

benefit programs and to receive fringe benefits generally available to similarly situated employees of the Company. Ms. Kinerk's agreement provides that if she is terminated without cause (as defined below), the Company will pay Ms. Kinerk any earned but unpaid base salary, any unreimbursed business expenses as of the date of termination and her then-current base salary for a period of 12 months. "Cause" is generally defined under Ms. Kinerk's employment agreement as: (i) fraud or willful or intentional misrepresentation in connection with her duties; (ii) failure to substantially perform her duties; (iii) continued failure to substantially perform her duties; (iii) willful or intentional conduct that is detrimental to the Company's reputation, goodwill or business operations; (iv) breach or threatened breach of the restrictive covenants in the agreement; or (vi) conviction for any criminal act.

Mr. Stamps

The Company entered into an employment agreement with Mr. Stamps on June 1, 1999, which was amended on December 31, 2002, December 29, 2008, April 11, 2009 and December 7, 2010. The agreement provides that it will be automatically extended for successive one-year terms unless either party provides prior written notice of non-renewal. Mr. Stamps' agreement provides that his base salary may be adjusted at the Company's discretion and may be reviewed every 14 months. Mr. Stamps is entitled to participate in incentive compensation and bonus programs generally available to executives of the Company. Mr. Stamps' minimum annual target bonus opportunity is 100% of his base salary. He is entitled to participate in benefit programs, receive fringe benefits generally available to executives of the Company and receive contributions from the Company under the Rabbi Trust Deferred Compensation Plan. Upon termination of Mr. Stamps by the Company without "cause," Mr. Stamps is entitled to severance equal to his continued base salary until the end of the term of his employment agreement (but in no event less than a period of 18 months), full vesting of contributions received from the Company under the Rabbi Trust Deferred Compensation Plan and full vesting of unvested equity awards. "Cause" is defined generally under Mr. Stamps' employment agreement as: (i) conduct which is materially detrimental to the Company's reputation, goodwill or business operations, (ii) gross or habitual neglect of his duties or obligations or breach of such duties, or misconduct in discharging such duties, (iii) repeated absence from his duties without the consent of the Executive Vice President of Operations of the Company, (iv) failure or refusal to comply with the policies, standards and regulations of the Company or to follow the directions of the chief executive of the Company in complying with those policies, standards and regulations, (v) breach or threatened breach of the restrictive covenants set forth in the agreement, (vi) commission of any act of fraud or dishonesty or (vii) conviction for, or entry of a plea of guilty or nolo contendere with respect to, any criminal act. Mr. Stamps' employment agreement was amended in 2010 to remove the parachute tax gross-up and to provide that in the event that any payments or benefits to Mr. Stamps 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 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. Stamps on an after-tax basis.

Mr. Finn

The Company entered into an employment agreement with Mr. Finn on August 21, 1997, which was amended on December 22, 2008. The agreement provides that it will be automatically extended for successive three-year terms unless either party provides prior written notice of non-renewal. Mr. Finn is entitled to participate in incentive compensation and bonus programs generally available to executives of the Company. Upon termination of Mr. Finn by the Company without "cause," Mr. Finn is entitled to severance equal to his continued base salary until the end of the current three-year term of his employment agreement (or 12 months, whichever is greater). Such severance is limited to amounts that would not constitute an excess parachute payment for purposes of Section 280G of the Internal Revenue Code. "Cause" is defined generally under Mr. Finn's employment agreement as: (i) conduct which is detrimental to Omnicare's reputation, goodwill or business operations, (ii) gross neglect of duties or breach of duties or any material failure to perform satisfactorily such duties, or misconduct in discharging such duties, (iii) repeated absence from his duties without the consent of the President of the Company, (iv) failure or refusal to comply with the directions of the President of the Company, or with the policies, standards and regulations of the Company, (v) commission of any act of fraud or dishonesty; (vi) conviction for, or entry of a plea of guilty or nolo contendere with respect to, any criminal act or (vii) breach or threatened breach of the restrictive covenants set forth in the agreement.