

ARC DOCUMENT SOLUTIONS, INC.

FORM 8-K (Current report filing)

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Address	1981 N. BROADWAY, SUITE 385 WALNUT CREEK, CA 94596
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 21, 2011

AMERICAN REPROGRAPHICS COMPANY

(Exact name of registrant as specified in its charter)

STATE OF DELAWARE

(State or other jurisdiction
of incorporation)

001-32407

(Commission File Number)

20-1700361

(IRS Employer Identification No.)

**1981 N. Broadway, Suite 385,
Walnut Creek, California**

(Address of principal executive offices)

94596

(Zip Code)

Registrant's telephone number, including area code: **(925) 949-5100**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers.

Amended and Restated Executive Employment Agreements

On March 21, 2011, American Reprographics Company (the “Company”) entered into amended and restated executive employment agreements with each of the following executive officers:

- Kumarakulasingam Suriyakumar, President and Chief Executive Officer.

The Company entered into an amended and restated employment agreement with Mr. Suriyakumar, the Company’s President and Chief Executive Officer (the “CEO Amended Employment Agreement”), effective February 9, 2011 through and including February 9, 2014. Under his amended employment agreement, Mr. Suriyakumar is entitled to receive an annual base salary of \$950,000; provided, however, that from the effective date through the end of fiscal year 2011, Mr. Suriyakumar’s annual base salary will be reduced by 25%, payable \$700,000 in cash and \$12,500 in shares of restricted stock of the Company.

The same bonus structure under Mr. Suriyakumar’s prior employment agreement is maintained under the amended employment agreement, which bonus structure is based on year-over-year growth of the Company’s pre-tax earnings per share. Under the amended employment agreement, however, Mr. Suriyakumar’s annual incentive bonus is capped at \$4,000,000 per year during the term of the agreement (plus any amount that is unearned in prior years). Any annual incentive bonus to Mr. Suriyakumar under his amended employment agreement is payable 70% in cash and 30% in shares of restricted stock of the Company.

- Rahul Roy, Chief Technology Officer.

The Company entered into an amended and restated employment agreement with Mr. Roy, the Company’s Chief Technology Officer (the “CTO Amended Employment Agreement”), effective March 31, 2011 through and including March 31, 2014. Under his amended employment agreement, Mr. Roy is entitled to receive an annual base salary of \$500,000; provided, however, that from the effective date through the end of fiscal year 2011, Mr. Roy’s annual base salary will be reduced by 10%.

Under the CTO Amended Employment Agreement, Mr. Roy continues to be eligible to receive an annual incentive bonus of up to 80% of his annual base salary, payable in cash or Company Common Stock, at Mr. Roy’s option.

- Dilantha Wijesuriya, Chief Operating Officer.

In connection with Mr. Wijesuriya’s previously-disclosed appointment as the Company’s Chief Operating Officer, the Company entered into an amended and restated employment with Mr. Wijesuriya (the “COO Amended Employment Agreement”), effective February 25, 2011 through and including February 25, 2014. Under his amended employment agreement, Mr. Wijesuriya is entitled to receive an annual base salary of \$350,000; provided, however, that from the effective date through the end of fiscal year 2011, Mr. Wijesuriya’s annual base salary will be reduced by 15%.

Under Mr. Wijesuriya’s amended employment agreement, he is eligible to receive an annual incentive bonus of up to 100% of his annual base salary, payable in cash. Mr. Wijesuriya is also entitled to receive annual long-term equity incentive awards under his amended and restated employment agreement, payable in the form of an annual stock option grant valued at \$200,000.

Equity Awards

On March 15, 2011, the Compensation Committee approved equity awards to the following executive officers:

- A grant of 1,444 shares of restricted stock to Kumarakulasingam Suriyakumar, the Company's President and Chief Executive Officer, as a component of his 2011 base salary pursuant to the CEO Amended Employment Agreement, at a price per share of \$8.66, which was the closing price of the Company's common stock on the New York Stock Exchange on the date the restricted stock was granted. Assuming Mr. Suriyakumar's continued employment with the Company, the shares of restricted stock will vest 25% on each of the first four anniversaries of the date of grant, and is otherwise subject to the terms of the Company's standard form of restricted stock award agreement, under its 2005 Stock Plan, as amended.
- A grant to Mr. Wijesuriya, the Company's Chief Operating Officer, as an annual long-term incentive award pursuant to the COO Amended Employment Agreement, of an option to purchase 45,249 shares of the Company's common stock under the Company's 2005 Stock Plan, as amended. The exercise price of the option is \$8.66, which was the closing price of the Company's common stock on the New York Stock Exchange on the date of grant. Assuming Mr. Wijesuriya's continued employment with the Company, the shares subject to the stock option will vest 25% on each of the first four anniversaries of the date of grant, and is otherwise subject to the terms of the Company's standard form of stock option agreement under its 2005 Stock Plan, as amended.

The foregoing summaries of each of the CEO Amended Employment Agreement, the CTO Amended Employment Agreement and the COO Amended Employment Agreement are not complete descriptions of the terms of each such agreement and are qualified by reference to the full text of such agreements, which are attached hereto as Exhibits 10.1, 10.2 and 10.3 and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended and Restated Executive Employment Agreement, dated March 21, 2011, by and between American Reprographics Company and Kumarakulasingam Suriyakumar
10.2	Amended and Restated Executive Employment Agreement, dated March 21, 2011, by and between American Reprographics Company and Rahul Roy
10.3	Amended and Restated Executive Employment Agreement, dated March 21, 2011, by and between American Reprographics Company and Dilantha Wijesuriya

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 21, 2011

AMERICAN REPROGRAPHICS COMPANY

By: /s/Kumarakulasingam Suriyakumar
Kumarakulasingam Suriyakumar
Chief Executive Officer and President

EXHIBIT INDEX

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AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This Amended and Restated Executive Employment Agreement (the “ **Agreement** ”) is entered into by and between **American Reprographics Company** , a Delaware corporation (“ **ARC** ”), as the employer, and **Kumarakulasingam Suriyakumar** , a resident of California, an individual (“ **Executive** ”), as the employee, on March 21, 2011, effective as of February 9, 2011 (the “ **Effective Date** ”).

RECITALS

WHEREAS , ARC and Executive entered into an Employment Agreement dated January 7, 2005, as amended (“ **Agreement** ”), under which Executive is employed as Chief Executive Officer and President of ARC.

WHEREAS , the term of the Agreement expired on February 9, 2011, and the Agreement was automatically extended on a year-to-year basis thereafter pursuant to Section 2 of the Agreement.

WHEREAS , the parties now wish to amend and restate the Agreement as of the Effective Date.

Now, therefore, in consideration of the promises, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Position and Duties

(a) ARC employs Executive as its President and Chief Executive Officer, and Executive agrees to serve ARC in such capacity, upon the terms and conditions set forth herein.

(b) Executive shall report to the Board of Directors of ARC (“ **Board** ”). Executive’s primary responsibilities shall be (i) to be responsible for developing long range corporate goals and for creating strategies to achieve those goals, for general corporate development, and for mergers and acquisitions, (ii) to perform other duties commonly incident to the office of Chief Executive Officer and President of a publicly traded company, and (iii) to perform such other duties and have such other powers as the Board shall designate from time to time. Executive shall have the authority generally incident and necessary to perform such duties. Executive will be the head of ARC’s executive team.

(c) During the term of this Agreement, Executive will devote substantially all of his employment time and attention to the affairs of ARC and use his best efforts to promote the business and interests of ARC. Executive owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of ARC, and not to do any act which would injure the business, interests, or reputation of ARC or any of its subsidiaries or affiliates.

2. Term

The term of this Agreement shall commence on the Effective Date hereof and continue until February 9, 2014 unless otherwise terminated in accordance with the provisions hereof; provided, however, that this Agreement will automatically be extended on a year-to-year basis on the terms and conditions set forth herein, including the bonus provisions of Section 3(b), unless either party gives written notice to the other at least one hundred twenty (120) days prior to the expiration of the term of this Agreement, which includes any extensions, that this Agreement shall terminate at the end of such term, or extension thereof.

3. Direct Compensation

In consideration of the services to be provided by Executive, Executive shall receive compensation, less all applicable taxes, social security payments and other items that ARC is required by law to withhold or deduct therefrom, as follows:

(a) **Base Salary**. Executive's annual Base Salary shall be \$950,000, payable in installments in accordance with ARC's customary payroll procedures; provided, however, that as of the Effective Date and for the remainder of the fiscal year ending December 31, 2011 (the "**2011 Base Salary Reduction Period**"), the amount of Base Salary payable to Executive pursuant to this Section 3(a) shall be reduced by twenty-five percent (25%) (the "**2011 Base Salary Reduction**"), payable \$700,000 in cash, payable in accordance with ARC's customary payroll procedures, and \$12,500 in restricted shares of ARC common stock, to be approved by the Compensation Committee of ARC's Board of Directors. The restricted shares of ARC common stock shall vest in equal installments of twenty-five percent (25%) on each of the first four anniversaries of the date of grant, subject to Executive's continued employment with ARC on each vesting date. Notwithstanding anything to the contrary contained in this Section 3(a), if Executive's employment with ARC is terminated other than for Cause during the 2011 Base Salary Reduction Period, any Base Salary severance benefits payable to Executive under Sections 12(a), (c) and (d) of the Agreement shall be calculated based on the \$950,000 Base Salary amount, without taking into account the 2011 Base Salary Reduction.

(b) **Incentive Bonus**. During the term of this Agreement, Executive shall be eligible to receive an annual Incentive Bonus ("**Incentive Bonus**") as follows:

(i) "EPS" as used herein means the pre-tax earnings per share from operations (excluding extraordinary items) of the common stock of ARC calculated under Generally Accepted Accounting Principles applied on a consistent basis ("**GAAP**") by ARC's regular certified public accountants as of the close of business on the last day of each relevant fiscal year. EPS shall be calculated on a fully diluted basis, taking into account unexercised options and warrants to the extent and in the manner required under GAAP.

(ii) For each fiscal year of ARC ending December 31, 2011, 2012 and 2013, Executive shall receive an Incentive Bonus in an amount equal to \$60,000 for each full percentage point by which EPS for such fiscal year exceeds by more than 10 percentage points the EPS for the immediately preceding fiscal year, after taking into account the amounts of the Incentive Bonus earned by Executive under this Section 3(b). Executive shall not be entitled to any Incentive Bonus for a partial percentage point increase. For illustration purposes only: if EPS for any given fiscal year during the term of this Agreement is \$1.00, an Incentive Bonus of \$60,000 will be paid if EPS for the next fiscal year equals or exceeds \$1.11 but is less than \$1.12, and \$120,000 will be paid if such EPS equals or exceeds \$1.12 but is less than \$1.13. If EPS for any fiscal year during the term of this Agreement is \$1.20, an Incentive Bonus of at least \$60,000 will be paid if EPS for the next fiscal year equals or exceeds \$1.332.

(iii) The Incentive Bonus shall be paid no later than 60 days following the close of each fiscal year, 70% in cash and 30% in restricted shares of ARC common stock. To the extent that such Incentive Bonus is paid in restricted shares of ARC common stock, such shares shall be issued forthwith after approval by the Compensation Committee of the Board of Directors at its first meeting in the fiscal year following the close of the fiscal year to which such Incentive Bonus relates, but in no event shall such shares be issued later than two and one-half months after the close of such fiscal year; provided, however, that as a condition to receiving restricted shares of ARC common stock, Executive must deposit with ARC on the date of issuance cash in the amount, if any, by which the total of employee withholding taxes required to be withheld with respect to the entire Incentive Bonus exceeds the cash portion of the Incentive Bonus available for withholding. The restricted shares of ARC common stock shall vest in equal installments of twenty-five percent (25%) on each of the first four anniversaries of the date of grant, subject to Executive's continued employment with ARC on each vesting date. To be eligible to receive an Incentive Bonus, Executive must have been employed by ARC during the entire fiscal year to which such Incentive Bonus relates.

(iv) Notwithstanding anything to the contrary contained in this Section 3(b), any annual Incentive Bonus payable under this Section 3(b) in respect of any given fiscal year shall be no greater than \$4,000,000 (the “**Maximum Annual Incentive Bonus Payment**”); provided, however, that (A) any portion of the Maximum Annual Incentive Bonus Payment that remains unearned as of the close of the fiscal year to which such Incentive Bonus relates shall be added to any Maximum Annual Incentive Bonus Payment earned and payable in respect of any subsequent fiscal year during the term of the Agreement; and (B) Executive may, at his option, elect not to receive payment of all or any portion of an annual Incentive Bonus earned and otherwise payable to Executive in respect of any given fiscal year, in which case the amount of any earned and unpaid annual Incentive Bonus shall be added to, and paid in connection with, any Maximum Annual Incentive Bonus Payment made for any subsequent fiscal year during the term of the Agreement.

4. General Benefits

During the term of this Agreement, Executive shall be entitled to other benefits provided by ARC to its senior executives from time to time, including but not limited to, 401(k) and other retirement plans, deferred compensation, paid holidays, sick leave and other similar benefits. Executive shall be entitled to 4 weeks paid vacation each calendar year accrued and vested in accordance with ARC’s vacation policy applicable to senior management.

5. Stock Plans

In the sole discretion of the Board of Directors of ARC, Executive shall be eligible to participate in stock option, stock purchase, stock bonus and similar plans of ARC established from time to time by ARC.

6. Group Insurance or Benefit Plans

(a) During the term of this Agreement, Executive shall be automatically covered by ARC group insurance programs (including any self-insured programs sponsored by ARC), including medical, dental, vision, disability, and life, if any. Executive's spouse and children which are eligible for coverage may join the insurance programs, subject to ARC's policies and applicable laws. The premiums for all insurance programs for Executive and Executive's spouse and eligible children shall be paid by ARC.

(b) Provided that this Agreement has not terminated under Section 11(c) or (f), ARC shall continue to provide to Executive, Executive's spouse and Executive's eligible children, at no expense to either, medical insurance coverage under the same group insurance or ARC-sponsored self-insurance, or equivalent coverage, as is provided from time to time to ARC's senior executives. Such coverage shall continue until the first to occur of (i) medical insurance coverage being available through another employer, or (ii), in the case of Executive's eligible children, the termination of eligibility under ARC's policies and applicable laws, or (iii) in the cases of Executive and his spouse, qualification, in each instance, for Medicare coverage.

7. Special Benefits

Executive shall be allowed additional employer-paid benefits of his choice (“ **Special Benefits** ”), including the lease of automobiles, social, golf or athletic club memberships and other benefits not specifically provided for in this Agreement, provided, however, that the annual cost to ARC shall not exceed \$10,000. Any employer taxes imposed upon ARC by reason of the furnishing of such Special Benefits shall be included in the annual \$10,000 limitation. Any unused allowance for Special Benefits shall not be carried over to a subsequent year.

8. Reimbursement of Business Related Expenses.

Executive shall be entitled to receive prompt reimbursement for reasonable expenses incurred by him in performing services hereunder during the term of this Agreement in accordance with the policies and procedures then in effect and established by ARC for its employees. Executive may, at his discretion, fly business class or first class on all airplane flights of more than one (1) hour if Executive deems such to be appropriate for the conduct of his duties. In addition to the Special Benefits set forth in Section 7 above, Executive shall also be entitled to reimbursement of Executive membership dues and related ongoing costs of appropriate professional organizations which are approved by the Board.

9. Obligations and Restrictive Covenants.

(a) **Obligations.** During the term of this Agreement, Executive shall not engage in any other employment, occupation or consulting activity for any direct or indirect remuneration. This obligation shall not preclude Executive from: (i) serving in any volunteer capacity with any professional, community, industry, civic, educational or charitable organization; (ii) serving as a member of corporate boards of directors, provided that the Board has given written consent, and these activities or services do not materially interfere or conflict with Executive’s responsibilities or ability to perform his duties under this Agreement; or (iii) engaging in personal investment activities for himself and his family which do not interfere with the performance of his duties and obligations hereunder.

(b) **Non-Competition; Non-Solicitation** . The Parties hereto recognize that Executive's services are unique and the restrictive covenants set forth in this Section 9 are essential to protect the business (including trade secret and other confidential information disclosed by ARC to, learned by or developed by Executive during the course of employment by ARC) and the good will of ARC. For purposes of this Section 9, all references to "ARC" shall include ARC's predecessors, subsidiaries and affiliates. As part of the consideration for the compensation and benefits to be paid to Executive hereunder, during the term of this Agreement Executive shall not:

(i) Engage in any business similar or related to or competitive with the business conducted by ARC described from time to time in ARC's Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (the "**Core Business of ARC**");

(ii) Render advice or services to, or otherwise assist, any other person, association, corporation, or other entity that is engaged, directly or indirectly, in any business similar or related to, or competitive with, the Core Business of ARC;

(iii) Transact any business in any manner with or pertaining to suppliers or customers of ARC which, in any manner, would have, or is likely to have, an adverse effect upon the Core Business of ARC; or

(iv) Induce any employee of ARC to terminate his or her employment with ARC, or hire or assist in the hiring of any such employee by any person or entity not affiliated with ARC.

For purposes of this Agreement, "affiliate" shall mean any entity which owns or controls, is owned or controlled by, or is under common ownership or control, with ARC.

10. Confidentiality

Executive acknowledges that it is the policy of ARC to maintain as secret and confidential all valuable and unique information heretofore or hereafter acquired, developed or used by ARC relating to the business, operations, employees and customers of ARC, which information gives ARC a competitive advantage in the industry, and which information includes technical knowledge, know-how or trade secrets and information concerning operations, sales, personnel, suppliers, customers, costs, profits, markets, pricing policies, and other confidential information and materials (the "**Confidential Information**").

(a) **Non-Disclosure**. Executive recognizes that the services to be performed by Executive are special and unique, and that by reason of his duties he will be given, acquire or learn Confidential Information. Executive recognizes that all such Confidential Information is the sole and exclusive property of ARC. Executive shall not, either during or after his employment by ARC, disclose the Confidential Information to anyone outside ARC or use the Confidential Information for any purpose whatsoever, other than for the performance of his duties hereunder, except as authorized by ARC in connection with performance of such duties.

(b) **Return of Confidential Information** . Executive shall deliver promptly upon termination of employment with ARC, or at any time requested by ARC, all memos, notes, records, reports, manuals, drawings, and any other documents, whether in electronic form or otherwise, containing any Confidential Information, including without limitation all copies of such materials in any format which Executive may then possess or have under his control.

(c) **Ownership of Inventions; Assignment of Rights** . Executive agrees that all information, inventions, intellectual property, trade secrets, copyrights, trademarks, content, know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files and materials made by him or by ARC (the “ **Work Product** ”) are the property of ARC and shall not be used by him in any way adverse to the interests of ARC. Executive assigns to ARC any and all rights of every nature which Executive may have in any such Work Product; provided, however, that such assignment does not apply to any right which qualifies fully under California Labor Code Section 2870. This section shall survive any termination of this Agreement and the employment relationship between Executive and ARC. Executive shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without specific direction or consent of the Board. Likewise, Executive shall not disclose to ARC, use in ARC’s business, or cause ARC to use, any information or material that is a trade secret of others.

(d) **Predecessors, Subsidiaries and Affiliates** . For purposes of this Section 10, references to ARC include its predecessors, subsidiaries and affiliates.

11. Termination .

Notwithstanding any other term or provision contained in this Agreement, this Agreement and the employment hereunder will terminate prior to the expiration of the term of this Agreement under the following circumstances:

(a) **Death .** Upon Executive's death.

(b) **Disability .** Upon Executive becoming "Permanently Disabled", which, for purposes of this Agreement, shall mean Executive's incapacity due to physical or mental illness or cause, which, in the written opinion of Executive's regular licensed physician, results in the Executive being unable to perform his duties on a full-time basis for 6 months during a period of 12 months.

(c) **Termination by ARC for Cause .** Upon written notice to Executive, ARC may terminate this Agreement for Cause, which, for purposes of this Agreement, shall mean termination by action of the Board in its reasonable discretion because of Executive's:

(i) willful refusal without proper cause to perform (other than by reason of physical or mental disability or death) the duties set forth in this Agreement or delegated from time to time in writing by the Board, which remains uncorrected for 30 days following written notice to Executive by the Board; or

(ii) gross negligence, self dealing or willful misconduct of Executive in connection with the performance of his duties hereunder, including, without limitation, misappropriation of funds or property of ARC or its subsidiaries or affiliates, securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of ARC or its subsidiaries or affiliates, or any willful act or gross negligence having the effect of injuring the reputation, business or business relationships of ARC or its subsidiaries or affiliates; or

(iii) fraud, dishonesty or misappropriation of ARC business and assets that harms the business of ARC or its subsidiaries or affiliates; or

(iv) habitual insobriety, abuse of alcohol, abuse of prescription drugs, or use of illegal drugs; or

(v) engaging in any criminal activity involving moral turpitude; or

(vi) indictment or being held for trial in connection with a misdemeanor involving moral turpitude or any felony; or

(vii) conviction of a felony or entry into a guilty plea that negatively reflects on Executive's fitness to perform the duties or harms the reputation or business of ARC or its subsidiaries or affiliates; or

(viii) any material breach of any covenants under this Agreement or other material policy of ARC, other than under clauses (i) through (vii) of this Section 11(c) which remains uncorrected for 30 days following written notice to Executive by the Board.

(d) **Termination by ARC without Cause**. Upon written notice to Executive, ARC may terminate this Agreement at any time without any Cause or reason whatsoever.

(e) **Termination by Executive with Good Reason**. Upon written notice to ARC of any of the following "Good Reasons," and the failure of ARC to correct the reduction, change or breach within 30 days after receipt of such notice, Executive may terminate this Agreement after the occurrence of

(i) a material change by ARC in the nature of Executive's title, duties, authorities and responsibilities set forth in this Agreement without Executive's express written consent; or

(ii) a reduction in the nature of Executive's compensation as established under this Agreement, without Executive's express written consent; or

(iii) a material breach by ARC of any material sections of this Agreement, other than as set forth in clauses (i) and (iii) of this Section 11(e); or

(iv) a Change of Control, as defined in Section 11(g), as a result of which Executive is not offered the same or comparable position in the surviving company, or is offered such position but within twelve (12) months after Executive accepts such position, Executive's employment is terminated either without cause or for a Good Reason described in subsections (i) or (ii) of this Section 11(e) or in subsection (iii) as to the employment agreement then applicable to Executive.

(f) **Termination by Executive without Good Reason.** Upon 45 days prior written notice to ARC, Executive may terminate this Agreement and resign from Executive's employment hereunder without any Good Reason.

(g) **Change of Control.**

(i) For purposes of this Agreement, "Change of Control" shall mean:

(A) ARC merges or consolidates with any other corporation (other than one of ARC's subsidiaries), as a result of which ARC is not the surviving company, or the shares of ARC voting stock outstanding immediately after such transaction do not constitute, become exchanged for or converted into, more than 50% of the Voting Shares of the merged or consolidated company (as defined below);

(B) ARC sells or otherwise transfers or disposes of all or substantially all of its assets;

(C) Any third person or entity shall become the Beneficial Owner, as defined by Rule 13(d)-3 under the Securities Exchange Act of 1934, in one transaction or a series of related transactions within any 12 month period, of at least 50% of the Voting Shares of ARC's then outstanding voting securities.

(ii) For purposes of this Agreement, "Voting Shares" shall mean the combined voting securities entitled to vote in the election of directors of a corporation, including ARC, or the merged, consolidated or surviving company, if other than ARC.

12. Severance Benefits

(a) **Basic Benefits**. Upon expiration or termination of this Agreement for any reason, and subject to the provisions of Section 12(e), Executive will be entitled to: (i) payment for all Base Salary and unused vacation accrued and prorated, but unpaid, as of the effective date of termination, provided that payment for such amounts will be made no later than 30 days after the effective date of termination, (ii) payment, when due, of any earned but unpaid Incentive Bonus for the preceding fiscal year, (iii) any unreimbursed business expenses authorized by this Agreement, provided that such reimbursement will be paid to Executive no later than 30 days after the effective date of termination, (iv) continuation of any benefits under Section 6(a) as required by applicable law (e.g., COBRA), and (v) such rights as then exist with respect to then vested stock options, restricted stock or other rights under similar plans.

(b) **Termination by ARC for Cause or by Executive without Good Reason**. If this Agreement and Executive's employment hereunder is terminated by ARC for Cause pursuant to Section 11(c), or by Executive without Good Reason pursuant to Section 11(f), Executive shall not be entitled to any additional payments or benefits hereunder.

(c) **Termination by ARC without Cause; Termination by Executive with Good Reason** . If this Agreement and Executive's employment hereunder is terminated by ARC without Cause pursuant to Section 11(d), or by Executive for Good Reason as defined in Section 11(e), subject to Executive's compliance with the provisions of Section 15 below, Executive shall receive the following additional payments or benefits:

(i) Executive's then Base Salary for the remaining term of this Agreement, paid as and when due as if this Agreement had not been terminated;

(ii) Continuation of coverage and premium payments by ARC under ARC's group insurance programs for Executive and his eligible family members under Section 6(a) if this Agreement had not been terminated, and thereafter under Section 6(b) in accordance with the provisions of such Section;

(iii) Continuation of the Special Benefits under Section 7 of this Agreement, if this Agreement had not been terminated; and

(iv) All unvested stock options, restricted stock or similar rights granted to Executive shall accelerate and become vested and exercisable immediately as of the effective date of termination.

(d) **Termination because of Death or Disability of Executive** . If this Agreement and Executive's employment hereunder is terminated under Sections 11(a) or (b) by reason of Executive's death or by reason of being Permanently Disabled, Executive or his family shall be entitled to the additional benefits described in Section 12(c)(ii) above.

(e) **Parachute Payments.** In the event that the severance, acceleration of stock options and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended or replaced (the “**Code**”) and (ii) but for this Section 12 (e), would be subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Code (the “**Excise Tax**”), then Executive’s benefits hereunder shall be either:

(i) provided to Executive in full; or

(ii) provided to Executive only as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under the Excise Tax. Unless ARC and Executive otherwise agree in writing, any determination required under this Section 12(e) shall be made in writing in good faith by ARC’s independent public accountants (the “**Accountants**”). In the event of a reduction in benefits hereunder, Executive shall be given the choice of which benefits to reduce. For purposes of making the calculations required by this Section 12(e), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code. ARC and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 12(e). ARC shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 12(e).

(f) **409A Compliance**.

(i) **6-Month Delay Rule**. Except as provided in paragraph (ii) below, in the event that Executive is a “specified employee” (as defined in Section 409A(a)(2)(B)(i) of the Code and regulations thereunder) at the time of the termination of his employment with ARC, payment of all amounts subject to Section 409A of the Code that would otherwise be made under Section 12 of this Agreement, including any installments, may not be paid before a date that is six months and two days after the date of termination from employment (including death). Such amounts that otherwise would have been paid during such six-month period will be paid as of the date that is six months and two days after the date of employment termination.

(ii) **Exception**. In the event that payment of amounts under Section 12 of this Agreement at the time(s) of payment specified under its terms (without regard to this Section 12(f)) does not cause any amount of the payment to fail to comply with the provisions of Section 409A of the Code, and does not result in any excise tax or additional tax penalty under Section 409A, then the six-month delay rule of paragraph (i) above will not apply and payment of such amounts will be made at the time(s) specified under the applicable terms of Section 12 of this Agreement without regard to this Section 12(f).

(iii) **General Compliance**. During the term of this Agreement, ARC and Executive agree to modify and administer the Agreement to the extent possible to comply with Section 409A of the Code and to avoid incurring any excise and other additional tax liability that might be imposed on Executive or ARC.

13. Arbitration and Equitable Relief

(a) **Arbitration** . In consideration of Executive's employment with ARC, its promise to arbitrate all employment-related disputes and Executive's receipt of the compensation paid to Executive by ARC, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including ARC and any employee, officer, director, shareholder or benefit plan of ARC in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with ARC or the termination of that employment with ARC, including any provision of this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in the California Code of Civil Procedure section 1280 through 1294.2, including section 1283.05 collectively (the "**Rules** ") and pursuant to California law. Disputes which Executive agrees to arbitrate, and hereby agrees to waive any right to a trial by jury, include without limitation, any common law claims, statutory claims under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination In Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment And Housing Act, the California Labor Code (except for workers compensation or unemployment insurance claims), or ERISA, claims of harassment, discrimination or wrongful termination and any other statutory claims under state or federal law.

(b) **Procedure** . Any arbitration will be administered by JAMS and a neutral arbitrator will be selected in a manner consistent with its rules for the resolution of employment disputes. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. ARC will pay for any administrative or hearing fees charged by the arbitrator or JAMS except that Executive shall pay the first \$200.00 of any filing fees associated with any arbitration Executive initiates. The arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules. To the extent that the JAMS rules for the resolution of employment disputes conflict with the Rules, the Rules shall take precedence. The decision of the arbitrator shall be in writing.

(c) **Remedy**. Except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between ARC and Executive. Accordingly, except as provided for by the Rules and this Agreement, neither ARC nor Executive will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful ARC policy, and the arbitrator shall not order or require ARC to adopt a policy not otherwise required by law which ARC has not adopted.

(d) **Availability of Injunctive Relief**. In addition to the right under the Rules to petition the court for provisional relief, ARC may also petition the court for injunctive relief, notwithstanding any provision in this Agreement requiring arbitration, where ARC alleges or claims a violation of this Agreement, or any separate agreement between Executive and ARC regarding trade secrets, confidential information or non-solicitation, or California Labor Code §2870. No bond shall be required of ARC. Executive understands and agrees that any breach or threatened breach of this Agreement or of any such separate agreement will cause irreparable injury to ARC or its subsidiaries or affiliates and that money damages will not provide an adequate remedy therefore, and Executive hereby consents to the issuance of an injunction. In the event either Party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorney fees related thereto.

(e) **Administrative Relief**. This Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the Workers' Compensation Board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim.

(f) **Voluntary Nature of Agreement**. Executive acknowledges and agrees that he is executing this Agreement voluntarily and without any duress or undue influence by ARC or anyone else. Executive further acknowledges and agrees that he has carefully read this Agreement, that he has asked any questions needed for him to understand the terms, consequences and binding effect of this Agreement, and that he fully understands this Agreement, including that *he is waiving his right to a jury trial*. Finally, Executive acknowledges that he has been provided an opportunity to seek the advice of an attorney of his choice before signing this Agreement.

14. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regard to California conflict of laws principles.

15. Release

In exchange for the benefits and other consideration under this Agreement to which Executive would not otherwise be entitled, Executive shall enter into and execute a release substantially in the form attached hereto as Exhibit A (the "**Release**") upon his termination of employment. Unless the Release is executed by Executive and delivered to ARC within thirty (30) days after the termination of Executive's employment with ARC, Executive shall receive only the basic severance benefits provided under Section 12(a) of this Agreement and no additional benefits under Section 12 or the extended health insurance coverage under Section 6 (b) of this Agreement.

16. Notices

Any notices or other communications desired or required under this Agreement shall be in writing, signed by the Party making the same, and shall be deemed delivered when personally delivered or on the second business day after the same is sent by certified or registered mail, postage prepaid, addressed as follows (or to such other address as may be designated by like written notice):

If to Executive: At the last residential address known by ARC

If to ARC: American Reprographics Company
1981 North Broadway, Suite 385
Walnut Creek, CA 94596
Attn.: Chief Financial Officer

17. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

18. Assignment

Except as otherwise specifically provided herein, neither party shall assign this Agreement or any rights hereunder without the consent of the other party, and any attempted or purported assignment without such consent shall be void; provided that Executive's consent under this Agreement shall not be required hereby for any of the transactions involving a Change of Control. This Agreement shall otherwise bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees, devisees, executors, administrators and legal representatives.

19. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the parties regarding the subject matter of this agreement. Any prior employment agreement, bonus agreement or other compensation agreement between Executive and ARC or any predecessor, subsidiary or affiliate of ARC, is hereby amended and superseded as of the Effective Date. This Agreement may not be amended or modified except in writing signed by both parties.

20. Waiver

If either Party waives any breach of any provisions of this Agreement, he or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this agreement.

21. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first hereinabove set forth.

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: /s/ Dilantha Wijesuriya
Dilantha Wijesuriya
Title: Chief Operations Officer

/s/ Kumarakulasingam Suriyakumar
Kumarakulasingam Suriyakumar

EXHIBIT A

RELEASE AGREEMENT

I understand that my position with American Reprographics Company (“ARC”) terminated effective _____(the “Separation Date”). ARC has agreed that if I choose to sign this Agreement, ARC will pay me severance benefits (minus the standard withholdings and deductions) pursuant to the terms of the Amended and Restated Executive Employment Agreement entered into on _____, between myself and ARC (the “Severance Benefits). I understand that I am not entitled to the Severance Benefits unless I sign this Agreement. I understand that in addition to the Severance Benefits, ARC will pay me all of my accrued salary and vacation, to which I am entitled by law.

In consideration for the Severance Benefits I am receiving under this Agreement, I agree not to use or disclose any of ARC’s proprietary information without written authorization from ARC, to immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control, and to release ARC and its officers, directors, agents, attorneys, employees, shareholders, and affiliates from any and all claims, debts, liabilities, demands, causes of action, attorneys’ fees, damages, or obligations of every kind and nature, whether they are known or unknown, arising at any time prior to the date I sign this Agreement. This general release includes, but is not limited to: all federal and state statutory and common law claims, claims related to my employment or the termination of my employment or related to breach of contract, tort, wrongful termination, discrimination, wages or benefits, or claims for any form of compensation. This release is not intended to release any claims I have or may have against any of the released parties for (a) indemnification as a director, officer, agent or employee under applicable law, charter document or agreement, (b) severance and other termination benefits under my employment agreement and any related written documents, (c) health or other insurance benefits based on claims already submitted or which are covered claims properly submitted in the future, (d) vested rights under pension, retirement or other benefit plans, or (e) in respect of events, acts or omissions occurring after the date of this Release Agreement.

In releasing claims unknown to me at present, I am waiving all rights and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the federal Age Discrimination in Employment Act of 1967, as amended (“ADEA”). I also acknowledge that the consideration given for the waiver in the above paragraph is in addition to anything of value to which I was already entitled. I have been advised by this writing, as required by the ADEA that: (a) my waiver and release do not apply to any claims that may arise after my signing of this Agreement; (b) I should consult with an attorney prior to executing this release, (c) I have twenty-one (21) days within which to consider this release (although I may choose to voluntarily execute this release earlier); (d) I have seven (7) days following the execution of this release to revoke the Agreement; (e) this Agreement will not be effective until the eighth day after this Agreement has been signed both by me and by ARC (“Effective Date”); and I will not be paid any of the Severance Benefits until this Agreement has become effective.

This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between ARC and me with regard to the subject matter hereof I am not relying on any promise or representation by ARC that is not expressly stated herein. This Agreement may only be modified by a writing signed by both me and a duly authorized officer of ARC. I accept and agree to the terms and conditions stated above:

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: _____

Kumarakulasingam Suriyakumar

Address: _____

Title: _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This Amended and Restated Executive Employment Agreement (the “ **Agreement** ”) is entered into by and between **American Reprographics Company** , a Delaware corporation (“ **ARC**”) as the employer, and **Rahul K. Roy** , a resident of California, an individual (“ **Executive** ”), as the employee, on March 21, 2011 , effective as of March 31, 2011 (the “ **Effective Date** ”).

RECITALS

WHEREAS , ARC and Executive entered into an Employment Agreement dated January 7, 2005, as amended (“ **Agreement** ”), under which Executive is employed as Chief Technology Officer of ARC.

WHEREAS , the term of the Agreement will expire on March 31, 2011.

WHEREAS , the parties now wish to amend and restate the Agreement as of the Effective Date.

Now, therefore, in consideration of the promises, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Position and Duties

(a) ARC employs Executive as its Chief Technology Officer (“ **CTO** ”), and Executive agrees to serve ARC in such capacity, upon the terms and conditions set forth herein.

(b) Executive shall report to ARC’s Chief Executive Officer (“ **CEO** ”). Executive’s primary responsibilities shall be to:

(i) Design, develop and implement technology solutions as required for general business planning regarding technology and systems required to maintain ARC’s business operations and competitiveness;

(ii) recognize new developments in technology and anticipate trends;

(iii) update and improve technology solutions acquired by, or developed within, ARC to facilitate ARC to maintain its competitive edge in the market place;

(iv) establish and advise ARC on long-term needs for information systems and plan strategies for developing systems and acquiring hardware to meet ARC's business needs;

(v) research, develop and establish the infrastructure required for the company's information management systems and to enable the company and its systems to remain current with industry standards and trends;

(vi) serve as technical project manager or designate and oversee project managers related to ARC systems and technology;

(vii) be responsible for the development, operation, protection and maintenance of ARC's software tools and products, including the PlanWell series of products, Abacus, BidCaster, EWO, MetaPrint and OneView, and such new or additional products as may be owned or developed by ARC from time to time;

(viii) manage and maintain ARC's technology center(s) and oversee the training of technical personnel;

(ix) ensure that ARC's intellectual property, including such software tools and products, are at all times during the term of, and upon the expiration or termination of, this Agreement, fully secured and documented in accordance with industry standards and best practices;

(x) ensure that, upon the expiration or termination of this Agreement, the duties and responsibilities of Executive as CTO shall be transitioned to a new person hired or otherwise designated by ARC as ARC's new CTO in such a manner that there will be no disruptions or interruptions to ARC's business; and

(xi) perform other duties commonly incident to the office and such other duties and have such other powers as ARC's CEO shall designate from time to time.

Without limiting the foregoing, Executive shall have the authority generally incident and necessary to perform such duties.

(c) During the term of this Agreement, Executive will devote all of his employment time and attention to the affairs of ARC and use his best efforts to promote the business and interests of ARC. Executive owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of ARC, and not to do any act which would injure the business, interests, or reputation of ARC or any of its subsidiaries or affiliates.

2. Term

The term of this Agreement shall commence on the Effective Date hereof and continue until March 31, 2014 unless otherwise terminated in accordance with the provisions hereof; provided, however, that this Agreement will automatically be extended on a year-to-year basis on the terms and conditions set forth herein, including the bonus provisions of Section 3(b), unless either party gives written notice to the other at least one hundred twenty (120) days prior to the expiration of the term of this Agreement, which includes any extensions, that this Agreement shall terminate at the end of such term, or extension thereof.

3. Direct Compensation

In consideration of the services to be provided by Executive, Executive shall receive compensation, less all applicable taxes, social security payments and other items that ARC is required by law to withhold or deduct therefrom, as follows:

(a) **Base Salary**. Executive's annual Base Salary shall be \$500,000 per year, payable in installments in accordance with ARC's customary payroll procedures; provided, however, that as of the Effective Date and for the remainder of the fiscal year ending December 31, 2011 (the "**2011 Base Salary Reduction Period**"), the amount of Base Salary payable to Executive pursuant to this Section 3(a) shall be reduced by ten percent (10%) (the "**2011 Base Salary Reduction**"). Notwithstanding anything to the contrary contained in this Section 3(a), if Executive's employment with ARC is terminated other than for Cause during the 2011 Base Salary Reduction Period, any Base Salary severance benefits payable to Executive under Sections 11(a), (c) and (d) of the Agreement shall be calculated based on the \$500,000 Base Salary amount, without taking into account the 2011 Base Salary Reduction.

(b) **Incentive Bonus**. During the term of this Agreement, Executive shall be eligible to receive an annual Incentive Bonus ("**Incentive Bonus**") in an amount equal to eighty percent (80%) of Executive's Base Salary per year contingent upon achievement of performance criteria to be established by ARC's CEO in consultation with Executive, and approved by the Compensation Committee of ARC's Board of Directors. The Incentive Bonus shall be paid no later than 60 days following the close of each fiscal year, in cash or ARC common stock, or partly in each, as elected by Executive at least 20 days before the date such Incentive Bonus is paid. As a condition to receiving ARC common stock Executive must deposit with ARC on the date of issuance cash in the amount, if any, by which the total of employee withholding taxes required to be withheld with respect to the entire Incentive Bonus exceeds the cash portion of the Incentive Bonus available for withholding. To be eligible to receive a bonus, Executive must have been employed by ARC during the entire fiscal year to which such Incentive Bonus relates.

(c) **Additional Bonuses** . ARC may from time to time, in its absolute discretion, establish additional bonus programs for Executive.

4. General Benefits

During the term of this Agreement, Executive shall be entitled to other benefits provided by ARC to its senior executives from time to time, including but not limited to, 401(k) and other retirement plans, deferred compensation, paid holidays, sick leave and other similar benefits. Executive shall be entitled to 4 weeks paid vacation each calendar year accrued and vested in accordance with ARC's vacation policy applicable to senior management.

5. Stock Plans

In the sole discretion of the Board of Directors of ARC, Executive shall be eligible to participate in stock option, stock purchase, stock bonus and similar plans of ARC established from time to time by ARC.

6. Group Insurance or Benefit Plans

During the term of this Agreement, Executive shall be automatically covered by ARC group insurance programs (including any self-insured programs sponsored by ARC), including medical, dental, vision, disability, and life, if any. Executive's spouse and children which are eligible for coverage may join the insurance programs, subject to ARC's policies and applicable laws. The premiums for all insurance programs for Executive and Executive's spouse and eligible children shall be paid by ARC.

7. Special Benefits

Executive shall be allowed additional employer-paid benefits of his choice (“ **Special Benefits** ”), including the lease of automobiles, social, golf or athletic club memberships and other benefits not specifically provided for in this Agreement, provided, however, that the annual cost to ARC shall not exceed \$15,000. Any employer taxes imposed upon ARC by reason of the furnishing of such Special Benefits shall be included in the annual \$15,000 limitation. Any unused allowance for Special Benefits shall not be carried over to a subsequent year.

8. Reimbursement of Business Related Expenses

Executive shall be entitled to receive prompt reimbursement for reasonable expenses incurred by him in performing services hereunder during the term of this Agreement in accordance with the policies and procedures then in effect and established by ARC for its employees. In addition to the Special Benefits set forth in Section 7 above, Executive shall also be entitled to reimbursement of Executive membership dues and related ongoing costs of appropriate professional organizations which are approved by ARC’s CEO.

9. Obligations and Restrictive Covenants

(a) **Obligations** . During the term of this Agreement, Executive shall not engage in any other employment, occupation or consulting activity for any direct or indirect remuneration. This obligation shall not preclude Executive from: (i) serving in any volunteer capacity with any professional, community, industry, civic, educational or charitable organization; (ii) serving as a member of corporate boards of directors, provided that ARC’s CEO has given written consent, and these activities or services do not materially interfere or conflict with Executive’s responsibilities or ability to perform his duties under this Agreement; or (iii) engaging in personal investment activities for himself and his family which do not interfere with the performance of his duties and obligations hereunder.

(b) **Non-Competition; Non-Solicitation** . The Parties hereto recognize that Executive's services are unique and the restrictive covenants set forth in this Section 9 are essential to protect the business (including trade secret and other confidential information disclosed by ARC to, learned by or developed by Executive during the course of employment by ARC) and the good will of ARC. For purposes of this Section 9, all references to "ARC" shall include ARC's predecessors, subsidiaries and affiliates. As part of the consideration for the compensation and benefits to be paid to Executive hereunder, during the term of this Agreement Executive shall not:

(i) Engage in any business similar or related to or competitive with the business conducted by ARC described from time to time in ARC's Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (the "**Core Business of ARC**");

(ii) Render advice or services to, or otherwise assist, any other person, association, corporation, or other entity that is engaged, directly or indirectly, in any business similar or related to, or competitive with, the Core Business of ARC;

(iii) Transact any business in any manner with or pertaining to suppliers or customers of ARC which, in any manner, would have, or is likely to have, an adverse effect upon the Core Business of ARC; or

(iv) Induce any employee of ARC to terminate his or her employment with ARC, or hire or assist in the hiring of any such employee by any person or entity not affiliated with ARC.

For purposes of this Agreement, "affiliate" shall mean any entity which owns or controls, is owned or controlled by, or is under common ownership or control, with ARC.

10. Confidentiality; Inventions

(a) **Confidentiality**. Executive acknowledges that it is the policy of ARC to maintain as secret and confidential all valuable and unique information heretofore or hereafter acquired, developed or used by ARC relating to the business, operations, employees and customers of ARC, which information gives ARC a competitive advantage in the industry, and which information includes technical knowledge, know-how or trade secrets and information concerning operations, sales, personnel, suppliers, customers, costs, profits, markets, pricing policies, all matters referred to in Section 10(b) below, and other confidential information and materials (the "**Confidential Information**").

(i) **Non-Disclosure**. Executive recognizes that the services to be performed by Executive are special and unique, and that by reason of his duties he will be given, acquire or learn Confidential Information. Executive recognizes that all such Confidential Information is the sole and exclusive property of ARC and its subsidiaries or affiliates. Executive shall not, either during or after his employment by ARC, disclose the Confidential Information to anyone outside ARC or use the Confidential Information for any purpose whatsoever, other than for the performance of his duties hereunder, except as authorized by ARC in connection with performance of such duties.

(ii) **Return of Confidential Information** . Executive shall deliver promptly upon termination of employment with ARC, or at any time requested by ARC, all memos, notes, records, reports, manuals, drawings, and any other documents, whether in electronic form or otherwise, containing any Confidential Information, including without limitation all copies of such materials in any format which Executive may then possess or have under his control.

(b) **Ownership of Inventions; Assignment of Rights** .

(i) **Disclosure of Inventions to Company**. Executive agrees promptly to fully disclose in writing to ARC and to hold in trust for the sole right and benefit of ARC, or its designee, all of Executive's rights, titles, and interests in and to any and all inventions, discoveries, developments, concepts, improvements, trade secrets, formulas, techniques, processes, software, and know-how, whether or not patentable and whether or not reduced to practice, all works of authorship, whether or not copyrightable, and any and all other like developments or items conceived, developed, or learned by Executive during the period of employment by ARC, either alone or jointly with others, which relate to or result from the actual or anticipated business, work, research, development or investigations of ARC, or which result, to any extent, from use of ARC's property, supplies, equipment or facilities or of the Proprietary Information (the foregoing hereinafter collectively referred to as the "**Inventions** ").

(ii) **Inventions are Sole Property of ARC.** To the extent Inventions include material subject to copyright protection, such materials have been specially commissioned by ARC and they shall be deemed “work for hire” as such term is defined under U.S. copyright law. Executive acknowledges and agrees that all Inventions shall be the sole property of ARC or any other entity designated by it, and Executive hereby irrevocably and exclusively assigns to ARC, its successors, and assigns, without further consideration, all right, title, and interest in and to all such Inventions including, without limit, any trademarks, service marks, trade names, copyrights, patents, trade secrets, mask work rights or other intellectual property or proprietary rights relating to the Inventions, in any and all countries, whether or not registrable under United States or foreign trademark, copyright, patent or similar laws and all applications for registration thereunder (“**Rights**”). Such assignment does not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code (attached hereto for reference); provided, however, Executive shall maintain contemporaneous written records of the process of creating such an invention; and provided further that such invention (including the records relating thereto) remains subject to the disclosure obligation of the preceding paragraph. To the extent any of Executive’s rights in Inventions, including without limitation any moral rights, are not subject to assignment hereunder, Executive further grants to ARC an exclusive, perpetual, irrevocable, royalty-free worldwide license to such Inventions for use, sale, license and distribution, marketing, advertising, copying and to make derivative works thereof or any other use ARC wishes. ARC or any other entity designated by it shall be the sole owner of all Inventions and Rights pertaining to the Inventions. In case any Invention is described in a patent application or disclosed to third parties by Executive within three years after leaving the employ of ARC, it is to be presumed that the Invention was conceived during the period of Executive’s employment by ARC and the Invention will belong to ARC unless proved by Executive to have been conceived following termination of such employment. Executive hereby irrevocably and forever waives, and agrees never to assert any Moral Rights, as defined below, as applicable, in or to the Inventions which Executive may now have or which may accrue to Executive’s benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the Inventions and the right to object to any modification, translation or use of the Inventions, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

(iii) **Assignment of Inventions.** Executive agrees to assist ARC, or its designee, at ARC's expense to secure ARC's Rights in and to the Inventions and will disclose to ARC all pertinent information and data with respect to the Inventions that is needed to secure the Rights and will execute all applications, specifications, assignments and other instruments which ARC reasonably requests to enable ARC to apply for and obtain the Rights, and to assign and convey to ARC, its successors, assigns, and nominees the sole and exclusive rights, titles and interests in and to such Inventions and Rights. Executive further agrees that his obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of employment with ARC. In the event that ARC is unable, after reasonable effort, to secure Executive's signature on any of the foregoing assignments, instruments or papers, whether because of Executive's physical or mental incapacity or for any other reason whatsoever, Executive hereby irrevocably designates and appoints ARC and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Executive's behalf and stead, to execute and/or file any documents, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright, trademark and other analogous rights or protections thereon, or which are otherwise necessary to secure, apply for or obtain Rights, or to assign and convey to ARC, its successors, assigns and nominees the sole and exclusive rights, titles and interests in and to such Inventions and Rights with the same legal force and effect as if executed by Executive. Executive's obligation to assist ARC in obtaining and enforcing Rights for the Inventions in any and all countries shall continue beyond the termination of Executive's relationship with ARC but ARC shall compensate Executive at a reasonable rate after such termination for time actually spent by Executive at ARC's request for such assistance.

(iv) **Prior Inventions.** Any and all prior inventions, discoveries and improvements made by Executive prior to employment with ARC shall not be affected by this Agreement. Executive acknowledges that he provided a complete list of such inventions, discoveries and improvements made by Executive prior to Employee's employment with ARC, in connection with, and incorporated by referenced into, the Agreement.

(c) **Use of Information.** Executive shall not deliver, reproduce or in any way allow Confidential Information to be delivered or used by any third party without specific direction or consent of ARC's CEO. Likewise, Executive shall not disclose to ARC, use in ARC's business, or cause ARC to use, any documents, information or material that is a trade secret of others.

(d) **Predecessors, Subsidiaries and Affiliates.** For purposes of this Section 10, references to ARC include its predecessors, subsidiaries and affiliates.

11. Termination.

Notwithstanding any other term or provision contained in this Agreement, this Agreement and the employment hereunder will terminate prior to the expiration of the term of this Agreement under the following circumstances:

(a) **Death.** Upon Executive's death.

(b) **Disability** . Upon Executive becoming “Permanently Disabled”, which, for purposes of this Agreement, shall mean Executive’s incapacity due to physical or mental illness or cause, which, in the written opinion of Executive’s regular licensed physician, results in the Executive being unable to perform his duties on a full-time basis for 6 months during a period of 12 months.

(c) **Termination by ARC for Cause** . Upon written notice Executive, ARC may terminate this Agreement for Cause, which, for purposes of this Agreement, shall mean termination by ARC in its reasonable discretion because of Executive’s:

(i) Willful refusal without proper cause to perform (other than by reason of physical or mental disability or death) the duties set forth in this Agreement or delegated from time to time in writing by ARC’s CEO, which remains uncorrected for 30 days following written notice to Executive by ARC’s CEO; or

(ii) Gross negligence, self dealing or willful misconduct of Executive in connection with the performance of his duties hereunder, including, without limitation, misappropriation of funds or property of ARC or its subsidiaries or affiliates, securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of ARC or its subsidiaries or affiliates, or any willful act or gross negligence having the effect of injuring the reputation, business or business relationships of ARC or its subsidiaries or affiliates; or

(iii) fraud, dishonesty or misappropriation of ARC business and assets that harms the business of ARC or its subsidiaries or affiliates; or

- (iv) habitual insobriety, abuse of alcohol, abuse of prescription drugs, or use of illegal drugs; or
- (v) engaging in any criminal activity involving moral turpitude; or
- (vi) indictment or being held for trial in connection with a misdemeanor involving moral turpitude or any felony; or
- (vii) conviction of a felony or entry into a guilty plea that negatively reflects on Executive's fitness to perform the duties or harms the reputation or business of ARC or its subsidiaries or affiliates; or
- (viii) any material breach of any covenants under this Agreement or other material policy of ARC, other than under clauses (i) through (vii) of this Section 11(c) which remains uncorrected for 30 days following written notice to Executive by ARC's CEO.

(d) **Termination by ARC without Cause** . Upon written notice to Executive, ARC may terminate this Agreement at any time without any Cause or reason whatsoever.

(e) **Termination by Executive with Good Reason** . Upon written notice to ARC of any of the following "Good Reasons," and the failure of ARC to correct the reduction, change or breach within 30 days after receipt of such notice, Executive may terminate this Agreement after the occurrence of

(i) a material change by ARC in the nature of Executive's title, duties, authorities and responsibilities set forth in this Agreement without Executive's express written consent; or

(ii) a reduction in the nature of Executive's compensation as established under this Agreement, without Executive's express written consent; or

(iii) a change in the officer (other than a change in the person who occupies such position) to whom Executive reports without Executive's express consent; or

(iv) a material breach by ARC of any material sections of this Agreement, other than as set forth in clauses (i) through (iii) of this Section 11(e); or

(v) a Change of Control, as defined in Section 11(g), as a result of which Executive is not offered the same or comparable position in the surviving company, or is offered such position but within twelve (12) months after Executive accepts such position, Executive's employment is terminated either without cause or for a Good Reason described in subsections (i), (ii), (iii) of this Section 11(e) or in subsection (iv) as to the employment agreement then applicable to Executive.

(f) **Termination by Executive without Good Reason** . Upon 45 days prior written notice to ARC, Executive may terminate this Agreement and resign from Executive's employment hereunder without any Good Reason.

(g) **Change of Control** .

(i) For purposes of this Agreement, "Change of Control" shall mean:

(A) ARC merges or consolidates with any other corporation (other than one of ARC's subsidiaries), as a result of which ARC is not the surviving company, or the shares of ARC voting stock outstanding immediately after such transaction do not constitute, become exchanged for or converted into, more than 50% of the Voting Shares of the merged or consolidated company (as defined below);

(B) ARC sells or otherwise transfers or disposes of all or substantially all of its assets;

(C) Any third person or entity shall become the Beneficial Owner, as defined by Rule 13(d)-3 under the Securities Exchange Act of 1934, in one transaction or a series of related transactions within any 12 month period, of at least 50% of the Voting Shares of ARC's then outstanding voting securities.

(ii) For purposes of this Agreement, "Voting Shares" shall mean the combined voting securities entitled to vote in the election of directors of a corporation, including ARC, or the merged, consolidated or surviving company, if other than ARC.

(h) **Expiration**. For purposes of this Agreement, the expiration of this Agreement at the end of its term, including any extensions, does not constitute a termination.

12. Severance Benefits

(a) **Basic Benefits**. Upon expiration or termination of this Agreement for any reason, and subject to the provisions of Section 12(e), Executive will be entitled to: (i) payment for all Base Salary and unused vacation accrued and prorated, but unpaid, as of the effective date of termination, provided that payment for such amounts will be made no later than 30 days after the effective date of termination, (ii) payment, when due, of any earned but unpaid Incentive Bonus for the preceding fiscal year, (iii) any unreimbursed business expenses authorized by this Agreement, provided that such reimbursement will be paid to Executive no later than 30 days after the effective date of termination, (iv) continuation of any benefits under Section 6 as required by applicable law (e.g., COBRA), and (v) such rights as then exist with respect to then vested stock options, restricted stock or other rights under similar plans.

(b) **Termination by ARC for Cause or by Executive without Good Reason** . If this Agreement and Executive's employment hereunder is terminated by ARC for Cause pursuant to Section 11(c), or by Executive without Good Reason pursuant to Section 11(f), Executive shall not be entitled to any additional payments or benefits hereunder.

(c) **Termination by ARC without Cause; Termination by Executive with Good Reason** . If this Agreement and Executive's employment hereunder is terminated by ARC without Cause pursuant to Section 11(d), or by Executive for Good Reason as defined in Section 11(e), subject to Executive's compliance with the provisions of Sections 15 and 16 below, Executive shall receive the following additional payments or benefits:

(i) Executive's then Base Salary for the remaining term of this Agreement, paid as and when due as if this Agreement had not been terminated, provided, however, that if Section 11(e)(5) is applicable to such termination, such Base Salary shall continue to be paid for the greater of the remaining term of this Agreement or twelve (12) months;

(ii) Continuation of coverage and premium payments by ARC under ARC's group insurance programs for Executive and his eligible family members under Section 6 for the period during which Base Salary is paid under Section 12(c)(i) above;

(iii) Continuation of the Special Benefits under Section 7 of this Agreement, for the period during which Base Salary is paid under Section 12(c)(i) above; and

(iv) All unvested stock options, restricted stock or similar rights granted to Executive shall accelerate and become vested and exercisable immediately as of the effective date of termination.

(d) **Termination because of Death or Disability of Executive**. If this Agreement and Executive's employment hereunder is terminated under Sections 11(a) or (b) by reason of Executive's death or by reason of being Permanently Disabled, Executive or his family shall be entitled to continuation of coverage and premium payments by ARC under ARC's group insurance programs for Executive and his eligible family members under Section 6 for a period of 12 months after the termination of employment.

(e) **Parachute Payments**. In the event that the severance, acceleration of stock options and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended or replaced (the "**Code**") and (ii) but for this Section 12 (e), would be subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Code (the "**Excise Tax**"), then Executive's benefits hereunder shall be either:

(i) provided to Executive in full; or

(ii) provided to Executive only as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under the Excise Tax. Unless ARC and Executive otherwise agree in writing, any determination required under this Section 12(e) shall be made in writing in good faith by ARC's independent public accountants (the "**Accountants**"). In the event of a reduction in benefits hereunder, Executive shall be given the choice of which benefits to reduce. For purposes of making the calculations required by this Section 12(e), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code. ARC and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 12(e). ARC shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 12(e).

(f) **409A Compliance**.

(i) **6-Month Delay Rule**. Except as provided in paragraph (ii) below, in the event that Executive is a “specified employee” (as defined in Section 409A(a)(2)(B)(i) of the Code and regulations thereunder) at the time of the termination of his employment with ARC, payment of all amounts subject to Section 409A of the Code that would otherwise be made under Section 12 of this Agreement, including any installments, may not be paid before a date that is six months and two days after the date of termination from employment (including death). Such amounts that otherwise would have been paid during such six-month period will be paid as of the date that is six months and two days after the date of employment termination.

(ii) **Exception**. In the event that payment of amounts under Section 12 of this Agreement at the time(s) of payment specified under its terms (without regard to this Section 12(f)) does not cause any amount of the payment to fail to comply with the provisions of Section 409A of the Code, and does not result in any excise tax or additional tax penalty under Section 409A, then the six-month delay rule of paragraph (i) above will not apply and payment of such amounts will be made at the time(s) specified under the applicable terms of Section 12 of this Agreement without regard to this Section 12(f).

(iii) **General Compliance** . During the term of this Agreement, ARC and Executive agree to modify and administer the Agreement to the extent possible to comply with Section 409A of the Code and to avoid incurring any excise and other additional tax liability that might be imposed on Executive or ARC.

13. Arbitration and Equitable Relief

(a) **Arbitration** . In consideration of Executive's employment with ARC, its promise to arbitrate all employment-related disputes and Executive's receipt of the compensation paid to Executive by ARC, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including ARC and any employee, officer, director, shareholder or benefit plan of ARC in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with ARC or the termination of that employment with ARC, including any provision of this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in the California Code of Civil Procedure section 1280 through 1294.2, including section 1283.05 collectively (the "**Rules** ") and pursuant to California law. Disputes which Executive agrees to arbitrate, and hereby agrees to waive any right to a trial by jury, include without limitation, any common law claims, statutory claims under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination In Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment And Housing Act, the California Labor Code (except for workers compensation or unemployment insurance claims), or ERISA, claims of harassment, discrimination or wrongful termination and any other statutory claims under state or federal law.

(b) **Procedure**. Any arbitration will be administered by JAMS and a neutral arbitrator will be selected in a manner consistent with its rules for the resolution of employment disputes. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. ARC will pay for any administrative or hearing fees charged by the arbitrator or JAMS except that Executive shall pay the first \$200.00 of any filing fees associated with any arbitration Executive initiates. The arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules. To the extent that the JAMS rules for the resolution of employment disputes conflict with the Rules, the Rules shall take precedence. The decision of the arbitrator shall be in writing.

(c) **Remedy**. Except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between ARC and Executive. Accordingly, except as provided for by the Rules and this Agreement, neither ARC nor Executive will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful ARC policy, and the arbitrator shall not order or require ARC to adopt a policy not otherwise required by law which ARC has not adopted.

(d) **Availability of Injunctive Relief.** In addition to the right under the Rules to petition the court for provisional relief, ARC may also petition the court for injunctive relief, notwithstanding any provision in this Agreement requiring arbitration, where ARC alleges or claims a violation of this Agreement, or any separate agreement between Executive and ARC regarding trade secrets, confidential information or non-solicitation, or California Labor Code §2870. No bond shall be required of ARC. Executive understands and agrees that any breach or threatened breach of this Agreement, including, without limitation, the provisions of Section 16, or of any such separate agreement will cause irreparable injury to ARC or its subsidiaries or affiliates and that money damages will not provide an adequate remedy therefore, and Executive hereby consents to the issuance of an injunction. In the event either Party seeks injunctive relief, the prevailing Party shall be entitled to recover reasonable costs and attorney fees related thereto.

(e) **Administrative Relief.** This Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the Workers' Compensation Board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim.

(f) **Voluntary Nature of Agreement.** Executive acknowledges and agrees that he is executing this Agreement voluntarily and without any duress or undue influence by ARC or anyone else. Executive further acknowledges and agrees that he has carefully read this Agreement, that he has asked any questions needed for him to understand the terms, consequences and binding effect of this Agreement, and that he fully understands this Agreement, including that *he is waiving his right to a jury trial*. Finally, Executive acknowledges that he has been provided an opportunity to seek the advice of an attorney of his choice before signing this Agreement.

14. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regard to California conflict of laws principles.

15. Release

In exchange for the benefits and other consideration under this Agreement to which Executive would not otherwise be entitled, Executive shall enter into and execute a release substantially in the form attached hereto as Exhibit A (the “**Release**”) upon his termination of employment. Unless the Release is executed by Executive and delivered to ARC within thirty (30) days after the termination of Executive’s employment with ARC, Executive shall receive only the basic severance benefits provided under Section 12(a) of this Agreement and no additional benefits under Section 12.

16. Consulting Agreement

Upon the expiration or earlier termination of this Agreement, Executive shall continue to provide limited services to ARC, at ARC’s request, for the sole purpose of carrying out the provisions of Sections 1(b)(ix) and (x) for a period of up to 12 months, which Executive acknowledges are vital to the welfare of ARC and its business and shareholders. Such services shall be performed during normal business hours on normal business days, or at such other times and days as Executive may reasonably request. Executive shall be paid at the hourly rate then prevailing for consultants performing similar services in the San Francisco Bay Area. During such consulting period, the provisions of Sections 10, 13, 14 and 16 through 21 will continue to apply.

17. Notices

Any notices or other communications desired or required under this Agreement shall be in writing, signed by the party making the same, and shall be deemed delivered when personally delivered or on the second business day after the same is sent by certified or registered mail, postage prepaid, addressed as follows (or to such other address as may be designated by like written notice):

If to Executive: At the last residential address known by ARC

If to ARC: American Reprographics Company
1981 North Broadway, Suite 385
Walnut Creek, CA 94596
Attn.: Chief Executive Officer

18. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

19. Assignment

Except as otherwise specifically provided herein, neither party shall assign this Agreement or any rights hereunder without the consent of the other party, and any attempted or purported assignment without such consent shall be void; provided that Executive's consent under this Agreement shall not be required hereby for any of the transactions involving a Change of Control. This Agreement shall otherwise bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees, devisees, executors, administrators and legal representatives.

20. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the parties regarding the subject matter of this Agreement. Any prior employment agreement, bonus agreement or other compensation agreement between Executive and ARC or any predecessor, subsidiary or affiliate of ARC, is hereby amended and superseded on and as of the Effective Date. This Agreement may not be amended or modified except in writing signed by both parties.

21. Waiver

If either party waives any breach of any provisions of this Agreement, he or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

22. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first hereinabove set forth.

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: /s/ Kumarakulasingam Suriyakumar
Kumarakulasingam Suriyakumar
Title: Chief Executive Officer, President and
Chairman of the Board

By: /s/ Rahul K. Roy
Rahul K. Roy

EXHIBIT A

RELEASE AGREEMENT

I understand that my position with American Reprographics Company (“ARC”) terminated effective _____(the “Separation Date”). ARC has agreed that if I choose to sign this Agreement, ARC will pay me severance benefits (minus the standard withholdings and deductions) pursuant to the terms of the Amended and Restated Executive Employment Agreement entered into on _____, between myself and ARC (the “Severance Benefits). I understand that I am not entitled to the Severance Benefits unless I sign this Agreement. I understand that in addition to the Severance Benefits, ARC will pay me all of my accrued salary and vacation, to which I am entitled by law.

In consideration for the Severance Benefits I am receiving under this Agreement, I agree not to use or disclose any of ARC’s proprietary information without written authorization from ARC, to immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control, and to release ARC and its officers, directors, agents, attorneys, employees, shareholders, and affiliates from any and all claims, debts, liabilities, demands, causes of action, attorneys’ fees, damages, or obligations of every kind and nature, whether they are known or unknown, arising at any time prior to the date I sign this Agreement. This general release includes, but is not limited to: all federal and state statutory and common law claims, claims related to my employment or the termination of my employment or related to breach of contract, tort, wrongful termination, discrimination, wages or benefits, or claims for any form of compensation. This release is not intended to release any claims I have or may have against any of the released parties for (a) indemnification as a director, officer, agent or employee under applicable law, charter document or agreement, (b) severance and other termination benefits under my employment agreement and any related written documents, (c) health or other insurance benefits based on claims already submitted or which are covered claims properly submitted in the future, (d) vested rights under pension, retirement or other benefit plans, or (e) in respect of events, acts or omissions occurring after the date of this Release Agreement.

In releasing claims unknown to me at present, I am waiving all rights and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the federal Age Discrimination in Employment Act of 1967, as amended (“ADEA”). I also acknowledge that the consideration given for the waiver in the above paragraph is in addition to anything of value to which I was already entitled. I have been advised by this writing, as required by the ADEA that: (a) my waiver and release do not apply to any claims that may arise after my signing of this Agreement; (b) I should consult with an attorney prior to executing this release, (c) I have twenty-one (21) days within which to consider this release (although I may choose to voluntarily execute this release earlier); (d) I have seven (7) days following the execution of this release to revoke the Agreement; (e) this Agreement will not be effective until the eighth day after this Agreement has been signed both by me and by ARC (“Effective Date”); and I will not be paid any of the Severance Benefits until this Agreement has become effective.

This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between ARC and me with regard to the subject matter hereof I am not relying on any promise or representation by ARC that is not expressly stated herein. This Agreement may only be modified by a writing signed by both me and a duly authorized officer of ARC. I accept and agree to the terms and conditions stated above:

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: _____

By: _____
Rahul K. Roy

Address: _____

Title: _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This Amended and Restated Executive Employment Agreement (the “ **Agreement** ”) is entered into by and between **American Reprographics Company** , a Delaware corporation (“ **ARC** ”) as the employer, and **Dilantha Wijesuriya** , a resident of California, an individual (“ **Executive** ”), as the employee, on March 21, 2011, effective as of February 25, 2011 (“ **Effective Date** ”).

RECITALS

WHEREAS , ARC and Executive entered into an Employment Agreement on February 23, 2009, as amended (“ **Initial Agreement** ”), under which Executive was employed as Senior Vice President National Operations of ARC.

WHEREAS , as of the Effective Date, Executive was appointed Chief Operating Officer of ARC.

WHEREAS , the parties now wish to amend and restate the Initial Agreement as of the Effective Date to reflect Executive’s appointment as Chief Operating Officer.

Now, therefore, in consideration of the promises, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Position and Duties

(a) ARC hereby employs Executive as its Chief Operating Officer, and Executive agrees to serve ARC in such capacity, upon the terms and conditions set forth herein.

(b) Executive shall report to the Chief Executive Officer (“ **CEO** ”) of ARC. Executive’s primary responsibilities shall be to (i) manage the daily operations of ARC, including, sales and marketing, business development, administration, and information systems, (ii) lead the execution of ARC’s long range corporate goals, and (iii) perform such other duties which are normal and customary to the position of Chief Operating Officer of a publicly-traded company. Executive shall have the authority generally incident and necessary to perform such duties. Executive will be a member of the executive team.

(c) During the term of this Agreement, Executive will devote all of his employment time and attention to the affairs of ARC and use his best efforts to promote the business and interests of ARC. Executive owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of ARC, and not to do any act which would injure the business, interests, or reputation of ARC or any of its subsidiaries or affiliates.

2. Term

The term of this Agreement and of Executive's employment hereunder shall commence on the Effective Date hereof and continue until February 25, 2014 unless otherwise terminated in accordance with the provisions hereof; provided, however, that this Agreement will automatically be extended on a year-to-year basis on the terms and conditions set forth herein, including the bonus provisions of Section 3(b), unless either party gives written notice to the other at least one hundred twenty (120) days prior to the expiration of the term of this Agreement, which includes any extensions, that this Agreement shall terminate at the end of such term, or extension thereof.

3. Direct Compensation

In consideration of the services to be provided by Executive, Executive shall receive compensation, less all applicable taxes, social security payments and other items that ARC is required by law to withhold or deduct therefrom, as follows:

(a) **Base Salary**. Executive's annual Base Salary shall be \$350,000, payable in installments in accordance with ARC's customary payroll procedures; provided, however, that as of the Effective Date and for the remainder of the fiscal year ending December 31, 2011 (the "**2011 Base Salary Reduction Period**"), the amount of Base Salary payable to Executive pursuant to this Section 3(a) shall be reduced by fifteen percent (15%) (the "**2011 Base Salary Reduction**"). Notwithstanding anything to the contrary contained in this Section 3(a), if Executive's employment with ARC is terminated other than for Cause during the 2011 Base Salary Reduction Period, any Base Salary severance benefits payable to Executive under Sections 11(a), (c) and (d) of the Agreement shall be calculated based on the \$350,000 Base Salary amount, without taking into account the 2011 Base Salary Reduction.

(b) **Incentive Bonus.** During the term of this Agreement, Executive shall be eligible to receive an annual Incentive Bonus (“**Incentive Bonus**”) of up to one hundred percent (100%) of Executive’s annual Base Salary contingent upon achievement of performance criteria to be established by ARC’s CEO in consultation with Executive, and approved by the Compensation Committee of ARC’s Board of Directors. The value of the Incentive Bonus shall be paid in cash no later than the 60th day after the close of each fiscal year.

(c) **Annual Long Term Equity Incentive Award.** During the term of this Agreement, Executive shall be eligible to receive Annual Long Term Equity Incentive Awards of \$200,000 per fiscal year, payable in the form of a stock option award to Executive under ARC’s 2005 Stock Plan, to be approved by the Compensation Committee of ARC’s Board of Directors at the first meeting of the Compensation Committee following the close of each fiscal year. The number of shares subject to such option shall be determined based on the Black-Scholes valuation model (taking into account the closing price of ARC’s common stock on the New York Stock Exchange on the date of grant) and shall vest in equal installments of twenty-five percent (25%) on each of the first four anniversaries of the date of grant, subject to Executive’s continued employment with ARC on each vesting date.

(d) **Additional Bonuses** . ARC may from time to time, in its absolute discretion, establish additional bonus programs for Executive.

4. General Benefits

During the term of this Agreement, Executive shall be entitled to other benefits provided by ARC to its senior executives from time to time, including but not limited to, 401(k) and other retirement plans, deferred compensation, paid holidays, sick leave and other similar benefits. Executive shall be entitled to four (4) weeks paid vacation each calendar year accrued and vested in accordance with ARC's vacation policy applicable to senior management. During the term of this Agreement, Executive shall receive an automobile allowance in the sum of \$15,000 per year.

5. Stock Plans

In the sole discretion of the Board of Directors of ARC, Executive shall be eligible to participate in stock option, stock purchase, stock bonus and similar plans of ARC established from time to time by ARC.

6. Group Insurance or Benefit Plans

During the term of this Agreement, Executive shall be automatically covered by ARC group insurance programs (including any self-insured programs sponsored by ARC), including medical, dental, vision, disability, and life, if any. Executive's spouse and children who are eligible for coverage may join the insurance programs, subject to ARC's policies and applicable laws. The premiums for all insurance programs for Executive and Executive's spouse and eligible children shall be paid by ARC.

7. Reimbursement of Business Related Expenses

Executive shall be entitled to receive prompt reimbursement for reasonable expenses incurred by him in performing services hereunder during the term of this Agreement in accordance with the policies and procedures then in effect and established by ARC for its employees. Executive shall also be entitled to reimbursement of Executive membership dues and related ongoing costs of appropriate professional organizations which are approved by ARC's CEO.

8. Obligations and Restrictive Covenants

(a) **Obligations** . During the term of this Agreement, Executive shall not engage in any other employment, occupation or consulting activity for any direct or indirect remuneration. This obligation shall not preclude Executive from: (i) serving in any volunteer capacity with any professional, community, industry, civic, educational or charitable organization; (ii) serving as a member of corporate boards of directors, provided that ARC's CEO has given written consent, and these activities or services do not materially interfere or conflict with Executive's responsibilities or ability to perform his duties under this Agreement; or (iii) engaging in personal investment activities for himself and his family which do not interfere with the performance of his duties and obligations hereunder.

(b) **Non-Competition; Non-Solicitation** . The Parties hereto recognize that Executive's services are unique and the restrictive covenants set forth in this Section 8 are essential to protect the business (including trade secret and other confidential information disclosed by ARC to, learned by, or developed by, Executive during the course of employment by ARC) and the goodwill of ARC. For purposes of this Section 8, all references to "ARC" shall include ARC's predecessors, subsidiaries and affiliates. As part of the consideration for the compensation and benefits to be paid to Executive hereunder, during the term of this Agreement Executive shall not:

(i) Engage in any business similar or related to or competitive with the business conducted by ARC described from time to time in ARC's Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (the "**Core Business of ARC**");

(ii) Render advice or services to, or otherwise assist, any other person, association, corporation, or other entity that is engaged, directly or indirectly, in any business similar or related to, or competitive with, the Core Business of ARC;

(iii) Transact any business in any manner with or pertaining to suppliers or customers of ARC which, in any manner, would have, or is likely to have, an adverse effect upon the Core Business of ARC; or

(iv) Induce any employee of ARC to terminate his or her employment with ARC, or hire or assist in the hiring of any such employee by any person or entity not affiliated with ARC.

For purposes of this Agreement, "affiliate" shall mean any entity which owns or controls, is owned or controlled by, or is under common ownership or control, with ARC.

9. Confidentiality

Executive acknowledges that it is the policy of ARC to maintain as secret and confidential all valuable and unique information heretofore or hereafter acquired, developed or used by ARC relating to the business, operations, employees and customers of ARC, which information gives ARC a competitive advantage in the industry, and which information includes technical knowledge, know-how or trade secrets and information concerning operations, sales, personnel, suppliers, customers, costs, profits, markets, pricing policies, and other confidential information and materials (the "**Confidential Information**").

(a) **Non-Disclosure** . Executive recognizes that the services to be performed by Executive are special and unique, and that by reason of his duties he will be given, acquire or learn Confidential Information. Executive recognizes that all such Confidential Information is the sole and exclusive property of ARC. Executive shall not, either during or after his employment by ARC, disclose the Confidential Information to anyone outside ARC or use the Confidential Information for any purpose whatsoever, other than for the performance of his duties hereunder, except as authorized by ARC in connection with performance of such duties.

(b) **Return of Confidential Information** . Executive shall deliver promptly upon termination of employment with ARC, or at any time requested by ARC, all memos, notes, records, reports, manuals, drawings, and any other documents, whether in electronic form or otherwise, containing any Confidential Information, including without limitation all copies of such materials in any format which Executive may then possess or have under his control.

(c) **Ownership of Inventions; Assignment of Rights** . Executive agrees that all information, inventions, intellectual property, trade secrets, copyrights, trademarks, content, know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files and materials made by him or by ARC (the “**Work Product**”) are the property of ARC and shall not be used by him in any way adverse to the interests of ARC. Executive assigns to ARC any and all rights of every nature which Executive may have in any such Work Product; provided, however, that such assignment does not apply to any right which qualifies fully under California Labor Code Section 2870. This section shall survive any termination of this Agreement and the employment relationship between Executive and ARC. Executive shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without specific direction or consent of the Board of Directors. Likewise, Executive shall not disclose to ARC, use in ARC’s business, or cause ARC to use, any information or material that is a trade secret of others.

(d) **Predecessors, Subsidiaries and Affiliates** . For purposes of this Section 9, references to ARC include its predecessors, subsidiaries and affiliates.

10. Termination .

Notwithstanding any other term or provision contained in this Agreement, this Agreement and the employment hereunder will terminate prior to the expiration of the term of this Agreement under the following circumstances:

(a) **Death** . Upon Executive's death.

(b) **Disability** . Upon Executive becoming "Permanently Disabled", which, for purposes of this Agreement, shall mean Executive's incapacity due to physical or mental illness or cause, which, in the written opinion of Executive's regular licensed physician, results in the Executive being unable to perform his duties on a full-time basis for six (6) months during a period of twelve (12) months.

(c) **Termination by ARC for Cause** . Upon written notice to Executive, ARC may terminate this Agreement for "Cause," which, for purposes of this Agreement, shall mean termination by ARC in its reasonable discretion because of Executive's:

(i) willful refusal without proper cause to perform (other than by reason of physical or mental disability or death) the duties set forth in this Agreement or delegated from time to time in writing by the Board of Directors or ARC's CEO, which remains uncorrected for thirty (30) days following written notice to Executive by ARC's CEO; or

(ii) gross negligence, self dealing or willful misconduct of Executive in connection with the performance of his duties hereunder, including, without limitation, misappropriation of funds or property of ARC or its affiliates, securing or attempting to secure personally any profit in connection with any transaction entered into on behalf of ARC or its affiliates, or any willful act or gross negligence having the effect of injuring the reputation, business or business relationships of ARC or its affiliates; or

- or
- (iii) fraud, dishonesty or misappropriation of ARC business and assets that harms the business of ARC or its affiliates;
 - (iv) habitual insobriety, abuse of alcohol, abuse of prescription drugs, or use of illegal drugs; or
 - (v) engaging in any criminal activity involving moral turpitude; or
 - (vi) indictment or being held for trial in connection with a misdemeanor involving moral turpitude or any felony; or
 - (vii) conviction of a felony or entry into a guilty plea that negatively reflects on Executive's fitness to perform the duties or harms the reputation or business of ARC or its affiliates; or
 - (viii) any material breach of any covenants under this Agreement or other material policy of ARC, other than under clauses (i) through (vii) of this Section 10(c), which remains uncorrected for thirty (30) days following written notice to Executive by ARC's CEO.

(d) **Termination by ARC without Cause.** Upon written notice to Executive, ARC may terminate this Agreement at any time without any Cause or reason whatsoever.

(e) **Termination by Executive with Good Reason.** Upon written notice to ARC of any of the following "Good Reasons," and the failure of ARC to correct the reduction, change or breach within thirty (30) days after receipt of such notice, Executive may terminate this Agreement after the occurrence of:

(i) a material change by ARC in the nature of Executive's title, duties, authorities and responsibilities set forth in this Agreement without Executive's express written consent; or

(ii) a reduction in Executive's compensation as established under this Agreement, without Executive's express written consent; or

(iii) a change in the officers (other than a change in the persons who occupy such positions) to whom Executive reports without Executive's express consent; or

(iv) a material breach by ARC of any material sections of this Agreement, other than as set forth in clauses (i) through (iii) of this Section 10(e); or

(v) a Change of Control, as defined in Section 10(g), as a result of which Executive is not offered the same or comparable position in the surviving company, or is offered such position but within twelve (12) months after Executive accepts such position, Executive's employment is terminated either without Cause or for a Good Reason described in subsections (i), (ii), (iii) of this Section 10(e) or in subsection (iv) as to the employment agreement then applicable to Executive.

(f) **Termination by Executive without Good Reason** . Upon forty-five (45) days prior written notice to ARC, Executive may terminate this Agreement and resign from Executive's employment hereunder without any Good Reason.

(g) **Change of Control** .

(i) For purposes of this Agreement, "Change of Control" shall mean:

(A) ARC merges or consolidates with any other corporation (other than one of ARC's affiliates), as a result of which ARC is not the surviving company, or the shares of ARC voting stock outstanding immediately after such transaction do not constitute, become exchanged for or converted into, more than fifty percent (50%) of the Voting Shares of the merged or consolidated company (as defined below);

(B) ARC sells or otherwise transfers or disposes of all or substantially all of its assets;

(C) Any third person or entity shall become the Beneficial Owner, as defined by Rule 13(d)-3 under the Securities Exchange Act of 1934, in one transaction or a series of related transactions within any twelve (12) month period, of at least fifty percent (50%) of the Voting Shares of ARC's then outstanding voting securities.

(ii) For purposes of this Agreement, "Voting Shares" shall mean the combined voting securities entitled to vote in the election of directors of a corporation, including ARC, or the merged, consolidated or surviving company, if other than ARC.

(h) **Expiration**. For purposes of this Agreement, the expiration of this Agreement at the end of its term, including any extensions, does not constitute a termination.

11. Severance Benefits

(a) **Basic Benefits**. Upon expiration or termination of this Agreement for any reason, and subject to the provisions of Section 11(e), Executive will be entitled to: (i) payment for all Base Salary and unused vacation accrued and prorated, but unpaid, as of the effective date of termination, (ii) payment, when due, of any earned but unpaid Incentive Bonus for the preceding fiscal year, (iii) any unreimbursed business expenses authorized by this Agreement, provided that such reimbursement will be paid to Executive no later than 30 days after the effective date of termination, (iv) continuation of any benefits under Section 6 as required by applicable law (e.g., COBRA), and (v) such rights as then exist with respect to then vested stock options, restricted stock or other rights under similar plans.

(b) **Termination by ARC for Cause or by Executive without Good Reason** . If this Agreement and Executive's employment hereunder is terminated by ARC for Cause pursuant to Section 10(c), or by Executive without Good Reason pursuant to Section 10(f), Executive shall not be entitled to any additional payments or benefits hereunder.

(c) **Termination by ARC without Cause; Termination by Executive with Good Reason** . If this Agreement and Executive's employment hereunder is terminated by ARC without Cause pursuant to Section 10(d), or by Executive for Good Reason as defined in Section 10(e), subject to Executive's compliance with the provisions of Section 14 below, Executive shall receive the following additional payments or benefits:

(i) Executive's Base Salary for twelve (12) months following the effective date of such termination, paid as and when due as if this Agreement had not been terminated;

(ii) Continuation of coverage and premium payments by ARC under ARC's group insurance programs for Executive and his eligible family members under Section 6 for the period during which Base Salary is paid under Section 11(c)(i) above; and

(iii) all unvested stock options, restricted stock or similar rights granted to Executive shall accelerate and become vested and exercisable immediately as of the effective date of termination.

(d) **Termination because of Death or Disability of Executive** . If this Agreement and Executive's employment hereunder is terminated under Sections 10(a) or (b) by reason of Executive's death or by reason of being Permanently Disabled, Executive or his family shall be entitled to continuation of coverage and premium payments by ARC under ARC's group insurance programs for Executive and his eligible family members under Section 6 for a period of twelve (12) months after the termination of employment.

(e) **Parachute Payments.** In the event that the severance, acceleration of stock options and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended or replaced (the “Code”), and (ii) but for this Section 11 (e), would be subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Code (the “**Excise Tax**”), then Executive’s benefits hereunder shall be either:

(i) provided to Executive in full; or

(ii) provided to Executive only as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under the Excise Tax. Unless ARC and Executive otherwise agree in writing, any determination required under this Section 11(e) shall be made in writing in good faith by ARC’s independent public accountants (the “**Accountants**”). In the event of a reduction in benefits hereunder, Executive shall be given the choice of which benefits to reduce. For purposes of making the calculations required by this Section 11(e), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code. ARC and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11(e). ARC shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11(e).

(f) **409A Compliance.**

(i) **6-Month Delay Rule.** Except as provided in paragraph (ii) below, in the event that Executive is a “specified employee” (as defined in Section 409A(a)(2)(B)(i) of the Code and regulations thereunder) at the time of the termination of his employment with ARC, payment of all amounts subject to Section 409A of the Code that would otherwise be made under Section 11 of this Agreement, including any installments, may not be paid before a date that is six (6) months and two (2) days after the date of termination from employment (including death). Such amounts that otherwise would have been paid during such six- (6-) month period will be paid as of the date that is six (6) months and two (2) days after the date of employment termination.

(ii) **Exception.** In the event that payment of amounts under Section 11 of this Agreement at the time(s) of payment specified under its terms (without regard to this Section 11(f)) does not cause any amount of the payment to fail to comply with the provisions of Section 409A, and does not result in any excise tax or additional tax penalty under Section 409A, then the six- (6-) month delay rule of paragraph (i) above will not apply and payment of such amounts will be made at the time(s) specified under the applicable terms of Section 11 of this Agreement without regard to this Section 11(f).

(iii) **General Compliance.** During the term of this Agreement, ARC and Executive agree to modify and administer the Agreement to the extent possible to comply with Section 409A and to avoid incurring any excise and other additional tax liability that might be imposed on Executive or ARC.

12. Arbitration and Equitable Relief

(a) **Arbitration.** In consideration of Executive's employment with ARC, its promise to arbitrate all employment-related disputes, and Executive's receipt of the compensation paid to Executive by ARC, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including ARC and any employee, officer, director, shareholder or benefit plan of ARC in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with ARC or the termination of that employment with ARC, including any provision of this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in the California Code of Civil Procedure Sections 1280 through 1294.2, including section 1283.05 collectively (the "**Rules**") and pursuant to California law. Disputes which Executive agrees to arbitrate, and hereby agrees to waive any right to a trial by jury, include without limitation, any common law claims, statutory claims under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination In Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment And Housing Act, the California Labor Code (except for workers compensation or unemployment insurance claims), or ERISA, claims of harassment, discrimination or wrongful termination and any other statutory claims under state or federal law.

(b) **Procedure.** Any arbitration will be administered by JAMS and a neutral arbitrator will be selected in a manner consistent with its rules for the resolution of employment disputes. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. ARC will pay for any administrative or hearing fees charged by the arbitrator or JAMS except that Executive shall pay the first \$200.00 of any filing fees associated with any arbitration Executive initiates. The arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules. To the extent that the JAMS rules for the resolution of employment disputes conflict with the Rules, the Rules shall take precedence. The decision of the arbitrator shall be in writing.

(c) **Remedy**. Except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between ARC and Executive. Accordingly, except as provided for by the Rules and this Agreement, neither ARC nor Executive will be permitted to pursue court action regarding claims that are subject to arbitration. The arbitrator will not have the authority to disregard or refuse to enforce any lawful ARC policy, and the arbitrator shall not order or require ARC to adopt a policy not otherwise required by law which ARC has not adopted.

(d) **Availability of Injunctive Relief**. In addition to the right under the Rules to petition the court for provisional relief, ARC may also petition the court for injunctive relief, notwithstanding any provision in this Agreement requiring arbitration, where ARC alleges or claims a violation of this Agreement, or any separate agreement between Executive and ARC regarding trade secrets, confidential information or non-solicitation, or California Labor Code Section 2870. No bond shall be required of ARC. Executive understands and agrees that any breach or threatened breach of this Agreement or of any such separate agreement will cause irreparable injury to ARC or its affiliates and that money damages will not provide an adequate remedy therefore, and Executive hereby consents to the issuance of an injunction. In the event either Party seeks injunctive relief, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees related thereto.

(e) **Administrative Relief**. This Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the Workers' Compensation Board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim.

(f) **Voluntary Nature of Agreement**. Executive acknowledges and agrees that he is executing this Agreement voluntarily and without any duress or undue influence by ARC or anyone else. Executive further acknowledges and agrees that he has carefully read this Agreement, that he has asked any questions needed for him to understand the terms, consequences and binding effect of this Agreement, and that he fully understands this Agreement, **including that he is waiving his right to a jury trial**. Finally, Executive acknowledges that he has been provided an opportunity to seek the advice of an attorney of his choice before signing this Agreement.

13. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regard to California conflict of laws principles.

14. Release

In exchange for the benefits and other consideration under this Agreement to which Executive would not otherwise be entitled, Executive shall enter into and execute a release substantially in the form attached hereto as Exhibit A (the “**Release**”) upon his termination of employment. Unless the Release is executed by Executive and delivered to ARC within thirty (30) days after the termination of Executive’s employment with ARC, Executive shall receive only the basic severance benefits provided under Section 11(a) of this Agreement and no additional benefits under Section 11.

15. Notices

Any notices or other communications desired or required under this Agreement shall be in writing, signed by the Party making the same, and shall be deemed delivered when personally delivered or on the second business day after the same is sent by certified or registered mail, postage prepaid, addressed as follows (or to such other address as may be designated by like written notice):

If to Executive: At the last residential address known by ARC

If to ARC: American Reprographics Company
1981 North Broadway, Suite 385
Walnut Creek, CA 94596
Attn.: Chief Executive Officer

16. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

17. Assignment

Except as otherwise specifically provided herein, neither party shall assign this Agreement or any rights hereunder without the consent of the other party, and any attempted or purported assignment without such consent shall be void; provided that Executive's consent under this Agreement shall not be required hereby for any of the transactions involving a Change of Control. This Agreement shall otherwise bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees, devisees, executors, administrators and legal representatives.

18. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the parties regarding the subject matter of this Agreement. Any prior employment agreement, bonus agreement or other compensation agreement between Executive and ARC or any predecessor, or affiliate of ARC, is hereby amended and superseded as of the Effective Date.

This Agreement may not be amended or modified except in writing signed by both parties.

19. Waiver

If either party waives any breach of any provisions of this Agreement, he or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first hereinabove set forth.

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: /s/ Kumarakulasingam Suriyakumar
Kumarakulasingam Suriyakumar
Title: Chief Executive Officer, President and Chairman
of the Board

By: /s/ Dilantha Wijesuriya
Dilantha Wijesuriya

EXHIBIT A

RELEASE AGREEMENT

I understand that my position with American Reprographics Company (“ARC”) terminated effective ____ (the “Separation Date”). ARC has agreed that if I choose to sign this Agreement, ARC will pay me severance benefits (minus the standard withholdings and deductions) pursuant to the terms of the Amended and Restated Executive Employment Agreement entered into on ____, between myself and ARC (the “Severance Benefits”). I understand that I am not entitled to the Severance Benefits unless I sign this Agreement. I understand that in addition to the Severance Benefits, ARC will pay me all of my accrued salary and vacation, to which I am entitled by law.

In consideration for the Severance Benefits I am receiving under this Agreement, I agree not to use or disclose any of ARC’s proprietary information without written authorization from ARC, to immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control, and to release ARC and its officers, directors, agents, attorneys, employees, shareholders, and affiliates from any and all claims, debts, liabilities, demands, causes of action, attorneys’ fees, damages, or obligations of every kind and nature, whether they are known or unknown, arising at any time prior to the date I sign this Agreement. This general release includes, but is not limited to: all federal and state statutory and common law claims, claims related to my employment or the termination of my employment or related to breach of contract, tort, wrongful termination, discrimination, wages or benefits, or claims for any form of compensation. This release is not intended to release any claims I have or may have against any of the released parties for (a) indemnification as a director, officer, agent or employee under applicable law, charter document or agreement, (b) severance and other termination benefits under my employment agreement and any related written documents, (c) health or other insurance benefits based on claims already submitted or which are covered claims properly submitted in the future, (d) vested rights under pension, retirement or other benefit plans, or (e) in respect of events, acts or omissions occurring after the date of this Release Agreement.

In releasing claims unknown to me at present, I am waiving all rights and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the federal Age Discrimination in Employment Act of 1967, as amended (“ADEA”). I also acknowledge that the consideration given for the waiver in the above paragraph is in addition to anything of value to which I was already entitled. I have been advised by this writing, as required by the ADEA that: (a) my waiver and release do not apply to any claims that may arise after my signing of this Agreement; (b) I should consult with an attorney prior to executing this release; (c) I have twenty-one (21) days within which to consider this release (although I may choose to voluntarily execute this release earlier); (d) I have seven (7) days following the execution of this release to revoke the Agreement; (e) this Agreement will not be effective until the eighth (8th) day after this Agreement has been signed both by me and by ARC; and I will not be paid any of the Severance Benefits until this Agreement has become effective.

This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between ARC and me with regard to the subject matter hereof I am not relying on any promise or representation by ARC that is not expressly stated herein. This Agreement may only be modified by a writing signed by both me and a duly authorized officer of ARC. I accept and agree to the terms and conditions stated above:

AMERICAN REPROGRAPHICS COMPANY,
a Delaware corporation

EXECUTIVE

By: _____

Title: _____

By: _____
Dilantha Wijesuriya

Address: _____
