EX-10.17 34 d443350dex1017.htm XXXXXXX XXXXXXXXX AGREEMENT  
Exhibit 10.17  
Execution Copy  
SEVERANCE AGREEMENT  
This Severance Agreement (the “Agreement”), effective as of the date set forth below, is made and entered into by and between U.S. Foodservice, Inc. (the “Employer”) and Xxxx X. Xxxxxxx (the “Executive”).  
AGREEMENT  
In consideration of the foregoing, of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employer and the Executive intend to be legally bound and agree as follows:  
1. Employment At Will. Executive agrees that no provision in this agreement shall be construed to create an express or implied employment contract or a promise of employment for any specific period of time. Executive further acknowledges and agrees that Executive’s employment with the Employer is “at will” and can be terminated at any time by the Employer or the Executive, for any reason or for no reason, but each of Executive and the Employer acknowledge that the consequences of any such termination shall be subject to the provisions of this Agreement. Notwithstanding the foregoing, the Executive agrees to provide the Employer with forty-five (45) days notice of his intent to terminate the employment relationship; provided, however, that such notice period may be waived by the Employer in its discretion, upon request by the Executive.