

**Table of Contents****Robert L. Edwards**

Mr. Edwards was party to an employment agreement with AB Management Services Corp., a subsidiary of the company, dated December 15, 2014 (the "Edwards Employment Agreement"). The Edwards Employment Agreement became effective as of the closing date of the Safeway acquisition. Pursuant to the Edwards Employment Agreement, Mr. Edwards served as President and Chief Executive Officer of the company, and certain of its subsidiaries. Mr. Edwards' annual base salary was \$1,500,000 and he was eligible to receive a bonus under a plan established by the company with a target bonus of 100% of his base salary and a maximum bonus of 200% of base salary. The Edwards Employment Agreement also provided for the grant of Series 1 Incentive Units described above under "—Incentive Plans—Incentive Unit Plan." If Mr. Edwards' employment would have been terminated by us without Cause or by him for Good Reason, subject to his execution of a release, Mr. Edwards would have been entitled to a lump sum severance payment equal to two times the sum of his base salary and the target bonus, and reimbursement of the cost of continuation coverage of group health coverage for 18 months; but if the termination was within 24 months of the closing of the Safeway acquisition, the severance amount would not be less than he would have received under the Safeway Executive Severance Plan for termination following a "Change in Control."

For the purposes of the Edwards Employment Agreement, "Cause" generally meant:

- conviction of a felony;
- acts of intentional dishonesty resulting or intending to result in material personal gain or enrichment at the expense of the company, its subsidiaries or its affiliates;
- Mr. Edwards' material breach of his obligations under the Edwards Employment Agreement, including but not limited to breach of the restrictive covenants and fraudulent, unlawful or grossly negligent conduct by Mr. Edwards in connection with his duties under the Edwards Employment Agreement;
- personal conduct by Mr. Edwards which materially discredited or materially economically damaged the company, its subsidiaries or its affiliates; or
- contravention of specific lawful direction from our board of directors.

For the purposes of the Edwards Employment Agreement "Good Reason" generally meant:

- a reduction in the base salary or target bonus;
- a material diminution in Mr. Edwards' title, duties or responsibilities (including reporting requirements);
- relocation of Mr. Edwards' principal location of work to any location that was in excess of 50 miles from the location thereof on January 30, 2015 (other than Boise, Idaho) or, if we required him to move to Boise, Idaho, any subsequent relocation that was in excess of 50 miles from the location of the company in Boise, Idaho; or
- a material breach of the Edwards Employment Agreement or an equity award agreement by the company or any of its subsidiaries.

On April 9, 2015, the company, AB Management Services Corp. and Mr. Edwards entered into the Director and Consultancy Agreement which superseded the Edwards Employment Agreement. See "Certain Relationships and Related Party Transactions."

**Robert B. Dimond and Justin Dye**

During fiscal 2014, Messrs. Dimond and Dye were parties to employment agreements with AB Management Services Corp. and NAI, respectively, that are dated September 9, 2014 and March 21,