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2013, respectively, each as amended (the "Executive Employment Agreements"). On September 21, 2015, each of Messrs. Dimond and Dye and the company entered into amended and restated Executive Employment Agreements which, effective upon the consummation of the IPO-Related Transactions, will reflect the assignment of their employment and Executive Employment Agreements to the Company. The Executive Employment Agreements both currently provide for a term through the third anniversary of the closing of the Safeway acquisition. The Executive Employment Agreements provide for an annual base salary of \$700,000 for Mr. Dimond and \$750,000 (increased to \$800,000 under the amended and restated agreement) for Mr. Dye, and both executives are eligible to receive an annual bonus targeted at 60% of his annual base salary.

If the executive's employment terminates due to his death or he is terminated due to disability, the executive or his legal representative, as appropriate, will be entitled to receive a lump sum payment in an amount equal to 25% of his base salary. If the executive's employment is terminated by the company without Cause or by the executive for Good Reason, subject to his execution of a release, the executive is entitled to a lump sum payment of his base salary and target bonus for the period from the date of such termination through January 30, 2018, if the termination occurs prior to January 30, 2016, or for a period of 24 months if the termination occurs following January 30, 2016, and reimbursement of the cost of continuation coverage of group health coverage for 36 months.

For the purposes of each of the Executive Employment Agreements, "Cause" generally means:

- conviction of a felony;
- acts of intentional dishonesty resulting or intending to result in personal gain or enrichment at the expense of the company, its subsidiaries or its affiliates;
- a material breach of the executive's obligations under the Executive Employment Agreement, including but not limited to breach of the restrictive covenants or fraudulent, unlawful or grossly negligent conduct by the executive in connection with his duties under the Executive Employment Agreement;
- Personal conduct by the executive which seriously discredits or damages the company, its subsidiaries or its affiliates; or
- contravention of specific lawful direction from the board of directors.

For the purposes of the Executive Employment Agreements "Good Reason" generally means:

- a reduction in the base salary or target bonus; or
- without prior written consent, relocation of the executive's principal location of work to any location that is in excess of 50 miles from such location on the date of the applicable Executive Employment Agreement.

Prior to entering into his Executive Employment Agreement, in connection with the commencement of his employment, Mr. Dimond entered into an offer letter with AB Management Services Corp., dated February 5, 2014. The offer letter provided Mr. Dimond with the same base salary and bonus opportunity provided under his Executive Employment Agreement and the retention bonus described above under "—Bonuses—Special Bonuses." The remaining payments under Mr. Dimond's retention bonus are provided for under his amended and restated Executive Employment Agreement.

Shane Sampson

In connection with the commencement of his employment, Mr. Sampson entered into an offer letter with Albertson's LLC, dated January 16, 2013, pursuant to which he initially served as President, Shaw's and Star Market. The offer letter provided Mr. Sampson with an initial base salary of \$350,000 (increased to \$800,000 effective as of April 12, 2015) and a bonus opportunity of 50% of base salary