

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of report (Date of earliest event reported):
January 2, 2013

RETAIL OPPORTUNITY INVESTMENTS CORP.
(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or other jurisdiction
of incorporation)

001-33749
(Commission File Number)

26-0500600
(I.R.S. Employer
Identification No.)

8905 Towne Centre Drive, Suite 108, San Diego, CA
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(858) 677-0900**

92122
(Zip Code)

81 Main Street, White Plains, New York 10601
(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 of obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 2, 2013, Retail Opportunity Investments Corp. (the "Company") appointed Laurie A. Sneve as Senior Vice President and Chief Accounting Officer of the Company. In connection with the commencement of Ms. Sneve's employment with the Company, Ms. Sneve entered into an employment offer letter agreement (the "Letter Agreement") on October 24, 2012. The Letter Agreement has no specified term, and Ms. Sneve's employment with the Company will be on an at-will basis. Ms. Sneve is entitled to a base salary of \$200,000, subject to annual review, and an annual bonus between 0% and 100% of her annual base salary, as determined by the Company's board of directors, in its sole discretion, based on Ms. Sneve's performance and the performance of the Company. The Letter Agreement provides that in the event of termination of Ms. Sneve's employment by the Company, Ms. Sneve would be entitled to severance benefits comparable to other executives at her level in accordance with the Company's policies. The Letter Agreement provides for the grant of 15,000 shares of restricted stock and 15,000 stock options to Ms. Sneve, each vesting in equal installments on the first four anniversaries of the grant date thereof. Ms. Sneve will also be entitled to participate in all of the Company's employee benefit plans and programs on substantially the same terms and conditions as other employees. Ms. Sneve will also be entitled to (i) reimbursement for reasonable business expenses in accordance with the Company's policies; and (ii) an automobile allowance of \$400 per month.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the text of the Letter Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Prior to joining the Company, Ms. Sneve served as Chief Financial Officer of Coreland Companies, Inc., a privately held commercial real estate service company. From 1995 to 2006, Ms. Sneve served in various senior accounting roles at Pan Pacific Retail Properties Inc. Prior to joining Pan Pacific Retail Properties, Inc., Ms. Sneve was controller and director of accounting at Hahn Property Management, where she held various positions between 1988 and 1995. Ms. Sneve began her career at Arthur Andersen, where she served as an audit senior from 1985 to 1988. Ms. Sneve holds a Bachelor of Science in Accounting from Pennsylvania State University. Ms. Sneve is a California licensed Certified Public Accountant and a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Offer Letter Agreement, between Retail Opportunity Investments Corp. and Laurie A. Sneve, dated October 24, 2012.

SIGNATURES

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

Retail Opportunity Investments Corp.

Dated: January 2, 2013

By: /s/ Michael B. Haines
Michael B. Haines
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Employment Offer Letter Agreement, between Retail Opportunity Investments Corp. and Laurie A. Sneve, dated October 24, 2012.



October 24, 2012

Ms. Laurie Sneve
3375 Avenue Nieve
Carlsbad, California 92009

Dear Laurie:

This letter will confirm the terms of your employment with Retail Opportunity Investments Corp.

1. **Title:**
Vice President / Corporate Controller
2. **Base Salary:**
Initial annual salary shall be \$200,000, on an exempt employee basis.
3. **Performance Reviews:**
February 1, 2012 and annually on February 1 thereafter.
4. **Annual Bonus:**
You will be eligible for an annual bonus in an amount between zero and 100% of your annual salary.
5. **Benefits:**
Standard health/dental, life and disability insurance commencing ninety-days from the date of hire. Retail Opportunity Investments Corp. will reimburse you for your COBRA payments made during the ninety-day waiting period.
6. **Vacation:**
Four weeks per year in accordance with the Retail Opportunity Investments Corp. Employee Handbook.
7. **Hire Date:**
November 28, 2012.

Retail Opportunity Investments Corp

8905 Towne Centre Drive, Suite 108, San Diego, CA 92122 Ph: (858) 677-0900 Fx: (858) 408-3810 (HR/Benefits)
NASDAQ: ROIC

8. **Terms of Employment:**

Both Retail Opportunity Investments Corp. and you agree that employment is at will. Either party may terminate employment at any time with or without cause.

9. **Severance:**

In the event the employment is terminated by Retail Opportunity Investments Corp, severance will be paid in accordance with the Retail Opportunity Investments Corp. Employment Handbook.

10. **Car Allowance:**

\$400 per month.

11. **Expenses:**

Expenses incurred on behalf of Retail Opportunity Investments Corp, will be reimbursed in accordance with Retail Opportunity Investments Corp. Employee Handbook.

12. **Restricted Stock:**

You will receive a grant of 15,000 shares of restricted stock vesting over four years.

13. **Stock Options:**

You will receive a grant of 15,000 shares of stock options vesting over four years.

This document is not a contract. It serves to document the final understanding of the terms of employment and supersedes any previous verbal or written employment terms.

If the above is satisfactory to you, kindly execute two copies of the same and return one copy to me.

Sincerely,

Retail Opportunity Investments Corp.


Digitally signed by Stuart A. Tanz
DN: cn=Stuart A. Tanz, o=Retail Opportunity Investments Corp., email=stuart@roic.com, c=US
Date: 2012.10.24 10:00:13 -0700

Stuart A. Tanz
Chief Executive Officer

AGREED and ACKNOWLEDGED on this 24th day of October 2012.


Signature: Laurie Sneve

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