

## **Table of Contents**

### ***Employment Agreement with Mr. Bisignano***

The Company entered into an employment agreement with Mr. Bisignano, effective as of September 18, 2015 (the "Employment Agreement"), which replaces Mr. Bisignano's prior employment agreement with the Company and Holdings, dated April 28, 2013. The Employment Agreement provides for an initial term beginning on September 18, 2015 and ending on December 31, 2020. Beginning January 1, 2021, the term will be automatically extended for successive one-year periods unless terminated by either party with prior written notice.

Under the terms of the Employment Agreement, Mr. Bisignano will earn an annual base salary of \$1,500,000, which base salary may be increased but not decreased; and, with respect to the 2015 fiscal year and each full fiscal year commencing with the 2016 fiscal year, is eligible to receive a discretionary annual incentive payment in such amount as determined in the sole discretion of the Committee, based upon its assessment of Mr. Bisignano's performance, payable in the form of cash, equity-based awards or a combination thereof.

Mr. Bisignano is eligible to receive executive perquisites, fringe and other benefits consistent with what is provided to other executive officers of the Company. In addition, he is eligible to receive use of a car and driver, financial planning and use of private aircraft. Mr. Bisignano is also eligible to participate in the Company's 401(k), medical, dental, short and long-term disability, and life insurance plans.

Pursuant to the terms of the Employment Agreement, Mr. Bisignano is subject to covenants not to (1) disparage the Company or interfere with existing or prospective business relationships, (2) disclose confidential information, (3) solicit customers and certain employees of the Company, and (4) compete with the Company. In the event of an alleged material breach of the covenant not to solicit certain employees of the Company and not to compete, any unpaid severance amounts will be suspended until a final determination has been made that Mr. Bisignano has in fact materially breached such covenants at which time the right to any further payment is forfeited.

### **Terms of Equity Awards**

#### ***General Provisions for Options and Shares under the Management Stockholder's Agreements***

If an NEO's employment with the Company terminates for any reason, all stock and vested options, to the extent not forfeited, are subject to call rights by Holdings until a Change in Control, as defined in the 2007 Equity Plan and Management Stockholder Agreement.

If an NEO's employment terminates due to death or Disability (as defined in the Management Stockholder's Agreement) or the NEO's employment is terminated by the NEO for Good Reason (as defined in the Management Stockholder's Agreement) or by the Company without Cause (as defined in the Management Stockholder's Agreement), call rights may be exercised by Holdings on vested options at the fair market value share price, less the exercise price. In this event, shares, including those issued upon exercise of an options, may be repurchased at the fair market value share price. In the event of death or Disability prior to a Change in Control, the NEO has a put right on stock and vested options for fair market value in the case of stock and for the difference between the fair market value and the option exercise price in the case of vested options.

If the NEO's employment is terminated voluntarily without Good Reason, all outstanding options whether vested or unvested automatically terminate (other than in the case of Mr. Bisignano). In this event, shares issued upon exercise of an option may be called at the lesser of the original purchase price and fair market value per share price and all other shares may be called at fair market value per share unless the NEO is in violation of the restrictive covenants in the Management Stockholder's Agreement (or, in the case of Mr. Bisignano, the Employment Agreement) on the date that the call notice is sent, in which case the shares may be called at the lesser of the fair market value per share price or the original purchase price. These provisions greatly enhance the retention of executives who participate in the 2007 Equity Plan by eliminating all potential option gains for executives who voluntarily terminate prior to a Change in Control.