be articles that are prohibited, under the FD&C Act or any successor thereto, from being introduced into interstate commerce; (iii) not be adulterated or misbranded within the meaning of, or in violation of, any disclosure or warning required under the pure food and drug or health, safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such shipment or delivery; (iv) be in compliance with all other applicable federal, state, and local laws and regulations; and (v) be merchantable and fit for their intended purpose, and pass without objection in trade;

B. Represents and warrants that it has, or immediately prior to delivery shall have, title to all Goods and all rights necessary to transfer such rights and title to Buyer free of any lien, pledge, hypothecation or other encumbrance, including but not limited to all patent, copyright, trademark, service mark, and trade secret (collectively, "Intellectual Property") rights required or appropriate for its manufacture of Goods, sale of Goods to Buyer, and use or sale of Goods, as contemplated, by Buyer;

C. Agrees to provide, with respect to all Goods, all warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249.5, et seq. ("Proposition 65") (which requires that anyone who, in the course of doing business in California, knowingly or intentionally exposes an individual to chemicals known to the State to cause cancer or reproductive toxicity, give clear and reasonable warning of the presence of such chemicals) and any similar applicable law.

D. Agrees to indemnify, hold harmless, and, if requested by Buyer, to defend Buyer from and against any and all claims, demands, lawsuits, actions, proceedings, liabilities, fines, penalties, imposts, fees, costs, losses, and expenses (including, without limitation, reasonable attorney fees and costs) brought against or incurred by or on behalf of Buyer and/or Goods:

1. Arising out of or pertaining to any breach or alleged breach by Seller of paragraphs IA, IB, or IC above;

2. For or because of the injury, illness and/or death of any person or animal, or loss of or damage to any property (including, without limitation, any judgment rendered against or settlement paid by or on behalf of Buyer in any such action), that arises out of or pertains to (i) the handling, shipment, delivery, consumption or use of any Goods sold or delivered by Seller Parties to Buyer, or (ii) any work performed by Seller Parties on Buyer's premises.

3. Notwithstanding any provision hereof to the contrary, Seller provides no indemnity under this Agreement against liability arising out of the sole negligence or intentional misconduct of Buyer.

E. Agrees that, in the event that Goods, or any of them, violate or infringe upon the Intellectual Property rights of a third party, Seller shall obtain for Buyer all rights necessary for Buyer to lawfully continue using or selling the Goods as contemplated (or shall obtain for Buyer the opinion of an attorney acceptable to Buyer that such use or sale is lawful), and shall repurchase from Buyer, at Buyer's cost, Goods that Buyer cannot reasonably and lawfully sell or use as contemplated due to such infringement or violation.

II. Seller provides no warranty under paragraphs IA or IB (nor indemnity under paragraph ID) of this Agreement against the adulteration or misbranding of any Goods within the meaning of the FD&C Act or any other applicable laws or ordinances which occurs after delivery to Buyer and is not caused by any act or failure to act on the part of Seller (provided that any adulteration or misbranding which is found to exist after delivery and which is caused by any defect in the processing or packing of Goods or by any defective condition of any raw materials used in the processing or packing of Goods or by any defect in the container in which Goods are packed by Seller shall be deemed to have existed at the time of delivery);

III. Buyer shall provide reasonable notice to Seller of any seizure of Goods or service of process in any proceeding or action alleging any act or omission contrary to the requirements of paragraphs IA, IB, or IC above.

IV. Purchase Orders; Documents; Sales

Buyer may place purchase orders ("Orders") hereunder by Electronic Data Interchange (EDI), by facsimile, or by other written means. Seller shall comply with all Buyer billing, payment, pricing, and document rules, as set forth in the Safeway Supplier Handbook (which may be downloaded at a hyperlink from <http://www.safeway.com/suppliers>) as it may be revised from time to time. Neither the terms of the Order nor this Agreement shall be modified by any terms set forth in an invoice or other shipping document.

V. General Specifications

A. Buyer may, from time to time, post safety, quality, logistical, and other specifications and requirements

generally applicable to vendors, products, or services of a particular category or type ("General Specifications") on Buyer's web site, at <http://www.safeway.com/suppliers/> and hyperlinks therefrom. Seller shall comply with any and all applicable General Specifications, the then-current version of which shall be deemed for all purposes to be terms of each Order. Buyer may, from time to time, by twenty (20) days advance notice to Seller, either electronically or by U.S. mail, revise such General Specifications; Seller shall promptly notify Buyer of any revised General Specifications with which it is unable to comply. In the event that Seller is not able, or otherwise fails, to comply with any General Specification, Buyer shall have the option, in its sole discretion, of terminating any purchasing arrangement or agreement Buyer may have with Seller, and such termination shall not constitute a breach of any such arrangement or agreement.

B. Seller shall, at Seller's expense, package, mark, and document all Goods in accordance with good commercial practices, and shall be responsible for any additional cost Buyer may incur resulting from Seller's failure to do so. Seller shall use only GMA #1 (or better) four-way entry pallets for purposes of its performance hereunder, and shall insure that all containers, pallet tags, bills of lading, and invoices include proper information, in accordance with Buyer's specifications, including (but not limited to) Safeway's Order number, product number, quantity, shipment date, names and addresses of Seller and Buyer, item description, and such UPC's as Safeway shall designate.

VI. Shipment; Delivery

A. The "Ship To Arrive By Date" may be changed only with the written consent of Buyer. Buyer may cancel, without cost or further obligation to Seller, any shipment not actually delivered in accordance with the applicable Order by its "Ship to Arrive By Date." Seller shall notify Buyer promptly if any part of any Order cannot be delivered to the delivery point by its "Ship To Arrive By Date." Seller shall ship late or back-ordered shipments only to the extent expressly authorized, in each instance, by Buyer.

B. Seller shall be responsible for all expenses of delivering the Goods to the "Ship-To" address, stacked, sorted, segregated, and palletized on Buyer's loading dock. Except as otherwise stated in the applicable Order, delivery of the Goods will occur, and risk of loss will pass, only when conforming Goods are received by Buyer or its agent in accordance with the applicable Order and Buyer's employee or agent has signed the bill of lading or other shipping document acknowledging such receipt. If the Order designates an FOB sale with delivery to a navigable port or carrier for shipment, the terms of sale and delivery will be DDP Vessel Incoterms 2000.

C. To the extent requested by Buyer, Seller shall be responsible for making all claims with the carrier for all losses or damages and/or rework expenses.

VII. Payment

A. Unless otherwise agreed in writing between the parties, payment shall be on the terms stated in the Order and the due date of each payment shall be calculated from the date of delivery.

B. Unless otherwise stated, Buyer's purchase is for resale and Seller's pricing should not include sales, use, or like taxes. If applicable, Buyer will provide Seller, upon request, tax exemption (resale) certificates for those states where deliveries are to be made. Seller's invoicing Buyer for any tax or fee shall constitute a warranty that Seller is duly registered with the agency which levies the tax or fee. If Seller does not remit the tax or fee to the appropriate agency, or if the same tax or fee is subsequently assessed against Buyer, Seller shall reimburse Buyer for all amounts of tax or fee Buyer has remitted to Seller and Seller shall defend, indemnify and hold Buyer harmless against all losses, fines, penalties, interest and expenses (including reasonable attorneys' fees) related in any way to such unpaid tax or fee.

VIII. Rejection (and Revocation of Acceptance) of Non-Conforming Goods

Buyer, at its sole option, may (within a reasonable time after it has had an opportunity to inspect) reject (or may revoke acceptance of) and either return to the Seller or hold at Seller's risk and expense any Goods that at the time of delivery (a) do not conform to Buyer's specifications, (b) do not otherwise conform to the applicable Order, (c) contain defective or inadequate warnings, labeling, instructions, or safety guards, (d) violate any law, regulation, or court or administrative order, (e) fail to comply with applicable Customs requirements, or (f) infringe any third party's patent, trademark, copyright or other intellectual property right, *provided, however*, that Buyer's failure to reject (or to revoke acceptance of) any Goods shall not relieve Seller of responsibility for any warranty or liability with respect to such Goods under this Agreement or otherwise. Payment of any invoice shall not waive Buyer's right to reject or revoke acceptance of Goods. Seller shall bear all expenses and risks of unpacking, examining, repacking, storing, holding and/or reshipping, returning and any Customs actions regarding any Goods rejected (or whose acceptance is revoked) by Buyer. Buyer's right to reject (or revoke acceptance of) and to return or hold Goods shall, without limiting such right, extend to Goods returned by Buyer's customers for any reason stated in this Section. At Buyer's option, with respect to any Goods that Buyer rejects or revokes acceptance of hereunder, Seller shall refund or credit to Buyer, or Buyer may offset against amounts it owes to Seller, the cost of such rejected Goods.

IX. Recalls; Tainted Products Claims

A. If Goods, because of a condition which existed at the time of delivery (or which results from such condition), are the subject of a recall (or safety notice) initiated by Buyer, Seller, or a government or consumer protection agency, Seller shall be responsible for all reasonable costs and expenses associated with the recall or notice and shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer in

recalling, publishing notices about, shipping, and/or destroying such Goods (and, where applicable, any products with which such Goods have been packaged, consolidated or commingled) at Buyer's net landed cost therefor, including refunds to customers.

B. Upon learning or receiving notice of a credible claim or potential claim of a defect in, or tampering with, any Goods, Seller shall promptly notify Buyer and, if appropriate, contact the FDA and/or other appropriate government agency, and shall immediately conduct at its expense sufficient analyses of such Goods to reliably determine the accuracy of such claim and the cause of any such defect or tampering.

C. The parties shall assist each other in all reasonable ways to resolve any claims involving Goods subject to a recall or safety notice.

X. Trademarks; Trade Dress; Service Marks

All trademarks, service marks, and trade dress of Buyer ("Buyer Trademarks") shall be and remain the property of the owner thereof, notwithstanding any provision of this Agreement. Seller shall not use Buyer Trademarks in connection with the sale or endorsement to any third party of any goods or services without the express prior written consent of Buyer. Seller shall issue no press release, article, or other publication with respect to transactions under this Agreement without the prior approval of such publication by Buyer. Seller acknowledges that violation of this provision may cause irreparable harm to Buyer, and shall entitle Buyer to equitable relief, including injunction, in addition to all remedies available at law.

XI. Labeling and Packaging

Seller shall not pack Buyer-branded goods until Buyer has approved the applicable package and label design ("Approved Packaging"). In the event that changes to the Approved Packaging are required by Buyer or by applicable law, or in the event that Seller ceases, for any reason, supplying certain Goods hereunder, Seller shall cease ordering or producing the discontinued Approved Packaging ("Discontinued Packaging") except as may be reasonably necessary to complete production and packaging of Goods as ordered by Buyer, and shall make good faith efforts to terminate any Orders for Discontinued Packaging previously made but not yet delivered.

XII. No Salvage

Seller shall not, and Seller shall instruct its carrier and agents that they shall not, without the prior written consent of Buyer: (a) cause, suffer or permit the transfer, sale or disposal of any Goods bearing Buyer Trademarks to any third party, including, without limitation, any insurance company; or (b) offer to sell, transfer or dispose of any such Goods, whether as salvage or otherwise.

XIII. Compliance with Laws and Standards

A. Seller represents and warrants that: (i) it is a legal entity duly organized and in good standing under the laws of the state (or other governmental entity) of its

organization, with full capacity to sue and to be sued; (ii) it is authorized to enter into and be bound by the terms of this Agreement; and (iii) neither this Agreement nor Seller's performance hereof shall be a violation of applicable law or the terms of any material contract, instrument or agreement between Seller and any third party.

B. Seller represents and warrants that the Seller Parties (i) shall comply with all applicable laws and local government regulations regarding labor, child labor, minimum wage, living conditions, overtime, working conditions, and the environment, and (ii) shall not use forced prison labor or the labor of children under the age of 14. Seller further agrees to comply with the Vendor Code of Conduct set forth in the Safeway Supplier Handbook, as it may be amended from time to time.

C. Seller agrees to provide such information as Buyer may reasonably request to enable Buyer to comply, and to facilitate Buyer's compliance, with applicable federal, state, and local statutes, rules, regulations, ordinances, orders, and other imperatives (collectively, "Requirements"). Seller further agrees to comply with such rules as may be promulgated by Safeway with respect to such Requirements. Seller warrants, now and as of the time of each shipment of Goods hereunder, that such information as it shall provide to Buyer under this Section XIII.C shall be true, accurate, and complete in all material respects.

D. Seller agrees to notify Buyer, in writing, of any Goods that contain a chemical listed by the State of California pursuant to Proposition 65 that is not exempt from the warning requirement under Section 25249.10, and such notice shall include: the product name; the listed chemical(s); and the warning statement that Seller shall provide with such Goods.

XIV. Insurance

A. Seller shall obtain and maintain, at its expense for so long as it shall provide Goods hereunder, a policy or policies of Commercial General Liability insurance (including product and completed operations, personal and advertising injury and contractual liability coverage) covering the Seller Parties with minimum limits of \$2,000,000 per occurrence and Products and Completed Operations coverage written on an occurrence form with minimum limits of \$2,000,000 per occurrence. Each such policy shall be underwritten by insurers rated "A-" or better by A.M. Best Company. If Seller's employees enter Buyer's premises, Seller shall obtain and maintain, at its expense and for so long as such employees shall conduct such operations, a policy or policies of Workers' Compensation insurance with statutory limits and Employers' Liability (Stop-Gap Liability) insurance with minimum limits of \$2,000,000 and Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned, non-owned, and hired vehicles.

B. Seller will provide Certificates of Insurance naming Buyer as "Additional Insured," with respect to General Liability and Auto Liability policies, and shall cause a Broad Form Vendor's Endorsement (ISO Form CG2015) in favor of Buyer to be attached to such policies. Seller shall provide such Certificates of Insurance upon execution hereof, and shall provide updated Certificates of Insurance when coverage is

renewed or materially changed and as may be requested from time to time by Buyer.

C. Policy limits will not be reduced, terms changed, or policy canceled upon less than thirty (30) days prior written notice to Buyer. Seller's insurance will be primary with respect to all obligations assumed by the Seller pursuant to this Agreement. It shall be the responsibility of the Seller to ensure that all of its agents, representatives, subcontractors and independent contractors comply with the above insurance requirements. Insurance coverage and limits referred to above will not in any way limit the liability of the Seller.

XV. General Terms

A. This Agreement shall be governed by and construed in accordance with the laws of the U.S. state where Goods are to be delivered hereunder, exclusive of the conflict of laws provisions thereof (provided however that, with respect to Goods delivered to Safeway outside of the U.S., this Agreement shall be governed by and construed in accordance with the laws of the State of California and Seller hereby consents to the jurisdiction and venue of the federal and state courts located therein). In the event that any term or provision hereof is held by a court having competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severable, and the remainder hereof shall remain in full force and effect. Seller shall remain bound by this Agreement notwithstanding any assignment or attempted assignment by Seller of its interests herein. This Agreement shall be and remain binding upon the parties hereto and their respective successors and assigns.

B. No amendment, modification or waiver of any term of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of

the party against which such amendment, modification or waiver is sought to be enforced. This Agreement applies in addition to, and not in lieu of, any other applicable representations, warranties, guarantees, indemnities, or other agreements between Buyer and Seller, and shall not be deemed to be modified or otherwise affected by any agreement hereafter entered into by Seller and Buyer unless specific reference to this Agreement is therein made and such modification is signed by duly authorized representatives of each party hereto.

C. Buyer may, from time to time, upon not less than sixty (60) days prior written notice to Seller, modify any one or more term(s) of this Agreement; if Seller reasonably objects to any such modification, Seller will so notify Buyer and the parties shall use commercially reasonable efforts to negotiate a resolution of such differences; provided, however, that if such resolution is not achieved, Buyer shall have the option, in its sole discretion, of terminating any purchasing arrangement or agreement Buyer may have with Seller, and such termination shall not constitute a breach of any such arrangement or agreement. Shipment of Goods hereunder at any time after such sixty (60) days shall constitute acceptance on the part of Seller of such modification unless Seller has notified Buyer before such shipment of its objection to such modification.

D. This Agreement shall be effective as of the date of execution by Seller, and shall continue in effect with respect to all Goods purchased or ordered by Buyer from Seller or a Seller Party until revoked, in writing, by Buyer. Notice of the acceptance of this Agreement is hereby waived by Seller. When executed (without modification) by Seller and delivered to Buyer, this Agreement shall supercede any previous Continuing Commodity Guaranty executed by Seller for the benefit of Buyer.

Please Fill Out Completely

Dated: _____, 20____

By _____

Seller

(Company, Partnership or Business Name—please print or type)

(Type or Print Name of Seller's Representative)

Address of Seller

Title:

(Street and Number)

(Please observe instructions below)

(City) (State) (Zip)

Instructions:

1. If Seller is an individual, sign individual name as the proprietor and give tradename, if any.
2. If Seller is a partnership, one general partner must sign in the partnership name.
3. If Seller is a corporation, an officer must sign and indicate title.
4. In all cases, the Agreement must be dated and the Seller's address filled in.
5. Following execution of this Agreement, please return it to Safeway Inc.



Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Acknowledgement of Supplier Handbook Content

I, _____, an authorized representative from company
_____ acknowledge that I have read the Supplier Handbook and
understand its content.

Date

Signature

Name and Title

Address

NOTICE OF COST CHANGES - Packaging_Ingredients_Commodities					(version 12/18/2006)	Vendor's Cost Change # (optional):			
Safeway requires 30 days notice on all Cost Changes						EFFECTIVE ORDER DATE:			
This cost change applies to all Safeway plants									
Yes <input type="checkbox"/> No <input type="checkbox"/>									
If no, specify plant(s) included				Supplier Name:					
<input type="checkbox"/> Cost Decline									
<input type="checkbox"/> Protected									
<input type="checkbox"/>									
Safeway Contact:				Notice Date:					
							***** Safeway Use Only *****		
Safeway Adage #	SFY Plant	Old Cost	New Cost	Eff Date MMDDYY	Item Description	Pack & Size	Reason for cost change	Old Vndr List BG	New Base Retail (by ROG)
Safeway Use Only (Initial & Date)					***Safeway Use Only***				
MNC									
Procurement Buyer									
Pricing									
Procurement Buyer to File									



SAFEGWAY INC.

Strategic Sourcing & Supply Chain Strategies, CA

fill in green fields only

EFFECTIVE ORDER DATE:

SUPPLIER NAME:

NOTICE DATE:

AGR NUMBER:

COST INCREASE AUTHORIZATION FORM - Pkg_Ingredients_Commodities

version 12/18/2006

CASE UPC or ADAGE ITEM#	DESCRIPTION	Pack & Size	**ANNUAL CASES or approp. UOM	OLD COST	OLD ANNUAL SPEND	NEW COST	NEW ANNUAL SPEND	ANNUAL \$ DIFFERENCE	% DIFF	Dist. Center
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
0	0	0		\$0.00	\$ -	\$0.00	\$ -	\$0.00	0%	0
			TOTAL:	\$	-	\$	-	\$	-	0%

****Base Annual Cases or appropriate UOM on most recent 52 weeks of shipments:**
 List specific time period used: (example: 08/01/03 - 07/31/04)

MANDATORY Describe below the reason for this increase:

SAFEGWAY USE ONLY

APPROVALS:

Sourcing Buyer

Group Manager:

Director:



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]*

Please check one:

Warehouse

Direct-Store-Delivery

Warehouse & Direct Store Delivery

1.0 Provide information about supplier prior to the change of control (HEADQUARTERS):	
Name:	
Address:	
City, State, Zip:	
Key Contact Person:	
Phone Number:	
Fax Number:	
E-mail Address:	
Subsidiaries:	
Divisions:	
Tax ID:	
D&B D-U-N-S No:	
Safeway-assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>

1.1 OLD Broker Representative Information (if supplier has more than one broker representative prior to the change of control, please attach separate sheet for each market):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
For Safeway use only: What is WIMS-broker number & outlet?	



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]*

2.0 Provide information about NEW (acquiring) Company (HEADQUARTERS):		
Name:		
Address:		
City, State, Zip:		
Key Contact Person:		
Phone Number:		
Fax Number:		
E-mail Address:		
Subsidiary:		
Divisions:		
Tax ID:		
D&B D-U-N-S No:		
List the entity and product line(s) (attach additional sheet(s) if required)	Entity	Product/Brand name being purchased
Is your company currently a Safeway supplier?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, provide Safeway's assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>	
If NO, do not continue. You need to be set up as a new supplier. Refer to instructions on "How to Become a Safeway Supplier" in the handbook.		

2.1 NEW Broker Representative Information (if there is more than one broker representative, please attach separate sheet for each market):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
For Safeway use only: WIMS-broker number & outlet	



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]*

This section must be completed if products or operations have been, or will be, discontinued or divested in response to a Federal Trade Commission (FTC) requirement or objection.

3.0 Divestiture of Product Company Information:		
Name of acquirer of divested product or operation:		
Address:		
City, State, Zip:		
Key Contact Person:		
Phone Number:		
Fax Number:		
E-mail Address:		
Subsidiary:		
Divisions:		
Tax ID:		
D&B D-U-N-S No:		
List the entity and product line(s) that have been or will be discontinued or divested (attach additional sheets if required)	Entity	Product/Brand name being purchased
Is your company currently a Safeway vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, provide Safeway's assigned vendor number(s):	<i>Contact Safeway Procurement Specialist for your vendor number.</i>	
If NO, do not continue. Your company needs to be set up as a new supplier. Refer to instructions on "How to Become a Safeway Supplier" in the handbook.		



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Supplier Merger/Acquisition/Divestiture of Product Form
[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]

3.1 NEW Broker Representative Information (if the acquiring entity will have more than one broker representative, please attach separate sheet for each broker representative):	
Broker Name:	
Broker Address:	
Broker City, State, Zip:	
Name of Account Executive:	
Phone Number:	
Fax Number:	
E-mail Address:	
Market	
Safeway Division	
<u>For Safeway use only:</u> WIMS-broker number & outlet	

4.0 Merger/Acquisition Information		
4.1 Date of Acquisition:		
4.2 Will company names remain the same?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.3 If NO, what is new company name?		
4.4 Date Safeway will be doing business with the new company:		
4.5 Did you acquire the entire business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.6 If NO, list the entity or product line(s) you acquired (additional product information will be required below).	Entity	Product Line



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]*

5.0 Other Information Required:	
5.1 Item List /Price Sheet:	<ul style="list-style-type: none"> Provide item list and explain how prices will be honored.
5.2 Promotional Allowances & trade discounts that have been previously offered to Safeway:	<ul style="list-style-type: none"> Explain how they will be honored. A new Safeway Notice of Promotion Allowances (NOPA) for existing offers must be provided to Manager of National Categories (MNC) to document the new billing address, and must be signed by your sales representative.
5.3 Supply Points:	<ul style="list-style-type: none"> Provide complete list of direct plant ship points and/or public warehouses servicing Safeway distribution centers. Provide any changes to supply points or consolidation of supply points. Provide transition date
5.4 Direct Plant Shipments:	<ul style="list-style-type: none"> If Safeway is participating in DPS, will the supplier continue to honor? Will terms of DPS be changing?
5.5 Shipping Platform:	<ul style="list-style-type: none"> Provide type of programs for pallet exchange, wooden pallet purchase, chep or slipsheets.
5.6 Pick-up Allowance rate:	<ul style="list-style-type: none"> Provide written agreement of your current pick-up allowance rate.
5.7 FOB changes:	
5.8 Order Requirements:	<ul style="list-style-type: none"> Min/Max for Deliveries _____ Min/Max for Pick-ups _____
5.9 Transition Date for Purchase Orders:	<ul style="list-style-type: none"> Explain how interim PO's will be forwarded to the new entity and what the timing will be.
5.10 Transition Date of Invoices:	<ul style="list-style-type: none"> Date when Safeway can expect to receive invoices under the acquired company.
5.11 Is your company currently participating in Safeway's VMI/CRP Program?	If Yes, provide list of categories within each division.



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Supplier Merger/Acquisition/Divestiture of Product Form

[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]

6.0 NEW Invoice Remit-To Address:	
Important: Written notice must be sent to:	Safeway Inc. National Accounting Service Center Warehouse Accounts Payable – Mail Stop 9090 P. O. Box 29071 Phoenix, AZ 85038
Company Name:	
Address:	
City, State, Zip	
D&B D-U-N-S No:	
Accounts Receivable Contact:	Name:
	Title:
	Phone:
	Email:



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Supplier Merger/Acquisition/Divestiture of Product Form *[This Form must be completed on or before the date sixty days after close of the change-of-control transaction.]*

7.0 EDI Vendor Change Request (Fax copy to Safeway Electronic Data Services at (925) 469-7061)			
7.1 Vendor Information			
Partner Company Name(s):			
Communication IDs:	ISA:	GS:	
Contact Name:			Title:
E-mail Address:			
Phone:			Fax:
7.2 Description of Change			
Date of transition:	Note: Invoices from acquired company MUST be received before transition date.		
Date last PO to be written:			
Are products to be transferred to acquiring company?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach list of items with GTIN.		
Will acquired company become a division?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
ID Changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes to either question, go to step 4.		
Additional Information (below):			
7.3 Acquisition Information – All Acquisitions must be communicated on company letterhead. CRP/VMI: Adding new acquisition produce line to present CRP ordering MUST be approved by buyer or EDS department.			
Acquired company information:			
Company Names(s):			
Communication IDs:	ISA:	GS:	
7.4 If ANY of the following values are changing, PLEASE specify:			
Communication Information:			
	Present Value	Change To	Timing (Time Zone)
ISA ID:			
GS ID:			
Network:			
Duns Numbers			
Remit-To:			
Ship From:			



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Supplier Merger/Acquisition/Divestiture of Product Form ***[The acquiring company must complete this form.]***

This Supplier Merger/Acquisition/Divestiture of Product Form should be completed and signed by any entity (the "New Supplier") that acquires or assumes control of an approved Safeway Supplier. By signing this Form in the space provided below, the New Supplier certifies that the information provided above is, to its knowledge, complete and accurate. The New Supplier further agrees to perform all the duties and to be bound by all the terms and conditions of any and all agreements ("Prior Agreement") between Safeway Inc. (and/ or its direct and indirect subsidiaries) and the acquired Safeway Supplier, including, without limitation, Safeway's Continuing Commodity Guaranty and Indemnity Agreement. Assignment of the Prior Agreements to New Supplier and New Supplier's approval as a Safeway supplier are subject to the approval of Safeway, in its sole discretion.

"New Supplier"

By: _____

Its: _____