

## **Table of Contents**

respect of such exercise and the minimum statutory withholding that would have otherwise had to have been paid to the Company in relation with such exercise.

*Qualifying Termination.* With respect to all outstanding awards under our 2007 Equity Plan as of April 30, 2015, and to all awards made following such date and prior to this offering, our 2007 Equity Plan provides that a participant (other than a current or former Management Committee member, which includes our NEOs) may elect to have a “qualifying termination.” As a result of such termination, subject to the terms and conditions set forth in our 2007 Equity Plan, any awards other than stock options then held by the participant that would otherwise have been forfeited will continue to vest and be earned and any stock options then held by the participant will continue to vest and be exercisable in accordance with the vesting schedule and terms set forth in the applicable grant agreement as if the participant remained actively employed by us or one of our affiliates. Any shares received upon the lapse of restrictions or exercise of such awards (the “QT Shares”) will not be deemed earned, owned or freely exercisable by the participant unless and until the participant complies with all of the applicable restrictive covenants (as described below). If the participant fails to comply with or breaches of any such covenants, the participant will be required to repay any amounts that the participant received on the sale of such shares (net of the amount, if any, paid for the shares) and will immediately forfeit all such shares still held by the participant.

A “qualifying termination” means that an eligible participant voluntarily resigns at or after a time when the participant has attained a length of service with us or our affiliates of at least 10 years and a combined age and length of service with us or our affiliates of at least 70 years, no later than January 31, 2018, subject to the participant (1) providing notice of the participant’s intent to separate from service under a “qualifying termination” and (2) executing a separation agreement and a general release of claims.

Following a participant’s “qualifying termination”, in consideration for the continued vesting as described above, the participant is subject to the following restrictive covenants: (1) a covenant not to disclose confidential information at all times following termination of employment; (2) a covenant not to compete for a period of one year following the later of (A) the date of the participant’s “qualifying termination” and (B) the latest possible date or event under any grant agreement applicable to the participant that the restrictions applicable to the participant’s QT Shares could lapse (the “Lapse Date”); and (3) a covenant not to solicit clients, customers or employees at all times while employed and for a period of two years following the Lapse Date.

*Amendment; Termination.* The Committee has the authority to make such amendments to any terms and conditions applicable to outstanding awards as are consistent with our 2007 Equity Plan, provided that no such action will modify any awards in a manner that adversely impacts, other than in a de minimis manner, a participant with respect to any outstanding awards, other than as provided for under our 2007 Equity Plan, without the Participant’s consent.

Our Board may amend, suspend or terminate our 2007 Equity Plan, but no amendment, suspension or termination may adversely impacts, other than in a de minimis manner the rights of a holder of an outstanding award, other than as provided for under the 2007 Equity Plan, without the holder’s consent. In addition, other than with respect to certain actions in connection with adjustments or a change in control, no such action may be taken which would, without approval of our stockholders, increase the aggregate number of shares reserved for issuance under our 2007 Equity Plan, decrease the price of outstanding awards, change the requirements relating to the Committee, or extend the term of our 2007 Equity Plan. Unless terminated sooner by our Board, our 2007 Equity Plan will terminate on September 24, 2017. No awards may be granted under our 2007 Equity Plan after it is terminated, but the terms of awards made on or before such termination will extend beyond such termination in accordance with their terms. Following the adoption of our 2015 Omnibus Incentive Plan, no further awards will be granted under our 2007 Equity Plan.