

(a) RETENTION BONUS AGREEMENT

This Retention Bonus Agreement (this "Agreement") is made by and between Super Store Industries, a California general partnership ("Employer"), and Blake McNulty, an individual ("Employee").

Recitals

WHEREAS, Employer is in the process of being acquired by C&S Wholesale Grocers, LLC (the "Acquisition").

WHEREAS, Employer desires to retain Employee through the date upon which the Acquisition is completed (the "Closing Date"), to assist Employee with the transition to C&S Wholesale Grocers, LLC. Employer currently anticipates the Closing Date will be no earlier than July 15, 2024, and no later than August 15, 2024. However, nothing in this Agreement shall be construed as providing Employee a date certain for the Closing Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Operative Provisions

1. Retention Bonus. Employee acknowledges that Employer desires to have Employee remain employed until the Closing Date. Accordingly, in the event that Employee remains so employed, Employee shall be entitled to receive a retention bonus equivalent to 17.3 weeks of Employee's current base salary, excluding all incentive compensation, bonuses, overtime, or other benefits, in the amount of thirty-seven thousand sixty dollars and zero cents (\$37,060.00) (the "Retention Bonus"), which amount shall be subject to all applicable taxes and withholding, subject to the following terms and conditions:

(a) In order to be eligible for the Retention Bonus, Employee must remain employed by Employer in their current position, or such other position as may be determined by Employer in its sole discretion, through the Closing Date. Accordingly, if Employee's employment with Employer ceases prior to the Retention Date for any of the following reasons, Employee shall forfeit Employee's right to the Retention Bonus:

(i) Employee's resignation of employment with Employer, for any reason or no reason; or

(ii) The involuntary termination of Employee's employment with Employer for any of the following reasons: (1) Employee's death; (2) Employee's disability which is incapable of being reasonably accommodated by Employer; (3) Employee's commission of an act of dishonesty, fraud, misrepresentation, or moral turpitude; (4) Employee's failure to perform Employee's duties satisfactorily; (5) Employee's refusal or neglect to comply with any lawful or reasonable order given to Employee by Employer; (6) Employer's determination that other "good cause" exists to terminate Employee; or (7) any material breach of this Agreement by Employee

("Cause").

(b) Employee acknowledges and agrees that Employer is offering Employee this Retention Bonus, in part, to incentivize Employee's continued performance through the Closing Date and that such performance is critical to the success of the Acquisition. Therefore, if Employee is absent from work for a period in excess of two (2) consecutive weeks prior to the Closing Date, regardless of the reason for such absence, Employee shall forfeit Employee's right to the Retention Bonus.

(c) If Employer terminates Employee's employment without Cause (as defined in section 1(a)(ii) above) prior to the Closing Date, Employee shall be entitled to receive the Retention Bonus.

(d) If, for any reason, the Acquisition does not close, Employee shall remain employed with Employer on terms and conditions within the sole discretion of Employer and Employee shall not be entitled to the Retention Bonus.

Notwithstanding the foregoing, Employee acknowledges that employment with Employer remains at-will, which means that it may be terminated by Employer or Employee at any time, with or without notice. Nothing in this Agreement shall be construed to alter the at-will nature of Employee's employment with Employer.

2. Confidentiality. Employee agrees to keep the fact that this Agreement exists and the terms and amount of this Agreement completely confidential, except that Employee may discuss this Agreement with Employee's spouse, attorney, accountant, or other professional person who may assist Employee in evaluating or reviewing this Agreement and the tax implications of the same. Any such parties will be deemed to be the agent of Employee for purposes of this Agreement, and if they disclose the terms or amount of this Agreement to any third party, their disclosure will be deemed a breach by Employee. If Employee is required by law to disclose the terms of this Agreement, Employee must immediately, and in no event more than five (5) business days from receipt of a request or order for such disclosure, and prior to any such disclosure, notify Employer so that it may seek appropriate relief from a court or tribunal of competent jurisdiction, at that party's own expense, to prevent such disclosure. Disclosure of the terms of this Agreement by Employee contrary to this provision will constitute a material breach of this Agreement.

3. Breach of Agreement. If Employee materially breaches this Agreement, Employer's obligation to pay the Retention Bonus under this Agreement shall immediately cease.

4. Representation by Attorney. Employee acknowledges that Employee has carefully read this Agreement; that Employee understands its final and binding effect; that Employee has been given the opportunity to be represented by independent counsel in negotiating and executing this Agreement and that Employee has either chosen to be represented by counsel or has voluntarily declined such representation; and that Employee understands the provisions of this Agreement and knowingly and voluntarily agrees to be bound by them.

5. No Reliance Upon Representations. Employee hereby represents and acknowledges that in executing this Agreement, Employee does not rely and has not relied upon

any representation or statement made by Employer with regard to the subject matter, basis or effect of this Agreement, including, without limitation, the tax implications of accepting the Retention Bonus.

6. Attorney's Fees. Each party shall bear its own attorney's fees in the negotiation of this Agreement. Should any action be instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

7. Entire Agreement. This Agreement shall contain the entire agreement between the parties, and it shall not be modified except in writing signed by the party to be bound.

8. Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision shall be interpreted so as best to effect the intent of the parties. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, or other purposes of the void or unenforceable provision.

9. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by both parties and delivered to the other party. For purposes of this Agreement, facsimile, electronic or PDF signatures (including without limitation DocuSign) shall be sufficient and binding on the parties hereto.

10. Governing Law. This Agreement shall be governed by the laws of the State of California.

Dated: 2/19/24

SUPER STORE INDUSTRIES, A CALIFORNIA
GENERAL PARTNERSHIP

By: [Signature]
Will Gaines, VP, Human Resources

Dated: 07/19/2024

[Signature]
BLAKE MCNULTY

