
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 4, 2010

Commission File Number 1-7107

LOUISIANA-PACIFIC CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

1-7107
Commission File Number

93-0609074
(IRS Employer
Identification No.)

414 Union Street, Suite 2000, Nashville, TN 37219
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (615) 986-5600

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 (see General Instruction A.2. below):

- 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 Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Election of Board Member

On February 4, 2010, the Board of Directors of Louisiana-Pacific Corporation (LP) elected John W. Weaver to the Board of Directors. Mr. Weaver will participate in the 1992 Non-Employee Director Stock Option Plan and the 2000 Non-Employee Director Restricted Stock Plan and was granted 983 stock options and 567 shares of restricted stock thereunder.

Establishment of 2010 Annual Cash Incentive Award Opportunities

At a meeting of the Compensation Committee of the Board of Directors of Louisiana-Pacific Corporation ("LP") held on February 4, 2010, the Compensation Committee established 2010 annual cash incentive award opportunities under the Louisiana-Pacific Corporation Annual Cash Incentive Award Plan. The award opportunities are subject to the achievement of a combination of corporate performance and individual performance goals. The award opportunities for LP's executive officers are as follows: Mr. Frost, 75% of base salary, or \$630,000; Mr. Stevens, 60% of base salary, or \$283,000; Mr. Olszewski, 55% of base salary, or \$206,000; and Mr. Wagner, 55% of base salary, or \$182,000.

The performance goals for each executive officer are based 60% on LP's corporate performance as measured by adjusted EBITDA (as defined by the Committee) for the year ended December 31, 2009 and 40% on objective individual goals unique to each of them. Depending upon the extent to which performance goals are determined to have been met, the actual amount paid as a cash incentive award could range from 0% to 150% of the target amount relating to corporate performance and from 0% to 120% of the target amount relating to individual performance. The satisfaction of corporate and individual performance goals will be determined by the Compensation Committee following the end of 2010. Cash payments, if any, will be made as soon as practicable after the determination of the amount of the awards.

The business criteria on which individual performance goals are based include financial, strategic and other goals related to the performance of LP (in the case of Mr. Frost), specified business units (in the cases of Messrs. Olszewski and Wagner) or specified functional areas (in the case of Mr. Stevens) for which an executive has responsibility and goals related to success in developing and implementing particular tasks assigned to an individual executive. These goals, therefore, vary depending upon the responsibilities of individual executives. Goals for one or more of LP's executive officers include goals related to cash preservation, strategic planning and execution, success in developing and implementing particular management plans or systems, leadership, succession planning, relationships with specified constituencies and other specified goals.

Grants of Awards

On February 4, 2010, the Compensation Committee granted awards under LP's 1997 Incentive Stock Award Plan to its executive officers. In connection with these grants, the Compensation Committee changed the forms of award for Mr. Frost's awards to allow such awards granted on or after February 4, 2010 to vest regardless of continued employment, including with respect to Stock Settled Stock Appreciation Rights covering 274,736 shares of LP common stock and Restricted Stock Units of 71,139 shares of LP's common stock granted to Mr. Frost on February 4, 2010. The form of award for these grants is attached as exhibit 10.11 (e) and 10.11 (f).

Additional Information

The information set forth above should be read in connection with the information set forth under the caption "Executive Compensation" in LP's Proxy Statement relating to its 2009 Annual Meeting of Stockholders, which is available at LP's website at www.lpcorp.com and the Securities and Exchange Commission's website at www.sec.gov.

Item 5.03 Amendment to Articles of Incorporation or Bylaws, Change in Fiscal Year.

On February 4, 2010, the Company amended its Bylaws to expand the size of its Board of Directors from eight members to nine members. A copy of the revised Bylaws is attached hereto as Exhibit 3.2.

Item 8.01. Other Events.

In connection with the stock grants awarded to Mr. Frost mentioned above, LP will record a charge of approximately \$1.5 million in the first quarter of 2010.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

| <u>Exhibit No.</u> | <u>Description</u> |
|------------------------|----------------------------------------------------------------------------------------------------------------|
| 10.11(e) | Form of Award Agreement under the 1997 Incentive Stock Award Plan for Incentive Shares. |
| 10.11(f) | Form of Award Agreement under the 1997 Incentive Stock Award Plan for Stock Settled Stock Appreciation Rights. |

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.

LOUISIANA-PACIFIC CORPORATION

By: _____ /s/ CURTIS M. STEVENS
Curtis M. Stevens
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: February 10, 2010

AWARD AGREEMENT
Under the
Louisiana-Pacific Corporation
1997 Incentive Stock Award Plan

STOCK-SETTLED STOCK APPRECIATION RIGHT

Corporation: Louisiana-Pacific Corporation
414 Union Street
Suite 2000
Nashville, Tennessee 37219

Participant: _____

Grant Date: _____, 200__

SAR: This Stock-Settled Stock Appreciation Right

SAR Shares: _____ Shares of Corporation's Common Stock

Base Price: \$_____ per Share

Subject to the terms and conditions of the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended, (the "Plan") and this Agreement, effective as of the Grant Date, Corporation grants to Participant a SAR for the SAR Shares at the Base Price.

The provisions of Appendix A attached to this Agreement are incorporated by reference as part of this Agreement.

LOUISIANA-PACIFIC CORPORATION

By

Its

Participant

APPENDIX A
To
Award Agreement for Stock-Settled Stock Appreciation Right

This Award Agreement evidences the grant of a Stock-Settled Stock Appreciation Right (the "SAR") to Participant under the Plan.

Capitalized terms are defined in Section 7.

1. SAR Shares; Adjustment

In the event of (a) a stock dividend or a stock split or reverse stock split (whether effected as a dividend or otherwise) or (b) an Extraordinary Distribution by Corporation, where the record date for such stock dividend, stock split, or Extraordinary Distribution is after the Grant Date, the Committee will, to the extent provided in Article 12 of the Plan as it may be amended from time to time, adjust the number of SAR Shares proportionately to reflect the effect of such stock dividend, stock split or Extraordinary Distribution.

2. Terms of the SAR

The SAR is subject to all applicable provisions of the Plan and to the following terms and conditions:

2.1 Term. The term of the SAR extends ten years from the Grant Date unless terminated earlier in accordance with this Agreement.

2.2 Exercisability. The SAR initially will not be exercisable and, unless the SAR is terminated or canceled earlier or the exercisability of the SAR is accelerated in accordance with this Agreement, the SAR may be exercised from time to time with respect to a whole number of SAR Shares up to the following limits:

- (a) Prior to the first anniversary of the Grant Date, the SAR may not be exercised;
- (b) During the one-year period beginning on the first anniversary of the Grant Date, the SAR may be exercised with respect to up to one-third of the total SAR Shares;
- (c) During the one-year period beginning on the second anniversary of the Grant Date, the SAR may be exercised with respect to up to two-thirds of the total SAR Shares; and
- (d) On and after the third anniversary of the Grant Date, the SAR may be exercised with respect to all the SAR Shares.

2.3 Method of Exercise. The SAR, or any portion thereof, may be exercised, to the extent it has become exercisable pursuant to this Agreement, by delivery of written notice to Corporation stating the number of SAR Shares as to which the SAR is being exercised.

2.4 Other Documents. Upon any exercise of the SAR, Participant must furnish Corporation before the closing of such exercise such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations.

2.5 Settlement of SAR. Upon exercise of the SAR for all or a portion of the SAR Shares after the SAR has become exercisable, Corporation will calculate the SAR Spread, the Tax Offset Amount, and the Net SAR Value and will convert the Net SAR Value into a whole number of SAR Settlement Shares based on the Fair Market Value of a Share on the Exercise Date, with any remaining portion of the Net SAR Value (representing the value of a fractional Share) credited as additional federal income tax withholding for the Participant's benefit. Within 10 days following the Exercise Date, Corporation will cause a stock certificate for the SAR Settlement Shares to be delivered to Participant.

2.6 Transferability.

2.6.1 General. Except as provided in Section 2.6.2, the SAR is not transferable other than by will or the laws of descent and distribution and may be exercised during the lifetime of Participant only by Participant or, in the case Participant becomes legally incompetent, by Participant's guardian or legal representative. No assignment or transfer of the SAR in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the SAR, the SAR will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this SAR may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

2.6.2 Permitted Family Transfers. The SAR may be transferred by Participant, without payment of consideration, to Participant's immediate family members or lineal descendants ("Permitted Family Members"), to trusts for the benefit of Permitted Family Members, or to family partnerships or limited liability companies of which Participant and Permitted Family members are the only partners or members. For purposes of this Section, a transfer of the SAR to a family partnership or limited liability company in exchange for a partnership or limited liability company interest will be deemed to be a transfer without payment of consideration.

2.7 Acceleration of Vesting.

2.7.1 Change in Control. Upon a Change in Control Date during the term of the SAR, the SAR will become fully exercisable to the extent it had not yet become exercisable. This acceleration will not extend the date on which the SAR terminates.

2.7.2 Death or Disability. In the event Participant dies or terminates Employment by reason of Disability during the term of the SAR, the SAR will become fully exercisable to the extent it had not yet become exercisable.

2.8 Other Events.

2.8.1 Dissolution. The SAR will terminate upon the effective date of a dissolution or liquidation of Corporation.

2.8.2 Merger. In the event of a merger or consolidation in which Corporation is not the resulting or surviving corporation (or in which Corporation is the resulting or surviving corporation but becomes a subsidiary of another corporation), the SAR will automatically be converted into an SAR with respect to a number of shares of the stock of the resulting or surviving corporation (or, in the event Corporation becomes a subsidiary of another corporation, such other corporation) into which Corporation's Shares are converted in the transaction with such terms and conditions, both as to number of shares, SAR price, and otherwise, as will substantially preserve the economic rights and benefits of Participant under this Agreement.

3. **Conditions Precedent**

Corporation will use its best efforts to obtain approval of the Plan and this SAR by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this SAR will terminate on notice to Participant to that effect. Without limiting the foregoing, Corporation will not be required to issue any Shares upon exercise of all or any portion of the SAR until Corporation has taken all action required to comply with all applicable federal and state securities laws.

4. **Successorship**

Subject to restrictions on transferability set forth in Section 2.7, this Agreement will be binding upon and benefit the parties, their successors and assigns.

5. Notices

Any notices under this SAR must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation's records or to such other address as a party may certify by notice to the other party.

6. Arbitration

Any dispute or claim that arises out of or that relates to this Agreement or to the interpretation, breach, or enforcement of this Agreement, shall be resolved by mandatory arbitration in accordance with the then effective arbitration rules of the American Arbitration Association, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

7. Defined Terms

When used in this Agreement, the following terms have the meaning specified below:

- **Acquiring Person** means any person or related person or related persons which constitute a "group" for purposes of Section 13(d) and Rule 13d-5 under the Securities Exchange Act of 1934 (the "Exchange Act"), as such Section and Rule are in effect as of the Grant Date; provided, however, that the term Acquiring Person shall not include (a) Corporation or any of its Subsidiaries, (b) any employee benefit plan or related trust of Corporation or any of its Subsidiaries, (c) any entity holding voting capital stock of Corporation for or pursuant to the terms of any such employee benefit plan, or (d) any person or group solely because such person or group has voting power with respect to capital stock of Corporation arising from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the Exchange Act.

- **Base Price** means the per-Share Base Price specified in the cover sheet for this Award Agreement.

- **Change in Control** of Corporation means:

(a) The acquisition by any Acquiring Person of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of the combined voting power of the then outstanding Voting Securities; provided, however, that for purposes of this paragraph (a) the following acquisitions will not constitute a Change in Control: (i) any acquisition directly from Corporation, (ii) any acquisition by Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Corporation or any corporation controlled by Corporation, or (iv) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii), and (iii) of paragraph (c) of this definition of Change in Control; or

(b) During any period of 12 consecutive calendar months, individuals who at the beginning of such period constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director during the period whose election, or nomination for election, by Corporation’s stockholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Corporation (a “Business Combination”) in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Securities outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Corporation or all or substantially all of Corporation’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Voting Securities, (ii) no Person (excluding any employee benefit plan, or related trust, of Corporation or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20 percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Corporation of any plan or proposal for the liquidation or dissolution of Corporation.

- **Change in Control Date** means the first date following the Grant Date on which a Change in Control has occurred.
- **Disability** means the condition of being permanently unable to perform Participant's duties for an Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of at least 12 months.
- **Exercise Date** means the date the SAR is exercised in whole or in part.
- **Net SAR Value** means, for each exercise of all or a portion of the SAR, (a) the product of the SAR Spread multiplied by the number of SAR Shares as to which the SAR is exercised, less (b) the Tax Offset Amount for such exercise.
- **SAR Settlement Shares** means, for each exercise of all or a portion of the SAR, the number of Shares equal to the Net SAR Value divided by the Fair Market Value of a Share on the Exercise Date (rounded down to the nearest number of whole Shares).
- **SAR Spread** means the excess of the Fair Market Value of a Share on the Exercise Date of the SAR over the Base Price.
- **Tax Offset Amount** means, for each exercise of all or a portion of the SAR, the aggregate amount of federal, state, and local withholding taxes and Participant's portion of all applicable payroll taxes attributable to the SAR Spread upon exercise of the SAR to be withheld and paid to the appropriate taxing authorities by Employer.
- **Voting Securities** means Corporation's issued and outstanding securities ordinarily having the right to vote at elections of directors.
- Capitalized terms not otherwise defined in this Agreement have the meanings given them in the Plan.

**AWARD AGREEMENT
Under the
Louisiana-Pacific Corporation
1997 Incentive Stock Award Plan**

**INCENTIVE SHARES
(Restricted Stock Units)**

Corporation: Louisiana-Pacific Corporation
414 Union Street
Suite 2000
Nashville, Tennessee 37219

Participant: _____

Grant Date: _____

Award: Incentive Shares

Incentive Shares: ____ Shares of Corporation's Common Stock

Restriction Period: The three-year period ending on the third anniversary of the Grant Date.

Subject to the terms and conditions of the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended, (the "Plan") and this Award Agreement (this "Agreement"), effective as of the Grant Date, Corporation grants to Participant the right to receive the number of Incentive Shares specified above.

The provisions of Appendix A attached to this Agreement are incorporated by reference as part of this Agreement.

LOUISIANA-PACIFIC CORPORATION

By _____

Its: _____

Participant

APPENDIX A
To
Award Agreement for Incentive Shares

The Agreement evidences the grant of an Award for Incentive Shares to Participant under the Plan.

Capitalized terms are defined in Section 10 of this Appendix A.

1. Incentive Shares; Adjustment

In the event of a declaration of a stock dividend or a stock split (whether effected as a dividend or otherwise) by Corporation where the record date for such dividend or stock split is after the Grant Date, the number of Incentive Shares automatically will be adjusted proportionately to reflect the effect of such dividend or stock split. The number of Incentive Shares will not be adjusted to reflect cash dividends paid with respect to Corporation's common stock during the Restriction Period.

2. Terms of Award

This Award is subject to all the provisions of the Plan and to the following terms and conditions:

2.1 Incentive Shares. Participant is granted an Award of Incentive Shares to be settled in accordance with Section 2.2, unless this Award has been terminated previously pursuant to Section 2.5.

2.2 Settlement of Award.

2.2.1 General. Except as provided in Section 2.2.2, this Award will be settled on a settlement date selected by the Committee within 30 days after the end of the Restriction Period by the delivery to Participant of an unrestricted certificate for the Incentive Shares.

2.2.2 Early Settlement. In the event Participant (or Participant's representative) becomes entitled to receive Incentive Shares pursuant to Section 2.3.1 (on account of death or Disability) or Section 2.3.2 (on account of a Change in Control), this Award will be settled on a settlement date selected by the Committee within 30 days after the Change in Control Date or date of death or Disability, as applicable, by the delivery to Participant (or Participant's representative) of an unrestricted certificate for the Incentive Shares.

2.3 Acceleration Events.

2.3.1 Death or Disability. In the event Participant dies or terminates Employment by reason of Disability prior to the end of the Restriction Period, Participant or Participant's representative will become entitled to receive the Incentive Shares.

2.3.2 Change in Control. Upon the occurrence of a Change in Control Date prior to the end of the Restriction Period, Participant will become entitled to receive the Incentive Shares.

2.4 Other Documents. Participant will be required to furnish Corporation such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations as a condition of Corporation's obligation to issue any Incentive Shares.

2.5 Transferability. This Award is not transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Award, the Award will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

3. **Rights as Stockholder**

Prior to the issuance of a certificate for Incentive Shares in settlement of this Award, Participant will have no rights as a stockholder of Corporation with respect to this Award or the Incentive Shares.

4. **Withholding Taxes**

Participant acknowledges that Participant is responsible for payment of all federal, state, and local withholding taxes and Participant's portion of all applicable payroll taxes imposed in connection with the Award or the Incentive Shares (collectively, the "Applicable Taxes"). Corporation's obligation to issue Incentive Shares in settlement of the Award is expressly conditioned on Participant's making arrangements satisfactory to Corporation, in its sole and absolute discretion, for the payment of all Applicable Taxes.

Participant may pay to Corporation (in cash or by check) an amount equal to the Applicable Taxes. In the event that Participant does not submit payment of the entire amount of Applicable Taxes, Participant expressly authorizes Corporation, in its sole and absolute discretion, (a) to withhold all or a portion of the remaining balance of the Applicable Taxes from other amounts payable in cash (as compensation or otherwise) by Corporation or any of its affiliates to Participant, and/or (b) to withhold a number of Shares (thus reducing the number of Incentive Shares to be issued to Participant) having a fair market value (as of the date the Incentive Shares are issued to Participant) equal to the remaining balance of the Applicable Taxes.

5. Conditions Precedent

Corporation will use its best efforts to obtain approval of the Plan and this Award by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this Award will terminate on notice to Participant to that effect. Without limiting the foregoing, Corporation will not be required to issue any certificates for Incentive Shares, or any portion thereof, until Corporation has taken all action required to comply with all applicable federal and state securities laws.

6. Successorship

Subject to restrictions on transferability set forth in Section 2.5, this Agreement will be binding upon and benefit the parties, their successors and assigns.

7. Notices

Any notices under this Agreement must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation's records or to such other address as a party may certify by notice to the other party.

8. Arbitration

Any dispute or claim that arises out of or that relates to this Agreement or to the interpretation, breach, or enforcement of this Agreement, shall be resolved by mandatory arbitration in accordance with the then effective arbitration rules of the American Arbitration Association, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

9. 409A Compliance

9.1 General Compliance. This Agreement is intended to comply with Section 409A of the Internal Revenue Code ("Section 409A") and ambiguous provisions, if any, shall be construed in a manner that is compliant with or exempt from the application of Section 409A, as appropriate. This Agreement shall not be amended or terminated in a manner that would cause the Agreement or any amounts payable under the Agreement to fail to comply with the requirements of Section 409A, to the extent applicable, and, further, the provisions of any purported amendment that may reasonably be expected to result in such non-compliance shall be of no force or effect with respect to the Agreement. Corporation shall neither cause nor permit any payment, benefit or consideration to be substituted for a benefit that is payable under this Agreement if such action would result in the failure of any amount that is subject to Section 409A to comply with the applicable requirements of Section 409A.

9.2 **Specified Employee.** Notwithstanding any provision of this Agreement to the contrary, if the Participant is a “specified employee” within the meaning of Section 409A as of the date of the Participant’s termination of employment and Corporation determines, in good faith, that payment of any amounts or benefits under this Agreement would cause a violation of Section 409A, then any amounts or benefits which are payable under this Agreement upon or following the Participant’s “separation from service” within the meaning of Section 409A which

- (i) are subject to the provisions of Section 409A;
- (ii) are not otherwise excluded under Section 409A; and
- (iii) would otherwise be payable during the first six-month period following such separation from service

shall be paid on the first business day next following the earlier of (a) the date that is six months and one day following the date of separation from service and (b) the date of Participant’s death.

10. **Defined Terms**

When used in this Agreement, the following terms have the meaning specified below:

Change in Control of Corporation means a change in the ownership or effective control of Corporation, or a change in the ownership of a substantial portion of the assets of Corporation, all within the definitions set forth in Treas. Reg. § 1.409A-3(i)(5).

Change in Control Date means the first date following the Grant Date on which a Change in Control has occurred.

Disability means the condition of being permanently unable to engage in any gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of at least 12 months.

Incentive Shares means the number of Shares issuable to Participant pursuant to this Award as specified on the cover sheet to this Award Agreement.

Restriction Period means the period specified on the cover page to this Agreement.

Capitalized terms not otherwise defined in this Agreement have the meanings given them in the Plan.