
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **October 2, 2018 (September 6, 2018)**

Commission File Number	Exact name of Registrant as specified in its charter, Address of principal executive offices and Telephone number	State of incorporation	I.R.S. Employer Identification Number
001-35979	HD SUPPLY HOLDINGS, INC. 3400 Cumberland Boulevard Atlanta, Georgia 30339 (770) 852-9000	Delaware	26-0486780
333-159809	HD SUPPLY, INC. 3400 Cumberland Boulevard Atlanta, Georgia 30339 (770) 852-9000	Delaware	75-2007383

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

On September 10, 2018, HD Supply Holdings, Inc. and HD Supply, Inc. (“HD Supply”) filed a current report on Form 8-K reporting that, effective September 6, 2018, William P. Stengel, Senior Vice President, President and Chief Executive Officer, HD Supply Facilities Maintenance, had separated employment with HD Supply but agreed to remain employed in a temporary capacity through October 1, 2018 to assist in transitioning his responsibilities. This Form 8-K/A is being filed to disclose the material terms of Mr. Stengel’s separation package, the terms of which were not finalized as of the time of filing of the current report on Form 8-K on September 10, 2018.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensation Arrangements of Certain Officers.

On September 28, 2018, in connection with Mr. Stengel’s separation, HD Supply and Mr. Stengel entered into a separation agreement. Pursuant to his separation agreement, contingent upon compliance with the terms and conditions of customary release, non-competition and non-solicitation provisions contained in the separation agreement, together with his agreement to remain employed in a temporary capacity through October 5, 2018 to assist in transitioning his responsibilities, Mr. Stengel will receive two years of salary continuation, a cash bonus based on HD Supply Facilities Maintenance fiscal 2018 performance, and a \$30,552 net-of-tax cash payment in lieu of benefits. He will also retain his company car, laptop and related accessories, and cell phone, at a company cost of approximately \$120,500. Under the terms of the separation agreement, Mr. Stengel’s unvested options to purchase 54,142 shares and 12,408 unvested restricted shares will vest on October 5, 2018.

The foregoing summary of the separation agreement does not purport to be complete and is qualified in its entirety by reference to the separation agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Separation Agreement and Release of Claims, dated September 28, 2018, by and between HD Supply and William P. Stengel.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 2, 2018

HD Supply Holdings, Inc.

By: /s/ Dan S. McDevitt

Dan S. McDevitt

General Counsel and Corporate Secretary

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 2, 2018

HD Supply, Inc.

By: /s/ Dan S. McDevitt

Dan S. McDevitt

General Counsel and Corporate Secretary

SEPARATION AGREEMENT & RELEASE OF CLAIMS

This is a Separation Agreement and Release of Claims ("Agreement" or "Release") between HD Supply, Inc., HD Supply Holdings, Inc., their subsidiaries, affiliates, predecessors, and related entities (hereinafter collectively referred to as the "Company") and **William P. Stengel** (the "Employee").

WHEREAS, Employee is voluntarily ending his employment with the Company; and

WHEREAS, Employee understands that the Company regards the representations by him as material and that the Company is relying on these representations in entering into this Agreement;

NOW, THEREFORE, Employee and the Company agree as follows:

1. **Termination Date.** Employee's last day of employment will be October 5, 2018 ("Termination Date"). However, Employee shall resign from his position as Senior Vice President, President and Chief Executive Officer, HD Supply Facilities Maintenance effective September 6, 2018, and will continue employment in a non-executive officer position through the Termination Date to assist in transitioning his responsibilities. Employee shall not accrue any vacation days or credit subsequent to the Termination Date.
 2. **Separation Payments.** Beginning on the first regular payday for the Company's salaried employees after the 30th day following the Termination Date (the "First Payday"), provided that the Release has become effective and enforceable after the expiration of the applicable revocation period, Employee shall receive separation payments totaling \$1,000,000, subject to applicable tax withholding, paid in equal installments on a bi-weekly basis through the Company's normal payroll process, said separation payments to continue through the earlier of: (a) the full amount being paid, or (b) the first date upon which Employee provides any Services (as that term is defined in Paragraph 11(a) of this Agreement) within the Prohibited Territory (as that term is defined in Paragraph 11(a) of this Agreement) for any person (including Employee), business, partnership, entity or firm that competes with Company Business (as that term is defined in Paragraph 11(a) of this Agreement) without the consent of the Company, or (c) a material breach by Employee of any of the terms of this Agreement. The first installment of the separation payments made on the First Payday shall also include any amounts that have accrued since the Termination Date. All remaining salary continuation payments shall immediately cease and be forfeited upon an event described in Section 2(a), (b) or (c). Employee will notify the Company, in writing, as soon as Employee has accepted employment outside the Company.
 3. **Benefits.** Employee's benefits shall end on the last day of the month in which the Termination Date falls, pursuant to the terms of such plans and applicable law.
 4. **Discretionary Payment.** Employee shall receive a one-time payment equaling \$20,522 on an after-tax basis to assist with healthcare continuation coverage. Such payment shall be made on the First Payday and not later than December 31, 2018.
 5. **Annual Incentive Plan.** After the Effective Date, Employee will receive an Annual Incentive Plan award payment for the 2018 fiscal year based on actual business results for HD Supply Facilities Maintenance. Such payout shall occur as soon as administratively possible after its normally scheduled payout time (but in no event later than April 15, 2019). Such award payment shall be calculated consistently with the Company's current FM Annual Incentive Plan as if the Employee worked for the entire fiscal year.
 6. **Company Vehicle.** Employee has been provided a Company vehicle for his use. The vehicle is a 2017 Land Rover Range Rover Sport. As of the Termination Date, Employee will have the option to purchase this company vehicle for \$1.00 plus applicable taxes and title fees. The Company will provide a gross-up payment to Employee to cover the additional tax on the difference between the purchase price and the fair market value of the car. Such gross-up payment shall be made on the First Payday and not
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later than December 31, 2018. The purchase must be completed no later than seven (7) days following the Termination Date or seven (7) days following the Company's provision to Employee of the paperwork necessary to complete such transaction, whichever is later, but under no circumstances shall the purchase be completed later than December 31, 2018.

7. Stock Awards.

- a. Vested Options. All Employee's options to purchase Company's common stock that are vested and outstanding as of the Termination Date (the "Vested Options") shall remain exercisable through 5:00 p.m. on January 3, 2019, and shall otherwise be controlled by the terms of the plan and award agreement pursuant to which said Vested Options were granted. Any portion of the Vested Options not exercised by 5:00 p.m. on January 3, 2019 will be forfeited and cancelled.
- b. Accelerated Vesting of Restricted Stock and Options. Employee's 846 unvested restricted shares (Award ID 2360), 1,788 unvested restricted shares (Award ID 2608), 1,710 unvested restricted shares (Award ID 3573); 2,758 unvested restricted shares (Award ID 2289), 5,306 unvested restricted shares (Award ID 1556); 6,658 unvested stock options (Award ID 2361); 15,886 unvested stock options (Award ID 2807); 9,858 unvested stock options (Award ID 3579); and 21,740 unvested stock options (Award ID 2298) (collectively referred to as the "Accelerated Equity") are hereby amended to vest on the Termination Date. The Accelerated Equity shall be controlled by the terms of the plan and award agreement pursuant to which the Accelerated Shares were granted, except as modified by this Agreement.
- c. Forfeiture of All Other Unvested Equity Awards. All other unvested equity awards shall be forfeited and cancelled on the Termination Date.
- d. Insider Trading. Employee acknowledges that he may not trade in Company securities while he is in possession of the Company's material nonpublic information, including after the Termination Date, until that information has become public or is no longer material.
- e. 10b5-1 Plan. Any modification or termination of Employee's 10b5-1 plan before the Termination Date should be pre-cleared through the Company's normal pre-clearance channels (via email to hdstradpreclearance@hdsupply.com).

8. Outplacement Services. In lieu of providing outplacement services, the Company shall pay Employee a lump sum amount that after the deduction of applicable tax withholding will result in a net, after-tax payment of \$10,000.00 to Employee. Such payment shall be made on the First Payday and not later than December 31, 2018. The Company shall provide Employee his computer and related accessories, printer, and cell phone on the Termination Date. Employee shall cooperate with the Company to ensure no Trade Secrets or Confidential Information remain on Employee's computer, phone, and/or accessories as of the Termination Date.

9. Release of Claims. Employee and Employee's heirs, assigns, and agents release, waive and discharge the Company and its past and present directors, officers, employees, parents, subsidiaries, affiliates, related entities, and agents and each of its and their predecessors, successors and assigns from each and every claim, action, right, complaint or application of any sort, known or unknown, arising on or before the Effective Date.

- a. The foregoing release includes, but is not limited to, any claim of discrimination on the basis of race, sex, religion, sexual orientation, national origin, disability, age, or citizenship status; any other claim based on any local, state, provincial, or federal prohibition, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended, the Family Medical Leave Act, the Fair Labor Standards Act, the Americans
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With Disabilities Act, or the Employee Retirement Income Security Act, the Equal Pay Act, the California Fair Employment and Housing Act, the California Penal Code, the California Constitution, the California Labor Code, the California Family and Medical Leave Act, as amended; any claim arising out of or related to any alleged express or implied employment contract, any other alleged contract affecting terms and conditions of employment and/or severance rights, or an alleged covenant of good faith and fair dealing; or any claim for severance pay, bonus, salary, sick leave, stocks, attorneys' fees, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit, to the full extent permitted by law.

- b. Employee represents that Employee understands the foregoing release, that rights and claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), are among the rights and claims against the Company that Employee is releasing, and that Employee understands that Employee is not presently releasing any future rights or claims that might arise after the Effective Date.
- c. Employee further agrees never to sue the Company or its past and present directors, officers, employees, parents, subsidiaries, affiliates, predecessors, related entities, and agents and each of its and their predecessors, successors and assigns or cause the Company or its past and present directors, officers, employees, parents, subsidiaries, affiliates, predecessors, related entities, and agents and each of its and their predecessors, successors and assigns to be sued, regarding any matter within the scope of the above release. If Employee violates this section of the Agreement, the Company may recover all damages as allowed by law, including all costs and expenses, including reasonable attorneys' fees, incurred in defending against the suit.
- d. This release shall not be interpreted to require Employee to waive or release Employee's right to file a charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"). However, Employee does waive and release Employee's right to any monetary recovery or other personal relief should the EEOC, NLRB, or any other agency pursue claims on Employee's behalf. This release also does not apply to any lawsuit brought to challenge the validity of this Agreement under the ADEA, to enforce the terms of this Agreement, or for claims that arise under the ADEA after the Effective Date. Further, this release does not release or affect Employee's rights to indemnification from the Company or a Company affiliate under the Company's bylaws, any other governing document, or any other right of indemnification, whether by agreement or applicable law.
- e. Nothing in this Agreement, including the provisions of Paragraph 15, is intended to prohibit Employee from reporting possible violations of federal law to any governmental agency or entity, from making other disclosures that are protected under the whistleblower provisions of federal law, or from providing truthful testimony pursuant to court order, subpoena, or as otherwise required by law. With respect to agency communications, Employee does not need the Company's prior authorization to make any such reports or disclosures and is not required to notify Company that such reports or disclosures have been made. With respect to testimony required by court order, subpoena, or other legal process, Employee shall notify the Company in writing as soon as practicable following receipt of such order, subpoena, or process.
- f. Employee hereby agrees that on the Termination Date, Employee will execute a separate release of claims, a copy of which is attached hereto as Exhibit "A".

10. Confidential Information and Trade Secrets. Employee acknowledges that through Employee's employment with the Company, Employee has acquired and had access to the Company's Confidential Information. Employee further acknowledges that Employee has not published, disclosed or used any of

the Company's Confidential Information except in accordance with Employee's duties for the Company. Subject to the provisions of Paragraph 9.e of this Agreement, Employee agrees that, for as long as the Confidential Information retains its character as confidential and is not readily available to the public, Employee will hold in confidence all Confidential Information of the Company and will not disclose, publish or make use of such Confidential Information, unless compelled by law and then only after notice to the Company's Chief People Officer. Employee further agrees to return to the Company on or before the Termination Date all documents, disks, or any other item or source containing Confidential Information, or any other Company property. If Employee has any question regarding what data or information would be considered by the Company to be Confidential Information, Employee agrees to contact the Company's Chief People Officer for written clarification. "Confidential Information" shall include any non-public data or information, other than trade secrets, that is valuable to the Company and not known to competitors of the Company or other outsiders, regardless of whether the confidential information is in printed, written, or electronic form, retained in Employee's memory, or has been compiled or created by Employee. This includes, but is not limited to: technical, financial, credit marketing, personnel, staffing, payroll, computer systems, marketing, advertising, merchandising, operations, strategic planning, product, vendor, customer or store planning data, or other information similar to the foregoing.

- a. Employee also acknowledges that through Employee's employment with the Company Employee has acquired and had access to the Company's Trade Secrets. Employee further acknowledges that the Company has made reasonable efforts under the circumstances to maintain the secrecy of its Trade Secrets. Employee agrees to hold in confidence all Trade Secrets of the Company that came into Employee's knowledge during employment by the Company and shall not disclose, publish, or make use of at any time such Trade Secrets for so long as the information remains a Trade Secret. "Trade Secret" means information, without regard to form, including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plans, strategic plans, product plans, or list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- b. Employee further acknowledges that his breach of any of the covenants in this section of the Agreement would result in immediate and irreparable harm to the Company, its parents, subsidiaries, affiliates or related entities that cannot be adequately or reasonably compensated by law. Accordingly, Employee agrees that the Company shall be entitled, if any such breach shall occur or be threatened or attempted, if it so elects, to seek from a court a temporary, preliminary, and permanent injunction, without being required to post a bond, enjoining and restraining such breach or threatened or attempted breach by Employee.
- c. Employee hereby acknowledges that Company has informed him, in accordance with 18 U.S.C. § 1833(b), that he may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where the disclosure (a) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11. Non-competition and Non-Solicitation.

- a. Employee agrees that he shall not, for a period of two (2) years following the Termination Date in the Prohibited Territory, provide or perform any services, whether as an employee, independent contractor, consultant or any other role, that are the same as or similar to the services he provided to the Company as a member of the Company's senior leadership
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team, which services included, but were not limited to, providing executive level management and strategic guidance for day-to-day operations and policy implementation (the “Services”), for any person (including Employee), business, partnership, entity or firm that competes with Company Business. “Company Business” means the distribution of industrial products and value-added services to customers in maintenance, repair and operations and specialty construction markets. “Prohibited Territory” means any geographic area where the Company does business as of the Termination Date, including but not limited to the United States and Canada and their respective states, territories or provinces, specifically including the following United States and territories: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, the United States Virgin Islands, Utah, Vermont, Virginia, Washington, Washington, D.C., West Virginia, Wisconsin, and Wyoming; and the following Canada provinces: Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan and Yukon. Notwithstanding the foregoing, it is understood and agreed, however, that Employee may accept employment with a large diversified company (having not more than 25% of its gross revenues (based on its latest annual audited financial statements) attributable to any Company Business, excluding those companies that the Company identified as of August 2018 as peers of the Company and which the Parties have agreed also compete with the Company in Company Business, the identities of which Employee has acknowledged in writing prior to the execution of this Agreement, and their subsidiary, parent and affiliate companies, provided that: (i) his employment pertains solely to that part of its business that is not in competition with any Company Business; (ii) Employee shall not directly or indirectly disclose any Confidential Information or Trade Secrets to such diversified company or any of its divisions or business units, or its officers, directors, employees, and agents; and (iii) prior to accepting such employment, Company shall receive separate written assurances from the diversified company and from Employee satisfactory to Company that: (a) Employee will not directly or indirectly assist the diversified company or its divisions or business units that compete with any Company Business, (b) Employee will not compete against any Company Business in his employment role with the diversified company, and (c) Employee will not disclose, and the diversified company will not accept or use, any Confidential Information or Trade Secrets.

- b. Employee agrees that for a period of two (2) years following the Termination Date, Employee will not directly or indirectly solicit or attempt to solicit any business related to Company Business existing as of the Termination Date from any of the Company’s customers with whom Employee had Material Contact. Employee further agrees that for a period of two (2) years following the Termination Date, Employee will not directly or indirectly solicit or attempt to solicit any business from any of the Company’s suppliers with whom Employee had Material Contact if the solicited business competes with Company Business or otherwise would adversely affect the Company’s commercial relationship with such any such supplier or suppliers. “Material Contact” means contact between Employee and a Company customer, supplier, prospective customer, or prospective supplier (i) with whom Employee dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by Employee; (iii) about whom Employee obtained confidential information during the one-year prior to the Termination Date as a result of Employee’s employment; or (iv) who received or supplied Company products which resulted in compensation, commissions, or earnings for Employee within two (2) years prior to the Termination Date.
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- c. Employee agrees that for a period of two (2) years following the Termination Date, Employee will not directly or indirectly solicit or attempt to solicit any person who is an employee, vendor, customer, or consultant of the Company to terminate his or her relationship with the Company without prior written approval from the Company's Chief People Officer.
- d. Employee acknowledges that the restrictions set forth in this Section 11 are necessary to protect the Company's Trade Secrets and Confidential Information which Employee had access to throughout Employee's employment and the Company's relationships and goodwill with its customers and prospective customers.

12. Breach by Employee. The Company's obligations to Employee under this Agreement are contingent on Employee's performance of Employee's obligations under this Agreement. Employee agrees that any breach by Employee of Paragraphs 10, 11, 13, or 15 of this Agreement will be deemed material and entitle the Company to stop any further payments to be paid under the Agreement and to all its remedies allowed in law or equity, including but not limited to the return of any payments that it made or other value it provided to Employee under this Agreement. Employee agrees and understands that any attempt to bring litigation outside of the agreed to jurisdiction and venue shall be considered a material breach and shall entitle the Company to reimbursement for any amounts paid under this Agreement and any other damages and equitable relief available. Provided further, however, and for the purpose of clarity, both the Company and Employee acknowledge and agree that the terms of this Paragraph 12 shall not apply to the equity described in Paragraph 7(a) of this Agreement.

13. Employee Availability. Employee agrees to make himself reasonably available to the Company to respond to requests by the Company for information pertaining to or relating to the Company and/or the Company's affiliates, subsidiaries, agents, officers, directors or employees which may be within the knowledge of Employee. Employee agrees to cooperate fully with the Company in connection with any and all existing or future litigation, charges, or investigations brought by or against the Company or any of its past or present affiliates, agents, officers, directors or employees, whether administrative, civil or criminal in nature, in which and to the extent the Company deems Employee's cooperation necessary. In conjunction with Employee's commitments under this paragraph, the Company will reimburse Employee for reasonable out-of-pocket expenses incurred as a result of such cooperation. Any reimbursement shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, the amount eligible for reimbursement during any calendar year will not affect the expenses eligible for reimbursement in any other calendar year and Employee's right to reimbursement is not subject to liquidation or exchange for cash or other benefit.

14. Tax Matters. This Agreement shall be construed and interpreted to comply with Section 409A of the Internal Revenue Code of 1986 (the "Code"), as amended, and if necessary, any provision shall be held null and void to the extent such provision (or part thereof) fails to comply with Code Section 409A. Each payment of compensation under the Agreement shall be treated as a separate payment of compensation for Section 409A purposes, including for purposes of applying the exclusion from Code Section 409A for certain short-term deferral amounts. It is intended that amounts payable pursuant to this Agreement shall be excluded from the requirements of Code Section 409A either under the separation pay exception or as short-term deferral amounts to the maximum possible extent. The Company, however, makes no representations or warranties as to whether this Agreement complies with or is exempt from Code Section 409A and Employee acknowledges and agrees that Employee is responsible for all taxes imposed on Employee as a result of the Agreement, including any taxes imposed under Code Section 409A.

15. Non-Disparagement. Employee agrees that Employee will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of the Company, any of its past or present affiliates, subsidiaries, agents, officers, directors or employees to anyone, including but not

limited to the media, public interest groups and publishing companies, or the business conducted by any of them. The Company agrees that none of the Company's current senior leadership team or the current head of its investor relations department will make or cause to be made any statements that disparage, are inimical to, or damage the reputation of Employee to anyone, including but not limited to the media, investors, market analysts, public interest groups or publishing companies. Notwithstanding the foregoing, the prohibitions against making certain statements set forth in this Paragraph 15 shall not prevent Employee or the Company from defending himself or itself against a legal claim or related proceeding brought by the other Party to this Agreement for breach of this non-disparagement clause.

16. **Employee Acknowledgements.** Employee acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967, as amended. Employee also acknowledges that the consideration given for the waiver and release set forth in this Agreement is in addition to anything of value to which he was already entitled without the waiver and release. Employee further acknowledges that he has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (1) his waiver and release does not apply to any rights or claims that may arise after the Effective Date; (2) he should consult with an attorney prior to executing this Agreement; (3) he has at least twenty-one (21) days to consider this Agreement (although he may by his own choice execute this Agreement earlier); (4) he has seven (7) days following his execution of this Agreement to revoke the Agreement; and (5) this Agreement shall not be effective until the date upon which the revocation period has expired ("**Effective Date**"). Employee may revoke this Release only by giving the Company formal, written notice of Employee's revocation of this Agreement, which should be addressed to Charles White, HD Supply, Inc., 3400 Cumberland Blvd., Atlanta, GA 30339 and which must be received by Mr. White by the close of business on the seventh (7th) day following Employee's execution of this Agreement.

17. **Non-Assignment.** Employee represents and warrants that as of the date of this Release he has not assigned or transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever any released claim. Employee hereby agrees to indemnify and hold the Company and its past and present directors, officers, employees, parents, subsidiaries, affiliates, related entities, and agents harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses, including attorneys' fees, causes of action or judgments based on or arising out of any such assignment or transfer.

18. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. The parties have not relied on any oral statements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by Employee and the Company's Chief People Officer.

19. **Injunctive Relief.** Each party agrees that any breach by the other of this Agreement (given, among other factors, the unique skills, position and exposure to Confidential Information at issue with respect to this Agreement) would cause immediate and irreparable harm to the non-breaching party, that such harm would be difficult or impossible to measure, and that damages for the non-breaching party would therefore be an inadequate remedy for any such breach. Therefore, each party agrees that in the event of a breach or threatened breach of this Agreement, the Company or Employee (whichever is seeking to enforce this Agreement) shall be entitled to an injunction (without posting a bond) restraining the party in breach (or threatened to be in breach, as the case may be) from the conduct which would constitute a breach of this Agreement, specific performance and/or other appropriate relief in order to enforce and prevent any violations of this Agreement, and require (without limiting any other remedy) the party in breach to account for and pay over to the non-breaching party all compensation, profits, moneys, accruals, increments or other benefits derived from or received under this Agreement (but expressly excluding anything provided under Paragraph 7(a) of this Agreement) or as a result of any transactions constituting a breach of this

Agreement if and when final judgment of a court of competent jurisdiction is so entered against the party in breach. Each party further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to provide the inadequacy of money damages or to post security as a prerequisite to obtaining equitable relief. Furthermore, the two year restriction period set forth in Section 11 shall be extended by the same time that Employee is in breach of Section 11.

20. Governing Law. Employee and Company irrevocably and unconditionally agree that: (i) this Agreement and all actions brought under this Agreement shall be construed, interpreted and applied in accordance with the laws of the state of Georgia, without giving effect to the choice of law provisions thereof; and (ii) this Agreement in all respects shall be construed as a contract executed in the state of Georgia.

21. Venue. Employee and the Company irrevocably and unconditionally: (i) submit to personal jurisdiction in the state of Georgia for any action arising out of or in connection with this Agreement; (ii) agree to accept service of legal process in Georgia; (iii) waive, to the fullest extent it may legally and effectively do so, any and all personal rights under the laws of any state or country to object to jurisdiction within the state of Georgia; (iv) waive, to the fullest extent it may legally and effectively do so, any and all personal rights under the laws of any state or country to raise the defense of inconvenient forum for the maintenance of such dispute; (v) agree that for any cause of action arising out of or in connection with this Agreement, venue is solely proper in a state or federal court having jurisdiction in Cobb County, Georgia and agree not to commence any such proceeding except in such courts, and (vi) waive, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any proceeding in the above-described courts. Employee and the Company hereto agree that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions in the United States and throughout the world by suit on the judgment or in any other manner provided by law.

22. Reasonableness of Provisions. Employee acknowledges that application of Georgia law as set forth in Section 20 and litigation of all issues concerning this Agreement in Georgia as set forth in Section 21 is fair and reasonable in light of: (a) Employee's consistent and repeated performance of significant and material job duties and executive leadership functions impacting and relating to Georgia during Employee's employment; (b) Employee's physical presence in Georgia to perform job duties and executive leadership functions during Employee's employment including attendance at board of directors meetings and other leadership meetings and functions; (c) the location of the Company's primary operations in Atlanta, Georgia; and (d) the negotiation and delivery of this Agreement upon execution to the location of the Company's headquarters in Atlanta, Georgia.

23. Severability. The parties desire and intend that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any court of competent authority holds any provision of this Agreement to be invalid, prohibited or unenforceable for any reason in any jurisdiction, then as to such jurisdiction, the offending provision shall be deemed severed from this Agreement and shall be ineffective within that jurisdiction, without invalidating the remaining provisions of this Agreement within that jurisdiction or affecting the validity or enforceability of any provisions of this Agreement in any other jurisdiction. Notwithstanding the foregoing, if an offending provision as described above could be more narrowly drawn or otherwise "blue-penciled," modified or reformed so as not to be invalid, prohibited or unenforceable in the jurisdiction where it was held to be offending, then it shall, as to such jurisdiction, be deemed more narrowly drawn, blue-penciled, modified or reformed, by the minimum necessary to render it valid and enforceable in that jurisdiction, (i) with the nature and extent of such redrawing, blue-penciling, modification or reformation to be determined by a court of competent authority in accordance

with applicable procedural and substantive law, and (ii) without invalidating the remaining provisions of this Agreement within that jurisdiction or affecting the validity or enforceability of any provisions of this Agreement in any other jurisdiction. Further, to the extent any court of competent authority holds any of the provisions of 2 and/or 11 are not enforceable, the Company shall not have any further obligation to provide Employee with any additional severance payments under Section 2 and Employee shall be required to return to the Company any payments or other value it received under this Agreement (but expressly excluding anything provided under Paragraph 7(a) of this Agreement), to the extent permitted under federal, state and local law, as Employee and the Company acknowledge the promises and representations by Employee in Sections 11 constitute material consideration and inducement for the Company to enter into this Agreement and absent those promises and representations the Company would not have entered into this Agreement.

Employee understands and acknowledges the significance and consequences of this Agreement, that the consideration provided herein is fair and adequate, and represents that the terms of this Agreement are fully understood and voluntarily accepted. Further, Employee has sought and obtained the advice of legal counsel to the full extent Employee deems reasonable and necessary.

HD Supply Holdings, Inc.
HD Supply, Inc.

By: /s/ September 28, 2018
Anna Stevens
Chief People Officer

/s/ September 28, 2018
Date Signed

Employee

/s/ September 28, 2018
William P. Stengel

/s/ September 28, 2018
Date Signed

Sign and return to:
Charles White, HD Supply, 3400 Cumberland Blvd., Atlanta, GA 30339

Exhibit A

Release of Claims

This Release ("Release") is entered into in connection with that certain Separation Agreement and Release of Claims between HD Supply, Inc., HD Supply Holdings, Inc., their subsidiaries, affiliates, predecessors, and related entities (hereinafter collectively referred to as the "Company") and William Stengel ("Employee") signed by employee on _____ (the "Agreement"). The Employee and Employee's heirs, assigns, and agents release, waive and discharge the Company and its past and present directors, officers, employees, parents, subsidiaries, affiliates, related entities, and agents and each of its and their predecessors, successors and assigns from each and every claim, action or right of any sort, known or unknown, arising on or before the date he executes this Release.

- a. The foregoing release includes, but is not limited to, any claim of discrimination on the basis of race, sex, religion, sexual orientation, national origin, disability, age, or citizenship status; any other claim based on any local, state, provincial, or federal prohibition, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended, the Family Medical Leave Act, the Fair Labor Standards Act, the Americans With Disabilities Act, or the Employee Retirement Income Security Act, as amended; any claim arising out of or related to any alleged express or implied employment contract, any other alleged contract affecting terms and conditions of employment, or an alleged covenant of good faith and fair dealing; or any claim for severance pay, bonus, salary, sick leave, stocks, attorneys' fees, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit.
- b. The Employee represents that Employee understands the foregoing release, that rights and claims under the Age Discrimination in Employment Act of 1967, as amended, are among the rights and claims against the Company Employee is releasing, and that Employee understands that Employee is not presently releasing any future rights or claims that might arise after the Effective Date.
- c. The Employee further agrees never to sue the Company or its past and present directors, officers, employees, parents, subsidiaries, affiliates, predecessors, related entities, and agents and each of its and their predecessors, successors and assigns or cause the Company or its past and present directors, officers, employees, parents, subsidiaries, affiliates, predecessors, related entities, and agents and each of its and their predecessors, successors and assigns to be sued, regarding any matter within the scope of the above release. If the Employee violates this section of this Release, the Company may recover all damages as allowed by law, including all costs and expenses, including reasonable attorneys' fees, incurred in defending against the suit.
- d. This Release shall not be interpreted to require Employee to waive or release Employee's right to file a charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"). However, Employee does waive and release Employee's right to any monetary recovery or other personal relief should the EEOC, NLRB, or any other agency pursue claims on Employee's behalf. This Release also does not apply to any lawsuit brought to challenge the validity of this Release under the ADEA, to enforce the terms of this Release, or for claims that arise under the ADEA after the Effective Date.
- e. Nothing in this Release, and nothing in Paragraph 15 of the Agreement, is intended to prohibit Employee from reporting possible violations of federal law to any governmental agency or entity, or from making other disclosures that are protected under the whistleblower provisions of federal law. Employee does not need the Company's prior authorization to make any such reports or disclosures and is not required to notify Company that such reports or disclosures have been made. Further, this Release does not release Employees rights under the Agreement. Nor does this Release release or affect Employee's rights to indemnification from the Company or a Company affiliate under the Company's bylaws, any other governing document, or any other right of indemnification, whether by agreement or applicable law.

Employee acknowledges that he is hereby advised and has had the opportunity to obtain the assistance and advice of legal counsel in reviewing and understanding this Release that he indeed has had the assistance of counsel in reviewing and understanding this Release, and that he understands completely this Release and the legal effect thereof.

Employee:

William Stengel

Date
