

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN LOCALS 75, 99, 227, 400, 455, 536, 540, 700, 876,  
951, 1059, 1529, 1564, 1995, 1996, 2008, 2MO, 1546S, and I776KS  
OF THE UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION AND THE KROGER CO.**

The Kroger Co. (“Kroger”) and the Local Unions of the United Food and Commercial Workers International Union (“Local Unions”) that are signatories hereto agree to execute this Amendment to extend the term of the Memorandum of Understanding (“MOU”), attached hereto as Exhibit A, through June 30, 2033 (“Extended Term”), with all provisions of the MOU remaining in effect, except as noted below. In addition to executing this Amendment to extend the term of the MOU through June 30, 2033, the parties are executing this Amendment to establish an obligation for Kroger to contribute to the UFCW International Union-Industry Variable Annuity Pension Fund (“Industry VAPF”) amounts necessary when combined with Contributions required under the MOU to fund the Industry VAPF benefits reflected below and further described in the Consent Resolution entered into by the Industry VAPF’s Board of Trustees, attached as Exhibit B.

1. Effective July 1, 2025, the Nominal Accrual Rate for participants covered by this Amendment will be guaranteed at 27.5% of the Benefit Bearing Contribution Rate as defined in Section 1.06 of the Plan (and subject to all other relevant Plan provisions, including Sections 7.04 and 7.05) for the period ending September 30, 2025. If this Amendment is ratified on or before September 30, 2025, the Nominal Accrual Rate shall remain at 27.5% of the Benefit Bearing Contribution Rate for the Extended Term.

2. If this Amendment is not ratified prior to October 1, 2025, the Nominal Accrual Rate shall be guaranteed at 22% of the Benefit Bearing Contribution effective October 1, 2025 and shall increase to 27.5% as of the first of the month following the month in which this

Amendment is ratified (provided such ratification occurs on or before June 30, 2026) for the Extended Term.

3. If this Amendment is ratified on or before September 30, 2025, Kroger shall increase its hourly, weekly or monthly contribution rates effective retroactive to July 1, 2025 for those Local Unions with an AUCR below \$3.25 as of June 30, 2020, to a level that would have resulted in their National Pension Fund accrual rate remaining unchanged if their AUCR was increased from their June 30, 2020 AUCR to \$3.25 for the Extended Term. These additional contributions shall be considered Contributions for purposes of determining the participant's Monthly Employer Contribution Rate (as defined under Sections 1.09 and 1.24 of the Plan document).

4. If this Amendment is ratified after September 30, 2025 but on or before June 30, 2026, Kroger shall increase its hourly, weekly or monthly contribution rates effective as of the first of the month following ratification of this Amendment for those Local Unions with an AUCR below \$3.25 as of June 30, 2020, to a level that would have resulted in their National Pension Fund accrual rate remaining unchanged if their AUCR was increased from their June 30, 2020, AUCR to \$3.25 for the Extended Term. These additional contributions shall be considered Contributions for purposes of determining the participant's Monthly Employer Contribution Rate (as defined under Sections 1.09 and 1.24 of the Plan document).

5. With respect to Participants covered by this Amendment, Kroger guarantees to pay all additional contributions (including, but not limited to, minimum funding contributions required under the Internal Revenue Code) necessary to ensure that there will be no further reductions in the Nominal Accrual Rate based upon 27.5% of the Benefit Bearing Contribution Rate established hereunder (and subject to all other relevant Plan provisions, including Plan Sections 7.04 and 7.05)

through June 30, 2033. These additional contributions shall be considered supplemental contributions and shall not be considered a “Contribution” for benefit accrual purposes (*e.g.*, shall not be considered for purposes of determining the “Benefit Bearing Contribution Rate,” “Monthly Contribution Rate” or “Contribution Rate” as those terms are defined in the Plan document) or for any other purpose (*e.g.*, calculation of a withdrawal liability installment payment schedule).

6. All terms of the MOU, as amended and extended hereby, are subject to negotiation as of June 30, 2033.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Memorandum of Understanding to be duly executed as of the day and year written below.

LOCAL 75 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 99 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 227 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 400 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 455 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 536 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 540 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 700 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 876 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 951 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1059 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1529 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1564 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1995 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1996 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 2008 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 2MO OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1546S OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_ Date \_\_\_\_\_

LOCAL 1776S OF THE UNITED FOOD AND COMMERCIAL WORKERS

By \_\_\_\_\_

Date \_\_\_\_\_

THE KROGER CO.

By \_\_\_\_\_

Date \_\_\_\_\_