EMPLOYMENT AGREEMENTS

Mr. Figueroa

The Company entered into an employment agreement with Mr. Figueroa on December 7, 2010 to serve as Chief Executive Officer of the Company. The term of Mr. Figueroa's employment commenced on January 1, 2011 and will continue until terminated by either the Company or Mr. Figueroa in accordance with the terms of the employment agreement. Pursuant to the terms of his employment agreement, as of January 1, 2011, Mr. Figueroa was appointed to the Board and will be nominated for re-election at each Annual Meeting thereafter during the term of the agreement.

Mr. Figueroa's agreement provides that his base salary will be reviewed annually by the Company and may be adjusted at the Company's discretion. Mr. Figueroa's minimum annual target bonus opportunity is 150% of his base salary, with a minimum bonus for 2011 of no less than $1,200,000. He is also entitled to participate in incentive compensation and bonus programs generally available to executives of the Company. In addition, in order to compensate him for amounts he would have earned from his former employer, the Company paid Mr. Figueroa upon commencing his service a sign-on cash bonus equal to $1,500,000 and granted him a sign-on restricted stock award having a fair market value of $3,250,000 (with one-third of such award vesting on December 31, 2011 and the remaining two-thirds vesting on an equal pro-rata monthly basis over the following 24 months so that as of December 31, 2013, all restricted stock shall be fully vested). In addition, Mr. Figueroa will be granted an annual long term incentive compensation award with a target amount of no less than $4,000,000 beginning in 2011. Upon termination of Mr. Figueroa by the Company without "cause" or by Mr. Figueroa following a "constructive termination" (as defined in the employment agreement), he will be entitled to receive, in addition to any base salary that has accrued but not yet been paid, an aggregate amount equal to one and one-half (1.5) times the sum of his base salary plus his target bonus for the year in which such termination occurs, which aggregate amount shall be payable ratably for 18 months, a pro rata bonus for the year of termination, any unpaid bonus amounts for any previous year, full vesting of his sign-on restricted stock award, payment of any unpaid portion of his guaranteed bonus for 2011 and 18 months of continued health benefits. "Cause" under Mr. Figueroa's employment agreement is generally defined as: (i) an intentional act of either fraud or dishonesty in connection with the executive's performance of his duties thereunder; (ii) the willful failure by the executive to substantially perform his duties thereunder; (iii) the failure of the executive to follow the lawful directives of the Board; (iv) any willful misconduct by the executive that is detrimental to the Company's reputation, goodwill or business operations; (v) a material breach by the executive of the restrictive covenants provided for in the agreement; (vi) conviction for, or plea of nolo contendere to, a charge of commission of a felony or a violation of federal or state securities law; or (vii) a breach of the executive's representations that entering into the employment agreement will not breach an agreement with any former employer. Upon termination of Mr. Figueroa within 6 months prior to, or 24 months following, a "change in control" by the Company without "cause" or by Mr. Figueroa following a "constructive termination," he is entitled to receive a lump sum payment equal to two (2) times the sum of his base salary plus the greatest of (i) his annual bonus for the year preceding the year of termination, (ii) his target bonus for the year of termination or (iii) an annualized amount based upon attainment of applicable performance goals through the termination date for the year of termination. In addition, he will receive a pro rata bonus for the year of termination, any unpaid bonus amounts for any previous year, full vesting of any outstanding equity awards, payment of any unpaid portion of his guaranteed bonus for 2011 and up to 24 months of continued health benefits. See footnote 5 of the "2011 Grants of Plan – Based Awards" table for the definition of a "change in control." Mr. Figueroa will be subject to a non-competition and non-solicitation covenant for 18 months following his termination. In the event that any payments or benefits to Mr. Figueroa in connection with a change in control would be subject to the excise tax under Section 4999 of the Internal Revenue Code, such payments and benefits will either be paid or made in full or will be reduced to an aggregate amount so that no portion of such payments or benefits will be subject to the excise tax, whichever results in a greater aggregate amount being retained by Mr. Figueroa on an after-tax basis.

Mr. Workman

The Company entered into an employment agreement with Mr. Workman on October 21, 2009 and Mr. Workman commenced employment as the Company's Executive Vice President and Chief Financial Officer on November 18, 2009 (Mr. Workman was also later appointed as the Company's President in February 2011). This agreement was later amended effective as of December 7, 2010. The agreement provides that it will be