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insurance, excess disability and life insurance coverage until his death, unless earlier terminated in accordance with the Employment Agreement (the "Retiree Benefits"). In addition, upon termination of Mr. Bisignano's employment with the Company by Mr. Bisignano without "good reason", in addition to certain accrued amounts, Mr. Bisignano will be entitled to receive the Retiree Benefits. The Retiree Benefits in this table assumes Mr. Bisignano dies at age 80 and benefits are not terminated before then.

With respect to the other NEOs, represents the Company-paid portion of medical, dental and vision benefits for each executive for a period of one year under the Policy.

- (3) Upon termination of Mr. Bisignano's employment by the Company without "cause", by Mr. Bisignano for "good reason", or due to the Company's non-renewal of the employment term, Mr. Bisignano is entitled to receive payment, in installments over the Severance Period of an amount equal to financial planning benefits for two years following his termination of employment.
- (4) Mr. Bisignano's 2013 stock option agreement provides that, in the event of a termination of employment due to death or "disability," by him for Good Reason or by the Company without Cause, the unvested options that would have otherwise vested during the 12 month period following such termination will immediately vest and become exercisable.

Other than as specifically provided in Mr. Bisignano's 2013 stock option agreement, with respect to all other outstanding stock options held by the NEOs, in the event of a termination of an NEO's employment due to death or "disability", by the NEO for "good reason" or by the Company without "cause", the unvested options that would have vested on the next anniversary of the grant date will vest pro-rata as determined by multiplying the number of shares of common stock subject to the option that would have so vested by a fraction, the numerator of which corresponds to the number of completed months of employment since the anniversary of the grant date immediately preceding the date of the termination of employment and the denominator of which is 12.

In addition, in the event of a Change in Control, all unvested options become fully vested.

- (5) The terms of restricted stock awards issued to NEOs (other than Ms. Armine-Klein) in 2014 provide that, if the NEO's employment terminates due to death or disability or is terminated by the Company without cause or by the NEO for good reason, awards will vest based on the number of full months completed since the grant date divided by 36 months.

With respect to Ms. Armine-Klein's restricted stock, her award agreement provides that if her employment terminates for any reason other than for cause prior to the vesting date, the restricted stock will vest 50% if her termination is 12-23 months after her commencement date or 100% if the termination is 24 months or more after her commencement date.

In addition, in the event of a Change in Control, all unvested shares of restricted stock will become fully vested.

- (6) Pursuant to the terms of Mr. Bisignano's Employment Agreement, the Company agreed that during the term of the Employment Agreement and for a period of two years thereafter, it would continue for his benefit the tax-gross up provided under the Policy as in effect as of the date of the Employment Agreement.

Pursuant to the terms of the Policy, a "Gross-Up Payment" is made if it is determined that any Code Section 280G parachute payments provided by the Company to or, on behalf of, an eligible executive would be subject to the excise tax imposed by Code Section 4999. The Gross-Up Payment is an amount so that after payment of all taxes, the eligible executive retains an amount equal to the excise tax imposed by Code Section 4999. However, if it is determined that the executive officer is entitled to a Gross-Up Payment but the payments to the executive officer do not exceed 110% of the amount which is one dollar less than the smallest amount that would give rise to any excise tax, then no Gross-Up Payment will be made and the payments will be reduced so as to not give rise to the excise tax. Executive officers are eligible for this payment regardless of whether their employment is terminated in connection with a Change in Control.

However, the provision in the Policy regarding "Gross-Up Payments" will not apply with respect to any payment that would otherwise be subject to the excise tax if such excise tax would be avoided by obtaining stockholder approval of the payment in the manner prescribed by Code Section 280G. As of December 31, 2014, the excise tax could have been avoided by obtaining stockholder approval pursuant to Code Section 280G. Accordingly, no amounts are reflected above.

Separation Agreement with Mr. Winborne

On August 5, 2014, the Company and Holdings entered into a separation agreement with Mr. Winborne. As part of the agreement, in exchange for a release of claims against the Company and its affiliates, Mr. Winborne received a pro rata bonus in respect of 2014 of \$600,000, is entitled to receive semi-monthly payments of \$61,458 which payments commenced in October 1, 2014 and continue until September 30, 2015, and is entitled to continue to receive coverage under the Company's medical, dental and vision plans until September 30, 2015. Holdings agreed to allow all of the options and restricted stock grants previously made by Holdings to continue to vest until December 31, 2015. As of such date, any yet unvested options and restricted stock will be forfeited on a pro-rated basis, based on full months elapsed since the grant date. In addition, if no Qualifying Public Offering is completed by that time, Holdings agreed to exercise its rights to purchase all of the equity then held by Mr. Winborne at the then-current fair market value. Under the terms of the Separation Agreement, Mr. Winborne was required to enter into a customary restrictive covenant agreement.