

**ADOPTION AGREEMENT
NONQUALIFIED DEFERRED COMPENSATION PLAN**

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a nonqualified deferred compensation plan that complies with the requirements of Code section 409A. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): _____
2. Address: _____
3. City: _____ 4. State: _____ 5. Zip: _____
6. Phone number: _____ 7. Fax number: _____
8. Plan Sponsor EIN: _____
9. Plan Sponsor fiscal year end: _____
- 10a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Non Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other _____.
- 10b. If 10a.viii (Union) is selected, enter the name of the representative of the parties who established or maintain the Plan: _____.
11. State of organization of Plan Sponsor: _____
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. **Plan name:**
 - a. _____
 - b. _____
2. **Effective Date:**
 - 2a. Original effective date of Plan: _____
 - 2b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 2c. If A.2b is "Yes", effective date of Plan restatement: _____.
NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. Plan Year means each 12-consecutive month period ending on _____ (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
NOTE: The Plan Year must correspond to the Participant's taxable year which in most cases is the calendar year.
4. Is the plan an excess benefit plan within the meaning of ERISA section 3(36)?
 Yes No
NOTE: If the plan is an excess benefit plan it must be maintained by an employer solely for the purpose of providing benefits in excess of the limitations on contributions and benefits imposed by Code section 415. Participant

Contributions may not be allowed and other restrictions may be placed on the plan as noted throughout the Adoption Agreement.

Plan Features

5. Contributions to Defined Contribution Accounts are permitted (check all that apply):
- a. Participant Contributions.
 - b. Matching Contributions.
 - c. Nonelective Contributions.
 - d. 401(k) Wrap Contributions.
- NOTE:** If A.4 is "Yes", A.5a, A.5b and A.5d may not be selected.

Compensation

Except as provided in A.8, Compensation shall be box 1 of W-2 wages, plus all deferrals under qualified and nonqualified plans (Article 2). In addition, sales commission compensation and investment commission compensation will be included in Compensation unless otherwise provided below (Section 4.01(e)).

- 8a. Are there any modifications to the definition of Compensation?
 Yes No
- 8b. If A.8a is "Yes", enter the modifications to the definition of Compensation: _____
NOTE: An amendment to change the definition of Compensation shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective.

Retirement Age

- 9a. Determination of Retirement Age:
 Age only Age and years of service with the Employer
- 9b. Enter Age component of Retirement Age: _____
- 9c. If A.9a is "Age and years of service", enter the anniversary of service required for Normal Retirement Age: _____.

Separation from Service

- 10a. An Independent Contractor will not have a Separation from Service until 12 months after the day on which the contract expires (Article 2):
 Yes No
NOTE: If "No" is selected, a Separation from Service for an Independent Contractor will not occur unless the contract expiration constitutes a good-faith and complete termination of the contractual relationship under Treas. Reg. section 1.409A-1(h).
- 10b. Separation from Service means a permanent decrease to the following percentage of the average level of bona fide services compared to services performed over the preceding 12 month period: _____%
NOTE: The percentage must be at least twenty percent (20%) but less than fifty percent (50%).
NOTE: The definition of Separation from Service must be specified on or before the date on which a Separation of Service is designated as a time of payment.
NOTE: If no amount is entered in A.10b, a Separation from Service will occur where the level of bona fide services performed is at a level equal to 20 percent or less of the average level of services performed by the Employee during the immediately preceding 12-month period.

Other Definitions

11. A Participant shall be deemed to be Disabled if determined to be totally disabled by the Social Security Administration or Railroad Retirement Board:
 Yes No
- 12a. If the Company is a corporation, indicate whether the Company's stock is publicly traded:
 Yes No
- 12b. If A.12a is "Yes", specify the identification date for determining a Specified Employee: _____ (i.e. December 31).
NOTE: Any change to the identification date shall not be effective for a period of 12 months.

B. ELIGIBILITY.

Eligible Employee

1. Subject to the conditions and limitations of **B.2** and **B.3**, the term Eligible Employee shall include Employees who are (check all that apply):
 - a. Officers of the Company in the following positions: _____.
 - b. Other management or highly compensated employees in the following classifications/positions: _____.
 - c. The following Employees: _____.
 - d. The term Eligible Employee shall include all Employees except: _____.

NOTE: Unless **A.4** is "Yes" (the plan is an excess benefit plan), the plan should only be made available to a select group of management or highly compensated employees as defined in ERISA sections 201(2), 301(a)(3) , and 401(a)(1) and a top hat letter must be filed in connection with this plan as required by Labor Reg. §2520.104-23 within 120 days after adoption of the plan.
2. Indicate whether an Independent Contractor may participate in the Plan:
 Yes No
3. In addition to the requirements in **B.1**, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
 - a. Must be approved by the Chief Executive Officer of the Plan Sponsor.
 - b. Must be approved by the Chief Executive Officer of the Employee's employing entity.
 - c. Must be approved by the Board of the Plan Sponsor.
 - d. Must be approved by the Board of the Employee's employing entity.
 - e. Must be approved by the Plan Administrator
 - f. Must be eligible to participate in Company benefit plan specified in **B.4a**.
 - g. Other requirements listed in **B.4b**.
- 4a. If **B.3f** is selected, enter the name of other Company benefit plan: _____
- 4b. If **B.3g** is selected, enter other requirements: _____

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in **B.5** through **B.6**:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. None.
 - ii. Completion of: _____
 - iii. Other: _____
6. Frequency of entry dates:
 - i. immediate
 - ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year
 - vi. Other: _____

NOTE: Most elections must be made within 30 days after becoming eligible to Participate, see Section 4.01.

Modifications of Eligibility and Participation Requirements

- 7a. Indicate whether there are any modifications to the requirements specified in **B.1 - B.6**:
 Yes No
- 7b. If **B.7a** is "Yes", specify the modifications: _____.

C. ELECTIONS.

- 1a. A Participant may make separate elections as to the time and form of payment for future deferred compensation (Section 4.04):
 - i. None.
 - ii. Periodically.
 - iii. Single Election.

NOTE: If **C.1a.i** is selected, **C.1b-3b** and **F.1-2** are inapplicable.
- 1b. If **C.1a** is "Periodically", enter the number of Plan Years for which a Participant may make an election: _____.

NOTE: For example, enter "1" (one) to allow Participants to make an annual election as to the time and form of payment for future deferred compensation accrued or; enter "5" (five) if a Participant may make an election as to the time and form of payment for future deferred compensation accrued every five years.

2. A Participant may make a separate election as to time and form of payment for specified deferred compensation Accounts or percentages of all Accounts.
- i. Yes - Percentage Elections.
 - ii. Yes - Account Elections.
 - iii. No.
- 3a. Permit Participants to revise elections to delay a payment or to change a form of payment on Compensation already deferred pursuant to Section 4.02:
- i. Yes.
 - ii. Yes - subject to limitations.
 - iii. No.
- NOTE:** The limitations on revisions of elections provided in Article 4 shall apply to elections to revise the time and form of payment (in addition to any limitations that may be described in **C.3b**).
- 3b. If **C.3a.ii** is selected (Yes - subject to limitations), describe the limitations: _____.

D. CONTRIBUTIONS/EARNINGS.

Participant Contributions

- 1a. If **A.5a** is selected (Participant Contributions are permitted), minimum contribution: _____ (leave blank or enter "none" if none).
- 1b. If **A.5a** is selected (Participant Contributions are permitted), maximum contribution: _____ (leave blank or enter "none" if none).
- 2a. The election for a continuing Participant who fails to make an election within the period described in Section 4.01(a) shall be determined in accordance with the following:
- i. Election not to participate. The Participant shall be treated as having elected not to participate in the Plan for the subsequent Plan Year.
 - ii. Continue same election. Elections for the subsequent Plan Year shall be the same as the elections made in the prior Plan Year.
- NOTE:** If Participants are allowed to change the time and form of payment for future deferred compensation (**C.1a** is "Periodically"), the answer to **D.2a** will also apply in the absence of an election to change the time and form of payment for future deferred compensation.
- 2b. If **A.5a** is selected (Participant Contributions are permitted), Participant Contributions will be canceled upon a Participant's disability (as defined in Section 4.03(c)):
 Yes No

Matching Contributions

3. If **A.5b** is selected (matching contributions are permitted), specify method to allocate matching contributions (Section 5.02(b)):
- i. Pursuant to the formula specified in **D.4**.
 - ii. Discretionary. An amount and allocation formula as determined by the Company.
4. If **A.5b** is selected (matching contributions are permitted), and **D.3.i** is selected, indicate the formula to allocate such contributions: _____.
5. If **A.5b** is selected (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____ (leave blank or enter "none" if none).

Nonelective Contributions

6. If **A.5c** is selected (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.02(c)):
- i. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - ii. Pursuant to the formula specified in **D.7**.
 - iii. Pursuant to the 415 excess formula computed with respect to the deferred compensation Plan specified in **D.8**.
 - iv. Pursuant to the 415 and 401(a)(17) excess formula computed with respect to the deferred compensation Plan specified in **D.8**.
 - v. An amount and allocation formula as determined by the Company.
- NOTE:** If **A.4** is "Yes" (the plan is an excess benefit plan), **D.6.iii** should be selected and the Plan may only provide benefits in excess of limits imposed by Code section 415.
7. If **A.5c** is selected (nonelective contributions are permitted) and **D.6.ii** is selected, indicate the formula to allocate such contributions: _____.

8. If **A.5c** is selected (nonelective contributions are permitted) and **D.6.iii** or **D.6.iv** is selected, enter name of the deferred compensation Plan _____.
9. If **A.5c** is selected (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____ (leave blank or enter "none" if none).

401(k) Wrap Contributions

10. If **A.5d** is selected (401(k) wrap contributions are permitted), enter name of the 401(k) Plan (Section 5.02(d)): _____.
- NOTE:** The 401(k) Plan must use the same plan year as the Plan.

Earnings

15. A Participant's Defined Contribution Accounts shall be credited with earnings in the following manner:
- i. Fixed rate specified in **D.16**.
 - ii. Predetermined investment(s) specified in an appendix to the Adoption Agreement.
 - iii. Predetermined investment(s) as specified by the Plan Administrator.
 - iv. Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
16. If **D.15.i** (fixed rate) is selected, specify the rate: _____.
- NOTE:** If the rate specified in **D.16** is a published rate, and the entry in **D.16** does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
17. If **D.15.ii** or **D.15.iii** (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
- i. A Participant may not choose among predetermined investments.
 - ii. As of each Valuation Date.
 - iii. As of the first day of each Plan Year.
 - iv. Pursuant to Plan Administrator procedures.
- 18a. If **D.15.ii** or **D.15.iii** (predetermined investments) is selected and **D.17.ii**, **D.17.iii** or **D.17.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments: Yes No
- 18b. If **D.15.ii** or **D.15.iii** (predetermined investments) is selected and **D.17.ii**, **D.17.iii** or **D.17.iv** is selected (Participant direction is allowed) and **D.18a** is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust ("Rabbi Trust")

19. Specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.04):
- i. No grantor trust shall be established.
 - ii. The Company may, in its sole discretion, establish a grantor trust.
 - iii. The Company shall establish a grantor trust.

Valuation Date

- 20a. Enter Valuation Date:
- i. Last day of Plan Year
 - ii. Last day of each Plan quarter
 - iii. Last day of each month
 - iv. Each business day
 - v. Other
- 20b. If **D.20a.v** is selected, enter the Valuation Date: _____ (Must be at least annually).

E. VESTING.

Vesting Service Rules

1. Indicate the method of determining vesting service: _____.
- NOTE:** Include any prior service credit in **E.1**.

Vesting Exceptions

2. Provide for full vesting for a Participant upon attainment of Retirement Age while an Employee (Section 5.04):

- Yes No
3. Provide for full vesting for a Participant who dies while an Employee (Section 5.04):
 Yes No
4. Provide for full vesting for a Participant who Separates from Service due to Disability while an Employee (Section 5.04):
 Yes No
5. Provide for full vesting upon a Change in Control event (Section 5.04):
 Yes No
- 6a. Provide for full vesting for a Participant upon the circumstances described in **E.6b** (Section 5.04):
 Yes No
- 6b. If **E.6a** is "Yes", describe the other circumstances: _____.

Special Forfeiture Provisions

- 10a. Provide for special forfeiture provisions (Section 5.04(c)):
 Yes No
- 10b. If **E.10a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.10c**: _____.
- 10c. If **E.10a** is "Yes", a Participant meeting the conditions of **E.10b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

Matching

- 20a. Matching contribution vesting schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff
 3 Year Cliff 2 Year Cliff Other Pursuant to another plan.
- 20b. If **E.20a** is "Other", enter other vesting schedule: _____.
- 20c. If **E.20a** is "Pursuant to another plan", enter name of other plan: _____.

Nonelective Contribution

- 30a. Nonelective contribution vesting schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff
 3 Year Cliff 2 Year Cliff Other Pursuant to another plan.
- 30b. If **E.30a** is "Other", enter other vesting schedule: _____.
- 30c. If **E.30a** is "Pursuant to another plan", enter name of other plan: _____.

F. DISTRIBUTIONS.

Time of Payment for Reasons other than Death

NOTE: If Participants may not make elections as to the time and form of payment (**C.1a.i** is selected), **F.1-2** are inapplicable.

- 1a. A Participant may elect to have a payment event occur (Section 6.01) upon the following events (select all that apply):
i. Participant's Separation from Service
ii. Specified date
- 1b. If more than one option is selected in **F.1a**, select whether payment will commence at:
i. The later of the events specified in **F.1a**
ii. The earlier of the events specified in **F.1a**, or
iii. the later or earlier of the events at the option of the Participant
NOTE: An amendment to add an acceleration event under **F.1** shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective.
NOTE: An amendment to add a delaying event under **F.1** is subject to the rules governing changes in the time and form of payment in Section 4.02. Amendments to add delaying events shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective unless the amendment complies with Treas. Reg. 1.409A.
NOTE: If **F.1b.iii** is selected, the Participant's election must comply with Article 4 of the Basic Plan Document. In general, the election must be made before Compensation to be deferred is earned (Section 4.01). If no election is made within the required time frames, a default time and form of payment may apply (Section 4.01(c)).
- 2a. If "Specified date" is selected in **F.1a**, select the date for the payment event:
i. Retirement Age;
ii. according to a date specified in **F.2b**,

iii. according to the date specified by the Participant.

NOTE: If **F.2a.iii** is selected, the Participant's election must comply with Sections 4.01 and 4.02 of the Basic Plan Document related to initial deferral elections and changes in time or form of payment. In general, the election must be made before Compensation to be deferred is earned (Section 4.01) and the date specified by the Participant must be objectively determinable and nondiscretionary. If no election is made within the required time frames, a default time and form of payment may apply (Section 4.01(c)).

2b. If **F.2a.iii** is selected ("according to a date specified in **F.2b**"), specify the date: _____.

NOTE: The date specified must be objectively determinable and nondiscretionary.

3. An acceleration of distributions may occur upon the following events (Section 6.01) (check all that apply):

a. The date the Participant becomes Disabled

b. The occurrence of an Unforeseeable Emergency but only with respect to the amounts specified in Section 6.01(c)(3)

c. Change in Control

NOTE: An amendment to add the acceleration events of Disability or an Unforeseeable Emergency (**F.3a -b**) is not considered an acceleration in time and form of payment but is subject to the rules governing changes in the time and form of payment in Section 4.02. Amendments to add an accelerating event under **F.3c** (Change in Control) shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective unless the amendment complies with Treas. Reg. 1.409A.

4a. Payments for an event in **F.1-F.3** and upon death shall commence (Section 6.01(f)):

i. On the date of the event; or

ii. A specified number of days after the event

NOTE: Payments shall be made no later than the end of the taxable year of the Participant or, if later, the 15th day of the third calendar month after the payment event date. Under no circumstances may a Participant select the taxable year in which payment is to be made.

NOTE: Payments for a Specified Employee that would otherwise be paid upon Separation from Service shall be accumulated and paid as of the first day of the seventh month following Separation from Service.

4b. If **F.4a** is "A specified number of days after the event", specify the number of days after the event that payment will commence: _____.

5. Allow delay in commencement of payment for items listed in below (Section 6.05) (check all that apply):

a. Payments subject to Code section 162(m) (Section 6.05(b)).

b. Payments that violate federal securities laws or other law (Section 6.05(c)).

c. Certain delayed payments pursuant to a Change in Control event (under the circumstances described in Treas. Reg. §1.409A-3(i)(5)(iv) (Section 6.05(d)).

d. Other events and conditions (Section 6.05(e)).

NOTE: An amendment to remove a delaying event under **F.5** shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective.

Default Time and Form of Payment

In the event that (a) the Participant does not have options to select the time and form of payment (**C.1a** is "None") or (b) the Participant fails to make any election as to time and form of payment by the deadlines specified in Article 4, the benefit shall be payable in the following manner.

6a. Default form of Payment:

i. A single lump sum payment.

ii. Other: _____.

6b. Default time of Payment:

i. ___ days following Separation from Service.

ii. Retirement Age

iii. Other: _____.

NOTE: The time specified must be objectively determinable and nondiscretionary.

NOTE: If you have selected **F.6b.iii** and the time of payment is actually a number of days after the event, you should include that number of days in **F.6b.iii**.

NOTE: Payments shall be made no later than the end of the taxable year of the Participant or, if later, the 15th day of the third calendar month after the payment event date. Under no circumstances may a Participant select the taxable year in which payment is to be made.

NOTE: Payments for a Specified Employee that would otherwise be paid upon Separation from Service shall be accumulated and paid as of the first day of the seventh month following Separation from Service.

Form of Payment for Reasons other than Death

NOTE: In general, any elections regarding form of payment must be made before Compensation to be deferred is earned (Section 4.01). If no election is made within the required time frames, a default time and form of payment may apply (Section 4.01(c)).

- 7a.** Optional forms of payment payable for reasons other than death of the Participant for payment events described in **F.1** (check all that apply):
- i.** A single lump sum payment.
 - ii.** Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in **F.7b**.
 - iii.** The annuity forms of payment specified in **F.7d**.
 - iv.** Other optional form of benefit specified in **F.7e**.
- NOTE:** An amendment to change **F.7a** is subject to the rules governing changes in the time and form of payment in Section 4.02.
- 7b.** If **F.7a.ii** (annual installments) is selected, enter the maximum number of years over which payments may be made: _____.
- 7c.** If **F.7a.ii** (annual installments) is selected, indicate whether the installments should be treated as:
- i.** a single payment
 - ii.** a series of separate payments
- NOTE:** An amendment to amend **F.7c** shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective.
- 7d.** If **F.5a.iii** (annuities) is selected, describe the forms of annuities allowed: _____.
- 7e.** If **F.5a.iv** (Other) is selected, describe other optional form of benefit: _____.
- 7f.** If Separation of Service is before Retirement Age, payments will be made in a lump sum only
 Yes No - the forms of payment options in **F.7a-e** and **F.7h** apply.
- 7g.** Payment events described in **F.3** shall be made in a single lump sum only.
 Yes No - the forms of payment options in **F.7a-e** and **F.7h** apply.
- 7h.** Indicate any limitations on distribution options that relate to payment events described in **F.1-4**: _____ (leave blank or enter "none" if none).

Form of Payment on Participant Death

- 8.** Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.03):
- i.** Pay entire remaining Account in a lump sum.
 - ii.** Pursuant to the form elected by Participant (from the options available under **F.7**).
- NOTE:** An amendment to change **F.8** is subject to the rules governing changes in the time and form of payment (see section 4.02). If an amendment to change **F.8** results in a more rapid schedule for payments, it shall not be effective with respect to compensation deferred prior to the last day of the Plan Year in which the amendment is effective.

Cash Out

- 9a.** The Plan may cash out a Participant's Account in a single lump sum payment:
- i.** Yes - up to the 402(g)(1)(B) limit
 - ii.** Yes - in the amount provided in **F.9b**
 - iii.** No
- 9b.** If **F.9a** is "Yes - in the amount provided in **F.9b**", enter the cash out amount (must not exceed the applicable dollar amount under Code section 402(g)(1)(B)): _____
- NOTE:** Any required exercise of discretion must be evidenced in writing, no later than the date of such payment.
NOTE: The cash out must result in the termination and liquidation of the entirety of the Participant's interest in the Plan.

Medium of Payment

- 10.** Medium of distribution from the Plan:
- i.** Cash only
 - ii.** Cash or in-kind
 - iii.** In-kind only

Amendment

- 11a.** Has the plan been amended in a manner that could result in a delay or acceleration of payment?
 Yes No

11b. If F.11a. is "Yes", enter the rule that will prevent the amendment from violating the plan: _____.

G. PLAN OPERATIONS.

Plan Administration

1a. Designation of Plan Administrator (Section 7.01):

- i. Plan Sponsor
- ii. Committee appointed by Plan Sponsor
- iii. Other

1b. If G.1a.iii is selected, Name of Plan Administrator: _____

2a. Type of indemnification for the Plan Administrator

- i. Standard according to Section 7.02.
- ii. Custom.

2b. If G.2a.ii (Custom) is selected, enter the custom indemnification for the Plan Administrator: _____.

H. MISCELLANEOUS.

Failure to properly fill out the Adoption Agreement or failure to properly amend the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #409A and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to the following:

This is the only nonqualified deferred compensation plan offered by the Plan Sponsor and its affiliates. No other agreements of the Plan Sponsor constitute a nonqualified deferred compensation plan, including but not limited to: employment agreements, phantom stock agreements, stock appreciation rights and buy/sell agreements.

The undersigned are bound by the terms of this Plan and acknowledge receipt of same.

The undersigned has the sole responsibility to file a letter with the IRS as required by Labor Reg. §2520.104-23 and agrees to file such letter as soon as administratively possible upon establishing the Plan.

The undersigned agrees to review the plan with outside counsel and understands that the use of this document carries no representations or warranties.

The Adoption Agreement and Basic Plan Document constitute the entirety of the 409A plan document.

The Plan Sponsor caused this Plan to be executed this ____ day of _____, 200____.

PLAN SPONSOR (COMPANY):
