

Table of Contents

of common stock over (y) the exercise price per share of such stock appreciation right, and (2) the number of shares covered by the stock appreciation right.

- *Other Stock-Based Awards.* Other stock-based awards may include awards of shares, awards of restricted shares and/or awards that are valued by reference to, or otherwise based on the fair market value of, shares (including, without limitation, restricted stock units).
- *Dividend Equivalent Rights.* Dividend equivalent rights, which may be granted alone or in connection with a stock option or stock appreciation right, are the right to receive a payment in respect of one share (whether or not subject to a stock option) equal to the amount of any dividend paid in respect of one share held by a shareholder of the Company.

Payment. The exercise price of stock options granted under our 2007 Equity Plan may be paid for in cash, with the consent of the Committee, in shares (any such shares valued at fair market value on the date of exercise) that the participant has held for at least six months (or such other period of time as may be required by the Company's accountants but only to the extent to avoid liability accounting under FAS 123(R) or any successor standard thereto), if the participant so elects, through the withholding of shares (any such shares valued at fair market value on the date of exercise) otherwise issuable upon the exercise of the stock option in a manner that is compliant with applicable law or in a combination of the foregoing, in each case, in accordance with the terms of our 2007 Equity Plan, the grant agreement and any applicable guidelines of the Committee then in effect.

Transfer. Other than as specifically provided for in the management stockholder's agreement, sale participation agreement or grant agreement, our 2007 Equity Plan does not allow for the transfer of awards other than by will or the laws of descent and distribution.

Adjustments. In the event of any stock split, spin-off, share combination, reclassification, recapitalization, liquidation, dissolution, reorganization, merger, change in control, payment of a dividend (other than a cash dividend paid as part of a regular dividend program) or other similar transaction or occurrence which affects our equity securities or the value thereof, the Committee will make appropriate adjustments to the number and kind of shares available under our 2007 Equity Plan, the share prices related to outstanding awards, and/or such other action as it deems necessary to address, on an equitable basis, the effect of the applicable corporate event on the 2007 Equity Plan and any outstanding awards.

Change in Control. In the event of a "change in control" (as defined in our 2007 Equity Plan), if determined by the Committee in the applicable grant agreement or otherwise determined by the Committee (in its sole discretion), any awards outstanding, unexercised or otherwise unvested or subject to lapse restrictions as of immediately prior to such change in control may automatically become fully exercisable or otherwise vested or no longer subject to lapse restrictions, as the case may be. In addition, the Committee (in its sole discretion) may provide prior to the occurrence of a change in control either (1) that the awards will be cancelled for fair value (as determined in the sole discretion of the Committee), which, in the case of stock options and stock appreciation rights, may equal the excess, if any, of the value of the consideration to be paid in the change in control transaction to holders of the same number of shares subject to such stock options or stock appreciation rights (or, if no consideration is paid in any such transaction, the fair market value of the shares subject to such stock options or stock appreciation rights) over the aggregate option price of such stock options or the aggregate exercise price of such stock appreciation rights, as the case may be, (2) for the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected awards, or (3) that for a period of at least ten business days prior to the change in control, any stock options will be exercisable as to all shares subject thereto and that upon the occurrence of the change in control, such stock options or stock appreciation rights will terminate; provided that if the Committee take such action, participants will have the ability to pay for the shares with respect to which such stock options or stock appreciation rights are being exercised by electing to have the number of shares that would otherwise be issued to the participant reduced by a number of shares having an equivalent fair market value to the payment that would otherwise be made by the participant to the Company in