

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K/A
Amendment No. 1

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2009

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 333-1173

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

(Exact name of registrant as specified in its charter)

COLORADO

(State or other jurisdiction of incorporation or organization)

84-0467907

(I.R.S. Employer Identification Number)

8515 EAST ORCHARD ROAD, GREENWOOD VILLAGE, CO 80111

(Address of principal executive offices)

(303) 737-3000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes

No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act.

Yes

No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes

No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes

No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company as defined in Rule 12b-2 of the Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company as defined in Rule 12b-2 of the Act.

Yes

No

As of June 30, 2009, the aggregate market value of the registrant's voting stock held by non-affiliates of the registrant was \$0.

As of February 1, 2010, 7,032,000 shares of the registrant's common stock were outstanding, all of which were owned by the registrant's parent company.

Explanatory Note

Great-West Life & Annuity Insurance Company (the “Company”) is filing this Amendment No. 1 on Form 10-K/A (“Amendment No. 1”) to its Annual Report on Form 10-K for the fiscal year ended December 31, 2009, which was originally filed with the Securities and Exchange Commission on February 19, 2010 (the “Form 10-K”), solely to (i) update the disclosure contained therein to comply with certain compensation and corporate governance rules recently adopted by the SEC that became effective subsequent to the date the Company initially filed the Form 10-K with the SEC; (ii) correct a reference to members of the Company’s Conduct Review Committee; and (iii) file the most recent versions of certain benefit plans as exhibits.

This Form 10-K/A addresses the matters indicated above by amending the Table of Contents, by deleting Item 4 in its entirety, and by amending and restating in their entirety Items 10, 11, 13 and 15.

Except as described above, no changes have been made to the Form 10-K, and this Amendment No. 1 does not amend, update or change the financial statements or any other items or disclosure in the Form 10-K. This Amendment No. 1 does not reflect events occurring after the filing of the Form 10-K or modify or update those disclosures and should be read in conjunction with the Form 10-K.

As required by Rule 12b-15 of the Securities Exchange Act of 1934, new certifications by the principal executive officer and the principal financial officer of the Company have been filed as exhibits to this Amendment No. 1.

Amended Table of Contents

Item 4 of the Table of Contents is hereby amended by changing the title from “Submission of Matters to a Vote of Security Holders” to “RESERVED”.

The Table of Contents is further amended by adding a new Item 11.11 titled “Compensation Policies and Risk Management”.

Deletion of Item 4

Item 4 is deleted in its entirety.

Amended and Restated Item 10

Item 10 is amended and restated in its entirety as follows:

Item 10.

Directors and Executive Officers of the Registrant

10.1 Identification of Directors

Director	Age	Director from	Principal Occupation(s) for Last Five Years
James Balog 1 2 5 6	81	1993	Corporate Director
John L. Bernbach 5 6	65	2006	Chief Operating Officer, Engine USA
André Desmarais, O.C. 1 2 4 6 7 8	53	1997	Deputy Chairman, President and Co-Chief Executive Officer, Power Corporation; Co-Chairman, Power Financial Corporation
Paul Desmarais, Jr. 1 2 4 6 7 8	55	1991	Chairman and Co-Chief Executive Officer, Power Corporation; Co-Chairman, Power Financial Corporation
Mitchell T.G. Graye 1 2	54	2008	President and Chief Executive Officer of the Company
Alain Louvel 3 5	64	2006	Corporate Director
Raymond L. McFeetors 1 2 4 6 8	65	2006	Chairman of the Board of the Company; Chairman of the Board of Lifeco, Great-West Life, CLAC and London Life Insurance Company
Jerry E.A. Nickerson 3 8	73	1994	Chairman of the Board, H.B.Nickerson & Sons Limited
R. Jeffrey Orr 1 2 4 6 8	51	2005	President and Chief Executive Officer, Power Financial Corporation since May 2005; previously President and Chief Executive Officer of IGM Financial Inc.
Michel Plessis-Bélair, F.C.A. 3 8	67	1991	Vice Chairman, Power Corporation
Henri-Paul Rousseau 1 2 8	61	2009	Vice Chairman, Power Corporation since January 2009; previously President and Chief Executive Officer of la Caisse de dépôt et placement du Québec
Raymond Royer 3 8	71	2009	Corporate Director since December 2008; previously President and Chief Executive Officer of Domtar Inc.
Philip K. Ryan 1 2 3 8	53	2008	Executive Vice President and Chief Financial Officer, Power Corporation since January 2008; Executive Vice President and Chief Financial Officer, Power Financial Corporation since January 2008; previously Chief Financial Officer, Credit Suisse Group
T. Timothy Ryan, Jr. 1 2	64	2009	President and Chief Executive Officer of the Securities Industry and Financial Markets Association since January 2008; previously Vice Chairman of JPMorgan Chase

- 1 Member of the Executive Committee.
- 2 Member of the Investment and Credit Committee.
- 3 Member of the Audit Committee.
- 4 Member of the Compensation Committee.
- 5 Member of the Conduct Review Committee.
- 6 Member of the Governance and Nominating Committee.
- 7 Mr. André Desmarais and Mr. Paul Desmarais, Jr. are brothers.
- 8 Also a director of Great-West Life.

Unless otherwise indicated, all of the directors have been engaged for not less than five years in their present principal occupations or in another executive capacity with the companies or firms identified.

The appointments of directors are confirmed annually.

The following is a list of directorships currently held or formerly held within the five previous years by the directors of the Company, on companies whose securities are traded publicly in the United States or that are investment companies (other than the Company) registered under the Investment Company Act of 1940.

Director	Current Directorships	Former Directorships and Dates
A. Desmarais	CITIC Pacific Limited	BELLUS Health Inc. (formerly Neurochem, Inc.) - 05/2006 through 06/2009
P. Desmarais, Jr.	TOTAL S.A.	*GDF Suez
M.T.G. Graye	Maxim Series Fund, Inc.	
R.J. Orr	Panagora Asset Management, Inc.	
R. Royer		Shell Canada Limited - 02/2000 through 04/2007
P.K. Ryan	Panagora Asset Management, Inc.	
T.T. Ryan, Jr.	Lloyds Banking Group PLC	
B.E. Walsh	Saguenay Capital, LLC	

* Mr. Desmarais remains a director of GDF Suez which deregistered with the Securities and Exchange Commission during 2009.

The Company's Governance and Nominating Committee (the "Nominating Committee") is charged with recommending to the Board of Directors the qualifications for Directors, including among other things, the competencies, skills, experience and level of commitment required to fulfill Board responsibilities and the personal qualities that should be sought in candidates for Board membership. The Nominating Committee's duties include identifying and recommending Director candidates to the Board based on a consideration of the competencies and skills that the Board considers appropriate for the Board as a whole to possess, the competencies and skills that the Board considers each existing Director to possess and that each new nominee will bring to the Board, and the appropriate level of representation on the Board by Directors who are independent of management and who are neither officers nor employees of any of the Company's affiliates.

The Company's Directors are elected on an annual basis by the Company's sole shareholder, GWL&A Financial.

The Company's Directors are identified below along with an indication of their experience, qualifications, attributes and skills, which leads the Company to believe that they are qualified to serve on the Board of Directors.

James Balog

Mr. Balog has had a long and varied career in the investment field. After a decade at Merck and Co., in both technical and business areas, he began working on Wall Street as an investment analyst and portfolio manager. His Wall Street career extended over thirty years and included posts in investment research and banking, brokerage, and general management. He has served as Chairman and Director of several mutual fund and asset management companies. He holds a Bachelor of Science degree from Penn State University (chemistry and biology) and an MBA from Rutgers University School of Business (Finance). Mr. Balog also serves on the Board of Directors of Putnam Investments. Throughout his career he has served on the Boards of healthcare, mutual fund and asset management companies, foundations, and on various committees at the national level devoted to healthcare policy and social security issues.

John L. Bernbach

Mr. Bernbach is Chief Operating Officer of Engine USA, a media and marketing services company, which is a subsidiary of The Engine Group Ltd, headquartered in the U.K. He was also a co-founder of NTM (Not Traditional Media) Inc. in 2003, a marketing and media advisory firm that worked with clients and media companies to develop strategies integrating nontraditional marketing solutions and new media models. Prior to that, Mr. Bernbach was Chairman and CEO of The Bernbach Group, an executive management consulting business. From 1995 to 2000, Mr. Bernbach served as Director and then CEO and Chairman of North American Television, which produced and distributed news and entertainment programming. In 1994, Mr. Bernbach launched the publication of luxury goods magazines in China, Japan, France and Spain. Prior to 1994, Mr. Bernbach spent 22 years at the advertising firm Doyle Dane Bernbach, the last eight as President/COO of DDB Needham Worldwide. Mr. Bernbach currently serves on the Boards of Putnam Investments, Collective Intellect, Cellfish Media and Casita Maria and as an advisor to The Blackstone Group.

André Desmarais

Mr. Desmarais is Co-Chairman of Power Financial and Deputy Chairman, President and Co-Chief Executive Officer of Power Corporation. Prior to joining Power in 1983, he was Special Assistant to the Minister of Justice of Canada and an institutional investment counselor at Richardson Greenshields Securities Ltd. He has held a number of senior positions with Power group companies. Mr. Desmarais is a Director of Great-West Life, London Life Insurance Company ("London Life"), CLAC, Crown Life Insurance Company ("Crown Life") and Putnam Investments. He is a Director of IGM Financial Inc. ("IGM"), Investors Group Inc. (Investors Group) and Mackenzie Inc. ("Mackenzie"). He is also a Director of Power Financial, Pargesa Holding S.A. ("Pargesa") in Europe, Power Corporation and CITIC Pacific Ltd. in Asia. He was a Director of Bombardier Inc. until 2004. Mr. Desmarais is Honorary Chairman of the Canada China Business Council and is a member of several China-based organizations. Mr. Desmarais is active in cultural, health and other not-for-profit organizations. He is an Officer of the Order of Canada and of the Ordre National du Québec.

Paul Desmarais, Jr.

Mr. Desmarais is Co-Chairman of Power Financial and Chairman and Co-Chief Executive Officer of Power Corporation. Prior to joining Power in 1981, he was with S.G. Warburg & Co. in London, England, and with Standard Brands Incorporated in New York. He was President and Chief Operating Officer of Power Financial from 1986 to 1989, served as Chairman of the Board of Power Financial from 1990 until 2005, and became Chairman of the Executive Committee of Power Financial in 2005. He is a Director of Great-West Life, London Life, CLAC, Crown Life, Putnam Investments, IGM, Investors Group and Mackenzie. He is also Vice-Chairman of the Board and Executive Director of Pargesa and a Director of Groupe Bruxelles Lambert, Total S.A., GDF Suez and Lafarge S.A. Mr. Desmarais is a member of the International Council and a Director of the European Institute of Business Administration (INSEAD), Chairman of the Board of Governors of The International Economic Forum of the Americas, Chairman of the International Advisory Committee of École des hautes études commerciales of Montréal, a member of the Global Advisory Council for Merrill Lynch (New York), a Trustee of the Brookings Institution (Washington), and Founder and a member of the International Advisory Board of the McGill University Faculty of Management in Montréal. He is also involved in charitable and community activities in Montréal. In 2005 he was named an Officer of the Order of Canada and in 2009 he was named an Officer of the National Order of Québec. In 2006 he received a Doctorate *Honoris Causa* from Université Laval (Canada) and in 2008 he received a Doctorate *Honoris Causa* from Université de Montréal.

Mitchell T.G. Graye

Mr. Graye was appointed President and Chief Executive Officer of the Company in May 2008. From 1997 until his appointment as CEO, he served as Chief Financial Officer of the Company. From 1993 to 1997, Mr. Graye served as Senior Vice President and Chief Financial Officer for Great-West Life in Winnipeg. Prior to his roles within the Great-West Life family of companies, Mr. Graye held senior financial positions in both the corporate and investment banking sectors. Mr. Graye is an Honors graduate in Business Administration from the University of Western Ontario, where he was the Gold Medalist for Standing First in Class. He is a member of Financial Executives International.

Alain Louvel

After receiving an MBA from Columbia University, and a masters in Economics and Political Sciences degree from the Paris University, Mr. Louvel began his professional career in 1970 as an advisor to the Department of Industry and Trade of the Quebec Government. In 1972, he joined Bank Paribas (“Paribas”) and for the next 33 years held numerous positions with Paribas in France, Canada and the United States. He completed his career with Paribas as the Head of Risk Management for the Americas, with overall responsibilities over credit, market, counterparty and operational risk for the combined operations of Paribas and BNP following the merger which formed BNP Paribas. Mr. Louvel serves as a Director of Putnam Investments, Mountain Asset Management LLC and World Point Terminals. He is also a Trustee of the French Institute Alliance Francaise and a French Foreign Trade Counselor. Mr. Louvel is a permanent resident of the United States with dual French and Canadian citizenship.

Raymond L. McFeetors

Mr. McFeetors is Chairman of the Board of the Lifeco and the Company, a position he has held since May, 2008. He is also Vice-Chairman of Power Financial. Prior to May, 2008 he was President and Chief Executive Officer of Lifeco, Great-West Life, London Life, CLAC, Crown Life and the Company. Mr. McFeetors has been with Lifeco since 1968, and is a Director and Chairman of the Board of Great-West Life, London Life, CLAC and Crown Life. He is a Director of Putnam Investments, IGM, Investors Group, and Mackenzie, and is a Director of Power Financial and Power Corporation. Mr. McFeetors is also a Director of a number of national organizations in the health, education, cultural and business sectors. In 2002, he was appointed Honorary Colonel of The Royal Winnipeg Rifles. Also in 2002, he was awarded the Queen Elizabeth II Golden Jubilee Medal. Mr. McFeetors received an Honorary Doctorate of Laws from the University of Winnipeg in 2007.

Jerry E.A. Nickerson

Mr. Nickerson is Chairman of the Board of H.B. Nickerson & Sons Limited, a management and holding company based in North Sydney, Nova Scotia. He is a Director of Great-West Life, London Life, CLAC, Crown Life and Putnam Investments. Mr. Nickerson is also a Director of Power Financial and Power Corporation. He has also served on the boards of various organizations, federal and provincial Crown Corporations, and other public and private companies.

R. Jeffrey Orr

Mr. Orr is President and Chief Executive Officer of Power Financial, a position he has held since May, 2005. From May, 2001 until May, 2005, he was President and Chief Executive Officer of IGM Financial Inc. Previously, he was Chairman and Chief Executive Officer of BMO Nesbitt Burns Inc. and Vice-Chairman, Investment Banking Group, Bank of Montreal. He is a Director of Great-West Life, London Life, CLAC, Crown Life and Putnam Investments. Mr. Orr is also a Director of IGM, Investors Group, Mackenzie, Power Financial and Power Corporation. He is active in a number of community and business organizations.

Michel Plessis-Bélair

Mr. Plessis-Bélair was Executive Vice-President and Chief Financial Officer of Power Financial and Vice-Chairman and Chief Financial Officer of Power Corporation until his retirement in January, 2008. He continues to serve as Vice-Chairman of Power Corporation. Before joining Power Corporation in 1986, he was Executive Vice-President and Director of Société générale de financement du Québec and prior to that he was Senior Vice-President of Marine Industries Ltd. Mr. Plessis-Bélair is a Director of Great-West Life, London Life, CLAC and Crown Life. He is a Director of IGM, Investors Group and Mackenzie. He is also a Director of Power Financial, Pargesa, Groupe Bruxelles Lambert and Power Corporation. Mr. Plessis-Bélair is also a Director of Lallemand Inc., Hydro-Québec and Université de Montréal.

Henri-Paul Rousseau

Mr. Rousseau is Vice-Chairman of Power Financial and Power Corporation, positions he has held since January, 2009. He was President and Chief Executive Officer of la Caisse de dépôt et placement du Québec from May, 2005 until May, 2008 and Chairman and Director General from September, 2002 until April, 2005. He was President and Chief Executive Officer of Laurentian Bank of Canada from 1994 until 2002 and prior to that held senior offices with Boréal Assurances Inc. and the National Bank of Canada. Mr. Rousseau was an economics professor at Université Laval from 1975 until 1986 and at Université du Québec à Montréal from 1973 until 1975. He is a Director of Great-West Life, London Life, CLAC, Crown Life and Putnam Investments. He is also a Director of IGM, Investors Group, Mackenzie, Power Financial and Power Corporation. He received doctorates *Honoris Causa* from Concordia University, from Université Lumière Lyon 2, from Université Laval and from Université de Sherbrooke. Mr. Rousseau is active in a number of community and non-profit organizations.

Raymond Royer

Mr. Royer was President and Chief Executive Officer and a Director of Domtar Inc. from 1996 until December, 2008. He was previously President and Chief Operating Officer of Bombardier Inc. Mr. Royer is a Director of Great-West Life, London Life, CLAC and Crown Life. Mr. Royer is also a Director of Power Corporation's newspaper subsidiary Gesca Ltée. and of Power Financial. He was a Director of Shell Canada Limited until 2007. He is a Member of the Board of the McGill University Health Centre and of the International Advisory Board of École des Hautes Études Commerciales of Montréal.

Philip K. Ryan

Mr. Ryan is the Executive Vice-President and Chief Financial Officer of Power Financial and Power Corporation, positions that he has held since January 2008. From 1985 until January, 2008 he held a variety of positions with Credit Suisse, a global financial services company domiciled in Switzerland, including Chairman of the Financial Institutions Group (UK), Chief Financial Officer of Credit Suisse Group (Switzerland), Chief Financial Officer of Credit Suisse Asset Management (UK), and Managing Director of CSFB Financial Institutions Divisions (USA/UK). Mr. Ryan is a Director of Great-West Life, London Life, CLAC, Crown Life, Putnam Investments, PanAgora Asset Management, Inc., IGM, Investors Group and Mackenzie. He is a graduate of the University of Illinois School of Engineering and of the Indiana University Kelley School of Graduate Business.

T. Timothy Ryan, Jr.

Mr. Ryan is President and Chief Executive Officer of Securities Industry and Financial Markets Association (“SIFMA”), a leading industry trade association representing 680 global financial market participants. Prior to joining SIFMA in January 2008, Mr. Ryan was Vice-Chairman, Financial Institutions and Governments at J.P. Morgan Chase where he was a member of the firm’s senior leadership. He is currently a member of the board of Lloyds Banking Group PLC, where he serves on the Audit, Risk and Remuneration Committees. Mr. Ryan is a director of The U.S. Japan Foundation. He is also a private sector member of the Global Markets Advisory Committee for the National Intelligence Council. Prior to joining J.P. Morgan in 1993, Mr. Ryan was the Director of the Office of Thrift Supervision, U.S. Department of the Treasury. Mr. Ryan was a Director of the Resolution Trust Corporation and a Director of the Federal Deposit Insurance Corporation. From 1983 to 1990 Mr. Ryan was a Partner in the Washington, D.C. office of the law firm Reed, Smith, Shaw & McClay, where he headed the Pension Investment Group and was a member of the firm’s Executive Committee. From 1981 to 1983 Mr. Ryan was Solicitor of Labor, U.S. Department of Labor. Mr. Ryan is a graduate of Villanova University and American University Law School.

Brian E. Walsh

Mr. Walsh is the founder and Managing Partner of Saguenay Capital LLC (and its sister company QVan Capital LLC), a money management and investment advisory company, a position that he has held since January, 2001. Mr. Walsh has over 30 years of investment banking, international capital markets and investment management experience. He had a long career at Bankers Trust culminating in his appointment as Co-head of Global Investment Banking and as a member of the Management Committee. Mr. Walsh is a Director of Great-West Life, London Life, CLAC and Crown Life. Mr. Walsh also serves on the Board of Directors of Putnam Investments, and serves on the International Advisory Board of École des Hautes Études Commerciales of Montréal.

10.2 Identification of Executive Officers

<u>Executive</u>	<u>Age</u>	<u>Served as Executive Officer from</u>	<u>Principal Occupation(s) for Last Five Years</u>
Mitchell T.G. Graye President and Chief Executive Officer	54	1997	President and Chief Executive Officer of the Company
Charles P. Nelson President, Great-West Retirement Services	49	2008	President, Great-West Retirement Services of the Company
S. Mark Corbett Executive Vice President and Chief Investment Officer	50	2008	Executive Vice President and Chief Investment Officer of the Company
Robert K. Shaw Executive Vice President, Individual Markets	54	2008	Executive Vice President, Individual Markets of the Company
James L. McCallen Senior Vice President and Chief Financial Officer	59	2008	Senior Vice President and Chief Financial Officer of the Company
Graham R. McDonald Senior Vice President, Corporate Resources	63	2008	Senior Vice President, Corporate Resources of the Company
Scot A. Miller Senior Vice President and Chief Information Officer	51	2008	Senior Vice President and Chief Information Officer of the Company
Richard G. Schultz Senior Vice President, General Counsel and Secretary	49	2008	Senior Vice President, General Counsel and Secretary of the Company

Unless otherwise indicated, all of the executive officers have been engaged for not less than five years in their present principal occupations or in another executive capacity with the companies or firms identified.

The appointments of executive officers are confirmed annually.

10.3 Code of Ethics

The Company has adopted a Code of Business Conduct and Ethics (the "Code") that is applicable to its senior financial officers, as well as to other officers and employees. All of the items identified as elements of a "code of ethics" as defined in Securities and Exchange Commission regulations adopted pursuant to the Sarbanes-Oxley Act of 2002 are substantively covered by the Code. A copy of the Code is available without charge upon written request to Beverly A. Byrne, Chief Compliance Officer, 8525 East Orchard Road, Greenwood Village, Colorado 80111.

10.4 Security Holder Communications

As a wholly-owned subsidiary, the Board of Directors of the Company does not have a process for security holders to send communications to the Board of Directors.

10.5 Audit Committee Financial Expert

The Board of Directors has reviewed the qualifications and backgrounds of the members of the Audit Committee and determined that, although no one member of the Audit Committee is an "audit committee financial expert" within the meaning of the Rules under the Securities Exchange Act of 1934, the combined qualifications and experience of the members of the Audit Committee give the Committee collectively the financial expertise necessary to discharge its responsibilities.

Amended and Restated Item 11

Item 11 is amended and restated in its entirety as follows:

Item 11.

Executive Compensation

11.1 Compensation Discussion and Analysis

1. General

The executive compensation program adopted by the Company and applied to the executive officers (including the Named Executive Officers) is designed to support the primary objective of generating added value for shareholders and policyholders over the long term. The Compensation Committee of the Board of Directors of the Company oversees the executive compensation program. The Board and the Compensation Committee recognize the importance of executive compensation decisions to the management and shareholders of the Corporation, and have given careful consideration to the process which is followed to make decisions.

The main objectives of the executive compensation program are to:

- attract, retain and reward qualified and experienced executives who will contribute to the success of the Company;
- motivate executive officers to meet annual corporate, divisional, and individual performance goals; and
- enhance long-term shareholder and policyholder value.

More specifically, the executive compensation program is designed to reward the following:

- excellence in crafting and executing strategies that will produce significant value for the shareholders and policyholders over the long term;
- management vision and an entrepreneurial approach;
- quality of decision-making;
- strength of leadership;
- record of performance over the long term; and
- initiating and implementing transactions and activities that create shareholder and policyholder value.

In designing and administering the individual elements of the executive compensation program, the Compensation Committee strives to balance short-term and long-term incentive objectives and to apply prudent judgment in establishing performance criteria, evaluating performance, and determining actual incentive awards. The total compensation of each Named Executive Officer is reviewed by the Compensation Committee from time to time for market competitiveness, and reflects each Named Executive Officer's job responsibilities, experience and proven and/or expected performance.

The executive compensation programs consist of four primary components:

- base salary;
- annual incentive bonus;
- options for Lifeco common shares; and
- retirement benefits.

The primary role of each of these components is presented in the table below:

ELEMENT	PRIMARY ROLE
Base Salary	Reflect skills, competencies, experience and performance appraisal of the Named Executive Officers
Annual Incentive Bonus	Reflect performance for the year
Long-Term Incentive (Lifeco Stock Option Plan)	Link interests of Named Executive Officers with interests of the shareholders
Retirement Benefits	Provide for appropriate replacement income upon retirement based on years of service with the Company

Base salary, annual incentive bonus and retirement benefits are determined by the Compensation Committee for the executive officers (including the Named Executive Officers) other than the President and Chief Executive Officer, whose base salary and annual incentive bonus are recommended by the Compensation Committee for approval by the Board of Directors. The long-term compensation component in the form of options for Lifeco common shares is determined and administered by Lifeco's Compensation Committee. For the Named Executive Officers, the annual incentive bonus and stock option components are an essential part of their compensation.

The President and Chief Executive Officer participates in the compensation setting process for the other Named Executive Officers by evaluating individual performance, establishing individual performance targets and objectives and recommending salary levels.

2. Base Salary

Base salaries for the Named Executive Officers are set annually, taking into account the individual's job responsibilities, experience and proven or expected performance, as well as market conditions. The Company gathers market data in relation to the insurance and financial services industries and also considers surveys prepared by external professional compensation consultants such as Tower Perrin, Hewitt, Mercer and McLagan Partners with regard to peer groups in these industries.

3. Bonuses

(a) Annual Incentive Bonus Plan

To relate the compensation of the Named Executive Officers to the performance of the Company, an annual incentive bonus plan (the "Annual Incentive Bonus Plan") is provided. Target objectives are set annually, and may include earnings, expense or sales targets of the Company and/or a business unit of the Company or specific individual objectives related to strategic initiatives, acquisition related integration or synergy achievements.

These objectives are designed to be integrated with the Company's overall goals and initiatives. These targets are set high enough to drive performance while still being reasonable in terms of the likelihood of being met if individuals perform to the levels expected by the Company.

See Section 11.5 below for information on the participation of the Named Executive Officers in the Annual Incentive Bonus Plan and a further description of the terms of the Annual Incentive Bonus Plan.

(b) Special Bonuses

From time to time, special bonuses may be provided related to significant projects such as acquisitions or dispositions or for retention purposes.

4. Stock Options

To provide a long-term component to the executive compensation program, the Named Executive Officers participate in Lifeco's Stock Option Plan (the "Lifeco Option Plan").

While the Company's Compensation Committee makes recommendations from time to time with respect to the granting of Lifeco options, Lifeco's Compensation Committee is responsible for the granting of options to participants under the Lifeco Option Plan. Lifeco options are not granted on a fixed schedule. Options are not granted based on the timing of the disclosure of non-public material information with respect to Lifeco or the Company.

The duties, responsibilities and contributions of participants to the success of the Company are taken into account when the Lifeco Compensation Committee determines whether, and how many, new option grants should be made. The granting of options is subject to the terms and conditions contained in the Lifeco Stock Option Plan and any additional terms and conditions fixed by the Lifeco Compensation Committee at the time of the grant.

See Section 11.5 below for information on the participation of the Named Executive Officers in the Lifeco Option Plan and a further description of the terms of the Lifeco Option Plan.

The Compensation Committees of the Company and Lifeco believe that long-term incentives in the form of stock options, with delayed vesting provisions, play an important part in retaining key executive officers and in aligning the interests of the executive officers with those of the shareholders, and in contributing to the achievement of the results that have been attained by the Company.

5. Pension Benefits

(a) Defined Benefit Plan

The Company has a qualified defined benefit pension plan (the “Defined Benefit Plan”) which is available to all employees hired before January 1, 1999. See Section 11.8 below for information on the participation of the Named Executive Officers in the Defined Benefit Plan and a description of the terms of the Defined Benefit Plan.

(b) SERP

To provide a competitive retirement benefit to certain key executives, the Company also has a nonqualified supplemental executive retirement plan (the “SERP”), which provides benefits above the compensation limits applicable to the Defined Benefit Plan. See Section 11.8 below for information on the participation of the Named Executive Officers in the SERP and a description of the terms of the SERP.

(c) 401(k) Plan

All employees, including the Named Executive Officers, may participate in the Company’s qualified defined contribution 401(k) Plan (the “401(k) Plan”). Under the 401(k) Plan, employees may make contributions of between 1% and 50% of base salary, subject to applicable Internal Revenue Service (“IRS”) limits. For employees participating in the Defined Benefit Plan, the Company matches 50% of the first 5% of pre-tax and/or Roth contributions. For employees who do not participate in the Defined Benefit Plan, the Company matches 50% of the first 8% of pre-tax and/or Roth contributions. The 401(k) Plan offers a variety of investment options, including variable funds, collective funds, guaranteed certificate funds, Lifeco common shares (company matching contributions only) and a self-directed investment option.

6. Nonqualified Deferred Compensation

To provide market competitive compensation to certain key executives, the Company also has a nonqualified deferred compensation plan (“NQDCP”) and a nonqualified executive deferred compensation plan (“EDCP”). See Section 11.9 below for information on the participation of the Named Executive Officers in these plans and a description of the terms of the plans.

7. Perquisites Program

The Company has a limited perquisites program in which the Named Executive Officers participate.

A perquisites account of up to \$5,500 is available to officers at the level of Senior Vice President and above for reimbursement of expenses such as club dues, employee recognition or other miscellaneous expenses. In addition, these officers have available a one time membership perquisite of up to \$10,000.

The President and Chief Executive Officer receives a yearly car lease benefit. Executive Vice Presidents and the Chief Financial Officer receive a fixed car allowance of \$800 per month and Senior Vice Presidents receive a fixed car allowance of \$600 per month. For individuals promoted during the year, the car allowance for the year is prorated based on the different benefits applicable to the two positions held.

11.2 Compensation Committee Report

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with management of the Company and based on such review and discussions, recommends to the Board of Directors that the Compensation and Analysis be included in this Form 10-K.

Compensation Committee Members:

R. J. Orr (Chairman)
A. Desmarais
P. Desmarais, Jr.
R.L. McFeetors
B.E. Walsh

11.3 Compensation Committee Interlocks and Insider Participation

R.L. McFeetors retired as President and Chief Executive Officer of the Company effective May 1, 2008 and is currently Chairman of the Board of Directors. Mr. McFeetors is a member of the Compensation Committee.

11.4 Summary Compensation Table

The following table sets out compensation paid by the Company to the individuals who (i) served as Chief Executive Officer or Chief Financial Officer of the Company during 2009; and (ii) were the other three most highly compensated executive officers of the Company at December 31, 2009 (collectively, the "Named Executive Officers").

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Option Awards \$(4)	Non-Equity Incentive Plan Compensation \$(5)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$) (6)	All Other Compensation \$(7)	Total (\$)
Mitchell T.G. Graye President and Chief Executive Officer	2009	900,000			1,125,000	298,978	136,399	2,460,377
	2008	788,333	300,000(1) 1,500,000(2)	973,500	1,062,500	262,256	693,727	5,580,316
	2007	658,750			658,750		20,500	1,338,000
James L. McCallen Senior Vice President and Chief Financial Officer	2009	357,500			255,612	122,400	21,435	756,947
	2008	319,130	51,000(1) 80,000(2)	354,000	220,200	158,469	19,598	1,202,397
	2007							
Charles P. Nelson President, Great- West Retirement Services	2009	611,250			611,250	207,582	80,408	1,510,490
	2008	565,000	92,000(1)	344,300	452,000	233,822	53,560	1,740,682
	2007	455,334	50,000(3)	704,000	341,500		18,039	1,568,873
S. Mark Corbett Executive Vice President and Chief Investment Officer	2009	475,000			475,000	61,612	21,225	1,032,837
	2008	389,474	100,000(1) 40,000(2)	177,000	341,000	76,284	19,550	1,143,308
	2007							
Robert K. Shaw Executive Vice President, Individual Markets	2009	412,500			371,250	141,913	21,025	946,688
	2008	371,750			251,000	178,239	18,450	819,439

(1) These were special bonuses paid with respect to the acquisition of Putnam Investments by Lifeco.

(2) These were special bonuses paid with respect to the sale of the Company's healthcare business.

- (3) This was a special bonus paid with respect to the acquisition of a block of defined contribution business.
- (4) This relates to Lifeco options granted under the Lifeco Option Plan. The amounts reflected are the aggregate grant date fair value of awards computed in accordance with FASB ASC Topic 718. For further information, see Footnote 18 to the Company's December 31, 2009 Financial Statements contained in Item 8 of this Form 10-K.
- (5) These are bonuses earned under the Annual Incentive Bonus Plan.
- (6) The change in pension value and nonqualified deferred compensation earning are as follows:
- (a) Mr. Graye had a change in actuarial present value under the Defined Benefit Plan of \$42,285 and a change in actuarial present value under the SERP of \$256,693.
 - (b) Mr. McCallen had a change in actuarial present value under the Defined Benefit Plan of \$122,400.
 - (c) Mr. Nelson had a change in actuarial present value under the Defined Benefit Plan of \$71,840, a change in actuarial present value under the SERP of \$129,460 and above market earnings under the EDCP of \$6,282. For each of the Named Executive Officers participating in the EDCP, above average earnings equaled total earnings less 5.02% of total earnings (5.02% being 120% of the applicable federal long-term rate at December 31, 2008).
 - (d) Mr. Corbett had a change in actuarial present value under the Defined Benefit Plan of \$61,612.
 - (e) Mr. Shaw had a change in actuarial present value under the Defined Benefit Plan of \$84,090, a change in actuarial present value under the SERP of \$54,121 and above market earnings under the EDCP of \$3,702.
- (7) The components of other compensation for each of the Named Executive Officers are as follows:
- (a) Mr. Graye received (i) a car lease benefit of \$16,235; (ii) a perquisites account reimbursement of \$5,000; (iii) a 401(k) Plan employer contribution of \$6,125; and (iv) \$109,039 in respect of directors' fees.
 - (b) Mr. McCallen received (i) a car allowance of \$9,600; (ii) a perquisites account reimbursement of \$5,710; and (iii) a 401(k) Plan employer contribution of \$6,125.
 - (c) Mr. Nelson received (i) a housing benefit of \$59,183 (determined by calculating a lost investment return on the money used by the Company to contribute toward the purchase of a house for use by Mr. Nelson equal to the 30-year agency mortgage backed security rate of 6.07% in effect on June 9, 2008, the purchase date, less a 35% corporate tax rate on income earned); (ii) a car allowance of \$9,600; (iii) a perquisites account reimbursement of \$5,500; and (iv) a 401(k) Plan employer contribution of \$6,125.
 - (d) Mr. Corbett received (i) a car allowance of \$9,600; (ii) a perquisites account reimbursement of \$5,500; and (iii) a 401(k) plan employer contribution of \$6,125.
 - (e) Mr. Shaw received (i) a car allowance of \$ 9,400; (ii) a perquisites account reimbursement of \$5,500; and (iii) a 401(k) Plan employer contribution of \$6,125.

11.5 Grants of Plan-Based Awards for 2009

1. Table

The following table sets out information with respect to grants to the Named Executive Officers under the Annual Incentive Bonus Plan and Lifeco Option Plan.

Name	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards (\$/Share)
	Thresholds	Target	Maximum		
M.T.G. Graye	\$ -	\$ 900,000	\$ 1,125,000	-	\$ -
J.L. McCallen	-	268,125	268,125	-	-
C.P. Nelson	-	611,250	611,250	-	-
S.M. Corbett	-	475,000	475,000	-	-
R.K. Shaw	-	412,500	412,500	-	-

2. Narrative Description of the Annual Incentive Bonus Plan

Under the Annual Incentive Bonus Plan, bonus opportunity is expressed as a percentage of base salary and varies by office. The President and Chief Executive Officer, Executive Vice Presidents and Senior Vice Presidents can generally earn bonuses of up to 125%, 100% and 75%, respectively, of base salary if all targets and objectives are met. For individuals promoted during the year, the bonus opportunity for the year is prorated based on the different percentages applicable to the two positions held.

Bonus amounts are established against each target or objective. If objectives are not met, the President and Chief Executive Officer is not entitled to any bonus. Lower bonus amounts may be earned by Executive Vice Presidents and Senior Vice Presidents on partial achievement of bonus objectives.

For 2009:

- (i) M.T.G. Graye had an opportunity to earn 100% of annualized year end base salary if earnings targets were met and up to 125% of annualized year end base salary if earnings targets were exceeded by specified amounts;
- (ii) J.L. McCallen had an opportunity to earn up to 75% of base salary earned in 2009 - 40% based on earnings targets, 15% based on expense related targets and 20% based on specific individual objectives;
- (iii) C.P. Nelson had an opportunity to earn up to 100% of base salary earned in 2009 - 60% based on earnings targets, 10% based on expense related targets and 30% based on sales related targets;
- (iv) S.M. Corbett had an opportunity to earn up to 100% of base salary earned in 2009 - 50% based on earnings targets, 10% based on expense related targets and 40% on specific individual objectives; and

- (v) R.K. Shaw had an opportunity to earn up to 100% of base salary earned in 2009 - 60% based on earnings targets, 10% based on expense related targets and 30% based on sales related targets.

3. Narrative Description of the Lifeco Option Plan

Under the Lifeco Option Plan, the Lifeco Compensation Committee sets the exercise price of the options but under no circumstances can it be less than the weighted average trading price per Lifeco common share on the Toronto Stock Exchange for the five trading days preceding the date of the grant.

Options are either regular options or contingent options. Regular options are generally granted in multi-year allotments. Regular options, if granted prior to February, 2007, become exercisable at the rate of 20% per year commencing one year after the date of the grant and, if granted during or after February, 2007, become exercisable over a seven and one-half year period commencing one year after the date of the grant at a rate of 4%, 8%, 14.66%, 14.66%, 14.66%, 14.66%, and 14.66% per year, with the final 14.66% becoming exercisable six months later. Contingent options do not become exercisable unless and until conditions prescribed by the Lifeco Compensation Committee have been satisfied.

Options generally expire ten years after the date of the grant, except that if options would otherwise expire during a blackout period or within ten business days of the end of a blackout period, the expiry date for the options is extended to the tenth business day after the expiry date of the blackout period.

In the event of the death of a participant or the termination of a participant's employment, then the period within which the options may be exercised is generally reduced depending on the circumstances surrounding the death or termination of employment. Options are not assignable by participants otherwise than by will or pursuant to the laws of succession. Lifeco does not provide any financial assistance to participants to facilitate the purchase of common shares under the Lifeco Option Plan. Subject to any regulatory or shareholder approval required by law, the Lifeco Board of Directors may amend the Lifeco Option Plan or the terms of a grant.

11.6 Outstanding Equity Awards at 2009 Fiscal Year End

The following table sets out Lifeco options held by the Named Executive Officers under the Lifeco Option Plan as of December 31, 2009. Lifeco options are issued with an exercise price in Canadian dollars, which have been translated to U.S. dollars at 1/1.15 which was Lifeco's average rate for the year (the "Conversion Rate").

Option Awards					
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable		Option Exercise Price	Option Expiration Date
M.T.G. Graye	125,002	-		\$ 9.68	April 26, 2010
	80,000	-		15.25	April 25, 2011
	100,000	-		16.89	July 9, 2013
	224,000	56,000	(1)	25.94	December 13, 2015
	11,000	264,000	(2)	27.19	May 12, 2018
J.L. McCallen	32,830	-		14.90	December 3, 2011
	20,000	-		16.89	July 9, 2013
	4,000	96,000	(3)	27.19	May 12, 2018
C.P. Nelson	120,000	-		14.90	December 3, 2011
	13,200	96,800	(4)	32.37	February 27, 2017
	4,400	105,600	(5)	24.86	March 24, 2018
S.M. Corbett	80,000	-		14.90	December 3, 2011
	20,000	-		16.89	July 9, 2013
	10,800	79,200	(6)	32.37	February 27, 2017
	2,000	48,000	(7)	27.19	May 12, 2018
R.K. Shaw	100,000	-		14.90	December 3, 2011
	20,000	-		16.89	July 9, 2013

(1) These 56,000 options vest on December 14, 2010.

(2) These options vest as follows: 22,000 on May 13, 2010; 40,333 on each of May 13, 2011, 2012, 2013, 2014 and 2015; and 40,335 on November 13, 2015.

(3) These options vest as follows: 8,000 on May 13, 2010; 14,667 on each of May 13, 2011, 2012, 2013, 2014 and 2015; and 14,665 on November 13, 2015.

(4) These options vest as follows: 16,132 on each of February 28, 2010, 2011, 2012, 2013 and 2014; and 16,140 on August 28, 2014.

(5) These options vest as follows: 8,800 on March 25, 2010; 16,133 on each of March 25, 2011, 2012, 2013, 2014 and 2015; and 16,135 on September 25, 2015.

(6) These options vest as follows: 13,199 on each of February 28, 2010, 2011, 2012, 2013 and 2014; and 13,205 on August 28, 2014.

(7) These options vest as follows: 4,000 on May 13, 2010; 7,333 on each of May 13, 2011, 2012, 2013, 2014 and 2015; and 7,335 on November 13, 2015.

11.7 Option Exercises for 2009

No Lifeco options were exercised by the Named Executive Officers in 2009.

11.8 Pension Benefits for 2009

1. Table

The following table sets out information with respect to the participation of the Named Executive Officers in the Defined Benefit Plan and the SERP.

Name	Plan Name	Number of Years of Credited Service	Present Value of Accumulated Benefit (\$) (1)	Payments During Last Fiscal Year
M.T.G. Graye	Defined Benefit Plan	17	\$ 279,705	\$ -
	SERP	17	1,038,800	-
J.L. McCallen	Defined Benefit Plan	35	1,222,004	-
C.P. Nelson	Defined Benefit Plan	27	541,193	-
	SERP	27	619,540	-
S.M. Corbett	Defined Benefit Plan	23	472,783	-
R.K. Shaw	Defined Benefit Plan	32	819,122	-
	SERP	32	457,624	-

- (1) The amounts shown in the table are calculated according to the terms of the plans based on age and years of service as of December 31, 2009. These amounts are based on pay through December 31, 2009. The assumptions used for these calculations are consistent with actuarial valuations of the plans. The present value of accumulated benefit under the plans equals the actuarial present value of the annuity earned as of December 31, 2009, payable at age 65 for the Defined Benefit Plan and age 62 for the SERP, discounted to December 31, 2009 at the applicable discount rate for December 31, 2009. Benefits calculated under the SERP are the termination benefit.

2. Narrative Description of the Defined Pension Plan

The Defined Benefit Plan is designed to provide regular income at retirement to eligible employees. In general, an eligible employee is any employee hired prior to January 1, 1999. Participants in the Defined Benefit Plan are entitled to benefits at age 65 if they have 5 or more years of service.

The benefit formula for participants hired before January 1, 1992 is 1.5% for each of the first 30 years of service multiplied by the participant's average annual compensation, plus 0.5% for each of the next 5 years of service multiplied by the participant's average annual compensation, plus 0.5% for each year of service to retirement up to a maximum of 35 years multiplied by the participant's average annual compensation minus the covered compensation amount (as determined by the IRS). If a participant made required or voluntary contributions to the Defined Benefit Plan prior to July 1, 1979, the participant's benefit is increased to reflect these contributions and interest accrued

thereon, so long as the employee contributions plus interest have not been withdrawn in a lump sum.

The benefit formula for participants hired on and after January 1, 1992 is 1.0% for each of the first 30 years of service multiplied by the participant's average annual compensation, plus 0.5% for each of the next 5 years of service multiplied by the participant's average annual compensation, plus 0.5% for each year of service to retirement up to a maximum of 35 years multiplied by the participant's average annual compensation minus the covered compensation amount (as determined by the IRS).

Average annual compensation is the highest average of compensation paid during 5 consecutive years of credited service out of the last 7 years of credited service.

Participants who have terminated service prior to age 65 and who have at least 5 years of service may begin receiving benefits as early as age 55. Benefits that begin prior to age 65 are reduced by approximately 5% for each year prior to age 65.

The normal form of benefit for a married participant is a joint and 50% survivor annuity. The normal form of benefit for an unmarried participant is a life only annuity. Other optional forms of pension payment are available on an actuarially equivalent basis.

3. Narrative Description of the SERP

The SERP is designed to provide retirement benefits to certain key executive officers who are subject to qualified plan compensation limits. At the Company's discretion, executive officers may be designated to participate in the SERP. Participants in the SERP are generally entitled to benefits if they have 15 or more years of service.

The following describes the retirement benefit amount under the SERP based on age at the time of separation of service.

(1) For participants who separate from service at or after age 62, the normal retirement benefit is equal to 60% of final average compensation if the participant has 30 years of service. The benefit is prorated for less than 30 years of service. Final average compensation is the average of the highest 60 consecutive months of compensation during the last 84 months of employment. Compensation includes salary, bonuses and commissions prior to any deferrals to other benefit plans. Benefits are offset by benefits under the Defined Benefit Plan and 50% of estimated social security benefits as of retirement.

(2) For participants who separate from service between ages 57 and 62, the early retirement benefit is calculated by reducing the bonus used in determining final average compensation by 5/6% for each month prior to age 62 and by further reducing the early retirement benefit by 5/12% for each month prior to age 62. Benefits are offset by benefits under the Defined Benefit Plan and 50% of estimated social security benefits as of age 62.

(3) For participants who separate from service prior to age 57, the termination benefit is equal to 60% of final average salary if the participant has 30 years of service. The benefit is prorated for less than 30 years of service. If the participant has less than 35 years of service, the termination benefit is also reduced by 5% for each of the first three years of service below 35. Final average salary is the average of the highest 60 consecutive months of salary during the last 84 months of employment. Salary includes deferrals of any salary to other benefit plans. Benefits are offset by benefits under the Defined Benefit Plan and 50% of estimated social security benefits payable as of age 62.

Payments under the normal retirement benefit and the early retirement benefit commence upon retirement. Payments under the termination benefit commence at age 62.

The normal form of benefit under the SERP is a life only annuity. Other optional forms of payment are available on an actuarially equivalent basis.

11.9 Nonqualified Deferred Compensation for 2009

1. Table

The following table sets out information with respect to the participation of the Named Executive Officers in the NQDP and/or EDCP.

Name	Plan Name	Executive Contributions in Last Fiscal Year (\$)(1)	Aggregate Earnings in Last Fiscal Year (\$)	Aggregate Withdrawals or Distributions (\$)	Aggregate Balance at Last Fiscal Year End (\$)
J.L. McCallen	NQDC	-	29,473	-	138,318
C.P. Nelson	EDCP	-	23,739	-	363,567
R.K. Shaw	NQDC	-	52,555	-	234,469
	EDCP	-	14,151	-	236,400

(1) Amounts contributed are included in the Salary column of the Summary Compensation Table.

2. Narrative Description of the Nonqualified Deferred Compensation Plan and Executive Deferred Compensation Plan

All officers at the level of Vice President and above, and others at the discretion of the Company, are eligible to participate in the NQDCP. At the Company's discretion, executive officers may be designated to participate in the EDCP.

Under the NQDCP and EDCP, a participant may defer (i) a minimum of the greater of \$2,500 or 5% of base salary (including sales related compensation under the NQDCP) and a maximum of 90% of base salary; and (ii) a minimum of 5% and a maximum of 90% of bonus.

Under the NQDCP, participants specify one or more investment preferences in which deferrals are deemed to be invested. Participant accounts are adjusted for interest, earnings or losses equal to the actual results of the underlying investment(s). Under the EDCP, participant deferrals earn an interest rate equal to the Moody's Average Annual Corporate Bond Index rate plus .45% for actively employed participants and fixed rates ranging from 6.41% to 8.3% for retired participants.

Amounts deferred under both plans and the earnings from the plans are distributed to a participant upon termination of employment, if not distributed earlier. Amounts distributed under the plans are generally paid in either a lump sum or installments over 3, 5, 10 or 15 years at the election of the participant.

Following a change in control of the Company, the Board of Directors may terminate one or both plans in its discretion and pay all amounts due under a terminated plan to participants. Certain payments following termination of employment or after a change in control may be delayed to comply with requirements under the Internal Revenue Code.

11.10 Compensation of Directors for 2009

1. Table

The following sets out compensation earned in 2009 by the Directors identified in part 10.1 of this Form 10-K, and by O.T. Dackow, K.P. Kavanagh, W. Mackness and D.A. Nield, who retired as Directors on May 4, 2009.

Name	Fees Earned or Paid in Cash \$(1)	Stock Awards \$(2)	All Other Compensation \$(3)	Total (\$)
J. Balog	79,883	45,000	156	125,039
J.L. Bernbach	51,883	45,000	156	97,039
O.T. Dackow	26,262	15,453	54	41,769
A. Desmarais	27,826	-	-	27,826
P. Desmarais, Jr.	24,348	-	-	24,348
M.T.G. Graye	63,883	45,000	156	109,039
K.P. Kavanagh	10,435	-	-	10,435
A. Louvel	56,883	45,000	156	102,039
W. Mackness	24,560	13,438	47	38,044
R.L. McFeetors	34,783	-	-	34,783
J.E.A. Nickerson	17,391	-	-	17,391
D.A. Nield	6,957	-	-	6,957
R.J. Orr	34,783	-	-	34,783
M. Plessis-Bélaïr	15,652	-	-	15,652
H. P. Rousseau	19,130	-	-	19,130
R. Royer	8,696	-	-	8,696
P.K. Ryan	31,304	-	-	31,304
T.T. Ryan, Jr.	41,621	29,547	106	71,274
B.E. Walsh	49,292	15,453	54	64,799

- (1) These amounts are cash payments and contributions made under the voluntary component of the Great-West Life U.S. Resident Director Deferred Share Unit Plan (“U.S. DSUP”) or the Great-West Life Canadian Resident Deferred Share Unit Plan (“Canadian DSUP”), as applicable. Director fees are paid in the currency of the country of residence of the Director. Amounts paid or contributed in Canadian dollars have been translated to U.S. dollars at the Conversion Rate.
- (2) These amounts represent contributions made by the Company under the mandatory component of the U.S. DSUP or Canadian DSUP, as applicable. Contributions made in Canadian dollars have been translated to U.S. dollars at the Conversion Rate.
- (3) Life insurance premiums paid under the Great-West Life Director’s Group Life Insurance Plan. Premiums paid in Canadian dollars have been translated to U.S. dollars at the Conversion Rate.

2. Narrative Description of Directors Compensation

For each Director of the Company who is not also a Director of Great-West Life, the Company pays an annual retainer fee in the amount of \$75,000. \$45,000 of this retainer is paid in Deferred Share Units of Lifeco (“Deferred Share Units”) under the mandatory component of the U.S. DSUP or Canadian DSUP, as applicable. The remaining \$30,000 is available in cash.

A Director serving on the Audit Committee who is not also a Director of Great-West Life receives an additional retainer fee in the amount of \$3,000. The Company pays all Directors a meeting fee in the amount of \$2,000 for each meeting of the Board of Directors or a committee thereof attended. The Chairman of the Executive Committee receives an annual fee in the amount of \$25,000 and the Chairman of the Investment Committee receives an annual fee in the amount of \$20,000.

At their option, in lieu of cash payments, Directors may receive additional Deferred Share Units for 50% or 100% of the cash payments under the voluntary component of the U.S. DSUP or Canadian DSUP, as applicable.

Under both the mandatory and voluntary components of the U.S. DSUP and Canadian DSUP the number of Deferred Share Units granted is determined by dividing the amount of remuneration payable to the Director by the weighted average Canadian dollar trading price per Lifeco common share on the Toronto Stock Exchange for the last five trading days of the preceding fiscal quarter (such weighted average trading price being the “value of a Deferred Share Unit”). Directors receive additional Deferred Share Units in respect of dividends payable on the common shares based on the value of a Deferred Share Unit at that time.

Deferred Share Units are redeemable at the time that an individual ceases to be a Director by a lump sum cash payment, based on the value of the Deferred Share Units on the date of redemption. This amount is fully taxable as income in the year in which it is received.

The following are the number of Deferred Share Units held by the Directors, as of December 31, 2009, with respect to contributions made by the Company and/or its subsidiaries.

<u>Name</u>	<u>Deferred Share Units</u>
J. Balog	47,096
J.L. Bernbach	6,712
A. Desmarais	10,713
P. Desmarais, Jr.	-
M.T.G. Graye	9,186
A. Louvel	6,556
R.L. McFeetors	5,581
J.E.A. Nickerson	-
R.J. Orr	6,178
M. Plessis-Bélair	-

Name	Deferred Share Units
H.P. Rousseau	-
R. Royer	-
P.K. Ryan	2,553
T.T. Ryan	3,403
B.E. Walsh	24,556

Item 11.11 Compensation Policies and Risk Management

The Company has evaluated its compensation policies and practices applicable to all employees and believes that they do not create risks that are reasonably likely to have a material adverse effect on the Company.

Amended and Restated Item 13

Item 13 is amended and restated in its entirety as follows:

Item 13. Transactions with Related Persons, Promoters and Certain Control Persons

(a) There are no transactions to report.

(b) The Company’s Board of Directors has a Conduct Review Committee which acts pursuant to a written Charter and procedures (together, the “procedures”). Messrs. Balog, Bernbach and Louvel serve on the Conduct Review Committee.

The Conduct Review Committee, in accordance with the procedures, considers and approves transactions between the Company or its subsidiaries and (i) the directors and senior officers of the Company or its affiliates, including their spouses and minor children; (ii) its affiliates; and (iii) companies controlled by a director or senior officer of the Company or its affiliates, or their spouses or minor children. Control and affiliation is defined as a 10% voting interest or 25% ownership interest, but does not include subsidiaries of the Company.

Among other criteria, the Conduct Review Committee considers whether such transactions were on market terms and conditions, including interest rates and fees, as those prevailing at the time for comparable transactions with third parties. Such review also considers the Company’s established conflict of interest guidelines with respect to the transaction, as set forth in the Company’s Code.

There were no reportable related party transactions during the Registrant’s most recently completed fiscal year, following the establishment of the Conduct Review Committee, where the aforementioned procedures did not require review, approval or ratification or where the procedures were not followed.

Amended and Restated Item 15

Item 15 is amended and restated in its entirety as follows:

Item 15.

Exhibits and Financial Statement Schedules

The documents identified below are filed as a part of this report:

15.1 Index to Financial Statements

	<u>Page</u>
Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements for the Years Ended December 31, 2009, 2008 and 2007	59
Consolidated Balance Sheets as of December 31, 2009 and 2008	60
Consolidated Statements of Income for the Years Ended December 31, 2009, 2008 and 2007	62
Consolidated Statements of Stockholder's Equity for the Years Ended December 31, 2009, 2008 and 2007	63
Consolidated Statements of Cash Flows for the Years Ended December 31, 2009, 2008 and 2007	64
Notes to Consolidated Financial Statements for the Years Ended December 31, 2009, 2008 and 2007	66
Schedule III - Supplemental Insurance Information	117

All other schedules and separate financial statements of the Registrant are omitted because they are not applicable, or not required, or because the required information is included in the financial statements or notes thereto.

15.2 Index to Exhibits

Exhibit Number	Title	Page
3(i)	Amended and Restated Articles of Incorporation of Great-West Life & Annuity Insurance Company Filed as Exhibit 3(i) to Registrant's Form 10-K for the year ended December 31, 2006	
3(ii)	Bylaws of Great-West Life & Annuity Insurance Company Filed as Exhibit 3(ii) to Registrant's Form 10-K for the year ended December 31, 2006	
10	Material Contracts	
10.1	Great-West Lifeco Inc. Stock Option Plan Amended and restated as of April 2007 Filed herewith	
10.2	Supplemental Executive Retirement Plan Amended and restated as of March 24, 2009 Filed herewith	
10.3	Executive Deferred Compensation Plan Amended and restated as of March 24, 2009 Filed herewith	
10.4	Deferred Share Unit Plan Amended and restated as of March 24, 2009 Filed herewith	
10.5	Executive Long-Term Disability Plan Filed as Exhibit 10.6 to Registrant's Form 10-K for the year ended December 31, 2002 and incorporated herein by reference	
10.6	Nonqualified Deferred Compensation Plan Amended and restated as of March 24, 2009 Filed herewith	
10.7	Asset and Stock Purchase Agreement Filed as Exhibit 99.9 by way of a Form 8-K dated December 6, 1997 and incorporated herein by reference	
10.8	Asset and Stock Purchase Agreement Filed as Exhibit 99.9 by way of a Form 8-K dated November 26, 2007 and incorporated herein by reference	
21	Subsidiaries of Great-West Life & Annuity Insurance Company filed herewith	

Exhibit Number	Title	Page
24	Directors' Power of Attorney Directors' Power of Attorney filed as Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 1996; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 1997; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2003; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2005; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2006; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2007; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2008; Exhibit 24 to Registrant's Form 10-K for the year ended December 31, 2009, and incorporated herein by reference	
31.1	Section 302 Certification of the Chief Executive Officer filed herewith	
31.2	Section 302 Certification of the Chief Financial Officer filed herewith	
32	Section 906 Certification of the Chief Executive Officer and Chief Financial Officer filed herewith	

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment No. 1 to its annual report on Form 10-K/A to be signed on its behalf by the undersigned, thereunto duly authorized.

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

/s/ Mitchell T.G. Graye
 Mitchell T.G. Graye, President and Chief Executive Officer

Date: May 18, 2010

GREAT-WEST LIFE CO INC.

STOCK OPTION PLAN

1. Purpose of the Plan

The purpose of the Plan is to provide, on a selective basis, certain officers, employees and key associates of the Corporation and/or its Affiliates with an opportunity to purchase Common Shares and to benefit from the appreciation thereof. This will provide an increased incentive for these persons to contribute to the future success and prosperity of the Corporation, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Corporation and its Affiliates to attract and retain individuals of exceptional skill.

2. Defined Terms

Where used herein, the following terms shall have the following meanings, respectively:

- 2.1 "Affiliate" means any corporation that is an affiliate of the Corporation within the meaning of applicable securities legislation.
- 2.2 "Board" means the board of directors of the Corporation.
- 2.3 "Common Shares" means the common shares of the Corporation or, in the event of an adjustment contemplated by Article 8 hereof, such other common shares to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment.
- 2.4 "Compensation Committee" means the Compensation Committee of the Board.
- 2.5 "Corporation" means Great-West Lifeco Inc. and includes any successor corporation thereto.
- 2.6 "Exchange" means The Toronto Stock Exchange or, if the Common Shares are not then listed and posted for trading on The Toronto Stock Exchange, such stock exchange or exchanges in Canada on which such shares are listed and posted for trading as may be selected for such purpose by the Board.
- 2.7 "Market Price per Common Share" at any date means the weighted average trading price per Common Share on the Exchange for the five trading days preceding the date of the grant. If no trades are reported on any one or more of such five trading days, the trades occurring on the last five trading days on which trades occurred will be used in the computation.
- 2.8 "Option(s)" means an option to purchase Common Shares granted by the Corporation to Participants, subject to the provisions contained herein.
- 2.9 "Option Price" means the price per share at which Common Shares may be purchased under an Option, as the same may be adjusted in accordance with Articles 4 and 8 hereof.
- 2.10 "Participants" means those officers, employees and key associates of the Corporation and/or its Affiliates to whom Options have been granted, provided that such Options or a portion thereof have not been exercised and have not terminated.
- 2.11 "Plan" means the Stock Option Plan of the Corporation, as the same may be amended or varied from time to time.

3. Administration of the Plan

- 3.1 The Plan shall be administered by the Compensation Committee. The Corporation shall effect the grant of Options under the Plan in accordance with determinations made by the Compensation Committee pursuant to the provisions of the Plan

as to:

- (a) the officers, employees and key associates of the Corporation and its Affiliates to whom Options will be granted;
- (b) the number of Common Shares which shall be the subject of such Options; and
- (c) the terms of such Options;

by the execution and delivery of a stock option agreement in writing in a form approved by the Compensation Committee.

3.2 The Board or Compensation Committee may, from time to time, adopt such rules and regulations for administering the Plan as it may deem proper and in the best interests of the Corporation and the Board may, subject to applicable law, delegate its powers hereunder to administer the Plan to a committee of the Board.

4. Granting of Options

4.1 The Compensation Committee may from time to time grant Options to officers, employees and key associates of the Corporation and/or of its Affiliates. The grant of Options will be subject to the terms and conditions contained herein and may be subject to additional terms and conditions determined by the Compensation Committee from time to time including, without limiting the generality of the foregoing, a condition requiring that a Participant also be a participant in a specified stock purchase plan of the Corporation and/or its Affiliates.

4.2 Subject to adjustment pursuant to paragraph 8, the aggregate number of Common Shares reserved for issuance under the Plan shall not exceed 52,600,000 Common Shares. The aggregate number of Common Shares reserved for issuance to any one person under the Plan shall not exceed five percent of the outstanding Common Shares. The Common Shares in respect of which Options are not exercised shall be available for subsequent options. No fractional shares may be purchased or issued hereunder. The aforementioned limits of Common Shares reserved for issuance may be formulated on a diluted basis with the consent of the Exchange.

The number of Common Shares issuable to insiders at any time under (a) Options issued and outstanding pursuant to this Plan, and (b) any other security based compensation arrangements of the Corporation, shall not exceed in the aggregate ten percent of the Corporation's total issued and outstanding Common Shares. The number of Common Shares issued to insiders within any one year period under (a) Options issued and outstanding pursuant to this Plan, and (b) any other security based compensation arrangements of the Corporation, shall not exceed in the aggregate ten percent of the Corporation's total issued and outstanding Common Shares. For the purposes of this Plan, the terms "insider" and "security based compensation arrangements" have the meanings ascribed to them for the purposes of the Exchange's rules relating to security based compensation arrangements.

4.3 The Option Price shall be fixed by the Compensation Committee but under no circumstances shall any Option Price at the time of the grant be lower than the Market Price per Common Share.

4.4 At the discretion of the Compensation Committee, the Option Price may increase, throughout the period or for any part of the period that the Option or a portion thereof remains unexercised, by an amount per annum fixed by the Compensation Committee at the time the Option is granted.

5. Option Period

5.1 Each Option shall be exercisable during a period (the "Option Period") established by the Compensation Committee which shall commence not earlier than the date of the granting of the Option and shall in no event terminate later than the earlier of ten years after such date or:

- (a) in the event of the death of the Participant either before or after retirement, the Option Period for the Options outstanding to such Participant at the date of death shall terminate 24 months after the date of death;
- (b) if a Participant's employment terminates or has terminated because of retirement at or subsequent to normal retirement age, or because of retirement prior to normal retirement age with the approval of the President and Chief Executive Officer of the Corporation or of an Affiliate, as the case may be, the Option Period for Options then outstanding to such Participant shall terminate at the earlier of:

- (i) the date of termination specified in the terms of such Option, and
 - (ii) the date which is five years after the date upon which such Participant retired;
- (c) if a Participant's employment terminates by reason of his dismissal for fraud or willful fault or neglect, the Option Period for Options then outstanding to such Participant shall terminate on the date of such dismissal;
- (d) in the case of a Participant with less than one year's service at the date of the granting of the Option, the Option Period shall commence, unless the Compensation Committee otherwise determines, not earlier than the first anniversary of the date of commencement of his employment, and if such Participant's employment terminates for any cause other than death or disability prior to such first anniversary, the Option Period shall terminate on the date of such termination of employment; and
- (e) if a Participant's employment terminates for any cause other than the reasons set forth in paragraphs (a), (b), (c) or (d) herein, the Option Period for Options then outstanding to such Participant shall terminate:
- (i) on the earlier of the date of termination specified in the terms of such Option or 12 months after the date of termination of employment, or
 - (ii) such later date as the Compensation Committee may fix (but not later than the date of termination specified in the terms of such Option).

5.2 All rights under an Option unexercised at the termination of the Option Period shall be forfeited, and all rights under an Option for which the Option Period has not commenced prior to the date of termination of employment shall, unless otherwise determined by the Compensation Committee, be forfeited. Where used in this Clause 5, the word "month" means a period of 30 consecutive days.

5.3 Notwithstanding Sections 5.1 and 5.2, if an Option would otherwise expire during a blackout period applicable to a Participant (a period during which the relevant Participant is prohibited from purchasing and selling the Corporation's securities due to restrictions imposed by the Corporation in accordance with its trading policies affecting trades by employees in securities of the Corporation, or within ten business days after the expiry of such a blackout period, then the expiry date for that Option shall be extended to the tenth business day following the end of the blackout period.

6. Exercise of Options

Subject to the provisions of the Plan and the terms of the granting of the Option, an Option or a portion thereof may be exercised from time to time by delivery to the Corporation at its registered office of a notice in writing in form and content satisfactory to the Corporation signed by the Participant or by the Participant's legal personal representative. The notice shall state the intention of the Participant or the Participant's legal personal representative to exercise the said Option or portion thereof and shall be accompanied by payment of the Option Price for the Common Shares which are the subject of the exercise, in a manner satisfactory to the Corporation.

7. Non-Assignable

No Option or any interest therein shall be transferable or assignable by a Participant otherwise than by will or pursuant to the laws of succession.

8. Adjustments in Shares

Appropriate adjustments in the number of Common Shares subject to the Plan and, as regards Options granted or to be granted, in the number of Common Shares optioned and in the Option Price, shall be deemed to be made to give effect to adjustments in the number of Common Shares resulting from subdivisions, consolidations or reclassifications of the Common Shares, the payment of stock dividends by the Corporation (other than dividends in the ordinary course) or other relevant changes in the authorized or issued capital of the Corporation, which changes occur subsequent to the approval of the Plan by the Board and the Corporation shall take all necessary action so as to give effect to such changes.

9. Decisions of the Compensation Committee

Except for the contractual provisions of any stock option agreements, all decisions and interpretations of the Compensation Committee respecting the Plan or Options granted hereunder shall be conclusive and binding on the Corporation and the Participants and their respective legal personal representatives and on all officers, employees and key associates of the Corporation and/or its Affiliates eligible under the provisions of the Plan to participate therein.

10. Amendment or Discontinuance of Plan

The Board may at any time and from time to time amend, suspend, cancel or terminate the Plan or an Option granted hereunder, in whole or in part, provided however that:

- 10.1 the Board may not, without the approval by a majority of the votes cast by the holders of Common Shares and First Preferred Shares present and voting in person or by proxy at a meeting of shareholders of the Corporation, amend the Plan or an Option granted hereunder so as to:
- (a) increase the number of Common Shares that can be issued under the Plan;
 - (b) reduce the exercise price of an outstanding Option (including a cancellation and re-grant of an Option constituting a reduction in the exercise price of the Option);
 - (c) extend the expiry date of any outstanding Option;
 - (d) permit the grant of an Option with an expiry date of more than 10 years from the grant date;
 - (e) expand the authority of the Corporation to permit assignability of options other than as provided by Section 7;
 - (f) add non-employee Directors to the category of participants eligible to participate in the Plan;
 - (g) amend the Plan to provide for other types of compensation through equity issuance;
 - (h) increase or delete the percentage limit of Common Shares reserved for issuance to any one person pursuant to Section 4.2; or
 - (i) increase or delete the percentage limit on Common Shares issuable or issued to insiders pursuant to Section 4.2;

unless the amendment results from the application of the anti-dilution, reorganization or other provisions set forth in Section 8 of the Plan; and

- 10.2 no such amendment, suspension, cancellation or termination may, without the consent of the Participant to whom the Options have been previously granted, adversely affect the rights of such Participant.

For greater certainty, the Board may, subject to clause 10.2, amend any term or condition of the Plan or any Option granted hereunder other than the items specified in clause 10.1 without approval of the holders of the Common Shares as set out in clause 10.1.

11. Government Regulation

The Corporation's obligation to issue and deliver Common Shares under any Option is subject to:

- (a) the satisfaction of all requirements under applicable securities laws in respect thereof and the obtaining of all regulatory approvals as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of the Common Shares to listing on the Exchange; and
- (c) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Common Shares as the Corporation determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

In this connection, the Corporation shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares in compliance with applicable securities laws and for the listing of such Common Shares on the Exchange.

12. Participants' Rights

A Participant shall not have rights as a shareholder of the Corporation until a certificate for Common Shares has been issued to such Participant upon the exercise of an Option or a portion thereof, and then only with respect to the Common Shares represented by such certificate or certificates and for so long as the Participant holds said Common Shares.

No employee, officer, or Participant is entitled to be granted Options, or additional Options, under the Plan. Neither any period of notice of termination of employment, payment in lieu thereof, nor combination thereof, shall extend the period of employment for the purposes of the Plan. Neither the Plan, nor any action taken hereunder, shall interfere with the right of the employer of a Participant to terminate a Participant's employment at any time.

13. Laws

The Plan in all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and those of Canada insofar as the latter may be applicable.

Furthermore, no Option may be exercised nor will the Corporation have any obligation to issue Common Shares pursuant thereto if such exercise or issue would be contrary to or violate any applicable law or any applicable regulation of a duly constituted authority.

May 3, 2007

GREAT-WEST & ANNUITY INSURANCE COMPANY

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

As Amended and Restated
Effective as of March 24, 2009

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

As Amended and Restated
Effective as of March 24, 2009

ARTICLE I — PURPOSE; EFFECTIVE DATE

The purpose of this Supplemental Executive Retirement Plan (the “Plan”) is to provide supplemental retirement benefits for certain key officers of Great-West Life & Annuity Insurance Company (the “Company”). It is intended that the Plan will aid in retaining and attracting individuals of exceptional ability by providing them with these benefits.

This Plan was originally established effective as of January 1, 1993 and was amended and restated effective as of January 1, 2005 to comply with the requirements of section 409A of the Internal Revenue Code to avoid adverse tax consequences with respect to the amounts deferred hereunder. Effective as of March 24, 2009, the Plan was again amended and restated to reflect certain changes to the Plan.

ARTICLE II—DEFINITIONS

Whenever used in this document, the following terms shall have the meanings set forth in this Article unless a contrary or different meaning is expressly provided:

2.1 Actuarial Equivalent

“Actuarial Equivalent” means equivalence in value between two (2) or more forms and/or times of payment based on the 1984 Unisex Pension Mortality Table (UP84) and an interest rate equal to the rate used by the Pension Benefit Guaranty Corporation for valuing immediate annuities under terminating pension plans. Such rate shall be the rate in effect on January 1 of the year of determination.

2.2 Affiliate

“Affiliate” means any corporation or business entity that would be considered a single employer with Employer pursuant to Code sections 414(b) or 414(c).

2.3 Beneficiary

“Beneficiary” means the person, persons or entity entitled under Article VI to receive any Plan benefits payable after a Participant’s death.

2.4 Board

“Board” means the Board of Directors of the Company.

2.5 Cause

“Cause” means:

(a) The willful and continued failure by the Participant to substantially perform the Participant’s duties with Employer (other than any such failure resulting from the Participant’s incapacity due to physical or mental illness), after a demand for substantial performance is delivered to the Participant in writing, which specifically identifies the manner in which the Participant has not substantially performed the Participant’s duties; or

(b) The willful engaging by the Participant in gross misconduct which is demonstrably injurious to Employer and its affiliates, taken as a whole. For purposes of this paragraph, no act or omission shall be considered “willful” if performed or not performed by the Participant in good faith and with a reasonable belief that the action or omission was in the best interest of Employer.

Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause for purposes of the Plan unless and until there shall have been delivered to the Participant a copy of a notice of termination after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant’s counsel, to be heard before the Board or the Chief Executive Officer (or his delegate), and a finding that in the good faith opinion of the Board or Chief Executive Officer (or his delegate), the Participant was guilty of conduct set forth above in clauses (a) or (b) of the this Section and specifying the particulars thereof in detail. A Participant who is terminated for Cause shall forfeit any right to receive benefits under the Plan. Except as specifically provided herein, this provision shall not change the Participant’s at-will employment with the Company or require the Company to follow any procedures with respect to any termination except for the specific purposes provided herein.

2.6 Chief Executive Officer

“Chief Executive Officer” means the Chief Executive Officer of the Company.

2.7 Code

“Code” shall mean the Internal Revenue Code of 1986, as amended. References to any section or subsection of the Code shall be deemed to be references to any comparable or succeeding provisions of any internal revenue law that amends or replaces such section.

2.8 “Company” means Great-West Life & Annuity Insurance Company, a Colorado corporation, and its successors, and assigns.

2.9 Compensation

“Compensation” means the Salary, bonuses and commissions paid to a Participant by Employer and considered to be “wages” for purposes of federal income tax withholding. Compensation shall be calculated before reduction for any amounts deferred by the Participant pursuant to the Company’s tax qualified plans which may be maintained under Section 401(k) or Section 125 of the Internal Revenue Code, or under the Executive Deferred Compensation Plan and the Nonqualified Deferred Compensation Plan or any other nonqualified deferred compensation plan of the Employer or any Affiliate. Compensation does not include expense reimbursements or any form of noncash compensation or benefits.

2.10 Disability

“Disability” means a physical or mental condition which prevents the Participant from satisfactorily performing the Participant’s usual duties for Employer. The Plan Administrator shall determine the commencement and existence of Disability and may rely upon advice from a medical examiner satisfactory to the Plan Administrator in making the determination.

2.11 Domestic Partner

“Domestic Partner” means an individual whose domestic partnership with a Participant has been registered with Employer in accordance with the procedure for such registration established by the Employer.

2.12 Early Retirement Date

“Early Retirement Date” means the first day of the month coincident with or next following the month in which a Participant has a Separation from Service, if such Separation from Service occurs on or after such Participant’s attainment of age fifty-seven (57) and completion of fifteen (15) Years of Credited Service, but prior to the Participant’s Normal Retirement Date.

2.13 Employer

“Employer” means the Company and any U.S. subsidiary of the Company.

2.14 Executive Deferred Compensation Plan

“Executive Deferred Compensation Plan” means the Great-West Life & Annuity Insurance Company 2005 Executive Deferred Compensation Plan and its predecessor, the Great-West Life & Annuity Insurance Company Executive Deferred Compensation Plan, formerly known as The Great-West Life Assurance Company United States Employees’ Executive Deferred Compensation Plan.

2.15 Final Annual Compensation

“Final Annual Compensation” means the Participant’s Compensation paid during the twelve (12) consecutive complete months of employment with Employer prior to the Participant’s Disability.

2.16 Final Average Compensation

“Final Average Compensation” means the average of the Participant’s Compensation paid during the sixty (60) consecutive complete months out of the last eighty-four (84) months of employment with Employer that produce the highest average.

2.17 Final Average Salary

“Final Average Salary” means the average of the Participant’s Salary paid during the sixty (60) consecutive complete months out of the last eighty-four (84) months of employment with Employer that produce the highest average.

2.18 Form of Benefit Designation

“Form of Benefit Designation” means the election made by the Participant before January 1, 2009 specifying the form in which the Participant’s Supplemental Retirement Benefit shall be paid. A Participant’s Form of Benefit Designation shall be irrevocable once made, except as otherwise provided under the Plan.

2.19 Nonqualified Deferred Compensation Plan

“Nonqualified Deferred Compensation Plan” means Great-West Life & Annuity Insurance Company 2005 Nonqualified Deferred Compensation Plan and its predecessor, the Great-West Life & Annuity Insurance Company Nonqualified Deferred Compensation Plan.

2.20 Normal Retirement Date

“Normal Retirement Date” means the first day of the month coincident with or next following the month in which a Participant has a Separation from Service, if such Separation from Service occurs on or after the Participant’s attainment of age sixty-two (62) and completion of fifteen (15) Years of Credited Service.

2.21 Participant

“Participant” means any individual who is participating in or has participated in this Plan, and who has not yet received full payment of his vested benefits hereunder, as provided in Article III. The Board or Executive Committee of the Board shall designate each Participant either as a Class A Participant or a Class B Participant.

2.22 Plan

“Plan” means this Supplemental Executive Retirement Plan, as amended from time to time.

2.23 Plan Administrator

“Plan Administrator” means the individual or committee appointed by the Board or the Executive Committee of the Board to administer the Plan. If no such appointment is made, the highest-ranking officer in the Human Resource department of the Company shall serve as the Plan Administrator. Any individual serving as the Plan Administrator may be removed at any time in the sole discretion of the Board or Executive Committee of the Board. In no event shall a Plan Administrator who is a Participant be permitted to make decisions regarding solely his or her own benefits under this Plan; rather, such decisions shall be made by other members of any committee appointed to as the Plan Administrator, or if no such committee has been appointed, the most senior officer of the company whose benefits are not at issue in the decision..

2.24 Qualified Plan

“Qualified Plan” means the Employees’ and Agents’ Pension Benefits Plan for the Great-West Life & Annuity Insurance Company, or any predecessor or successor defined benefit plan maintained by Employer that qualifies under Section 401(a) of the Internal Revenue Code.

2.25 Qualified Plan Offset

“Qualified Plan Offset” means the Participant’s benefit in the form of a monthly single life annuity under the Qualified Plan less any amounts attributable to the Guaranteed Fund or Surplus Fund (as those terms are defined by the Qualified Plan) or any Participant voluntary contributions, that would be payable to the Participant if the benefit commenced on the date as of which it is calculated. The Qualified Plan Offset shall be calculated (i) using the Plan terms in effect at the time the Supplemental Retirement Benefit commences and (ii) the actuarial assumptions applicable to benefits payable at such time.

2.26 Retirement

“Retirement” means a Participant’s Separation from Service with Employer at an Early Retirement Date or Normal Retirement Date, as applicable.

2.27 Salary

“Salary” means the periodic payments made by Employer to a Participant on a regular basis. Salary does not include commissions, bonuses, expense reimbursements, irregular payments or any form of noncash compensation or benefits but shall include any amounts deferred under Code sections 401(k) and 125, the Executive deferred Compensation Plan and the Nonqualified Deferred Compensation Plan and any other nonqualified deferred compensation plan of the Employer or any Affiliate.

2.28 Separation from Service

“Separation from Service” means the voluntary or involuntary termination of a Participant’s employment with Employer and all Affiliates within the meaning of Code section 409A. A termination of employment generally occurs if the facts and circumstances indicate that Employer and the Participant reasonably anticipate that no further services will be performed for Employer or any Affiliate after a certain date or that the level of bona fide services the Participant will perform after such date (whether as an employee or an independent contractor) will decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for less than 36 months). Notwithstanding the foregoing, the employment relationship is treated as continuing while the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed 6 months, or if longer, so long as the Participant retains the right to reemployment with Employer or an Affiliate under an applicable statute or contract. When a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a period of at least 6 months and such impairment causes the Participant to be unable to perform the duties of his or her position or any substantially similar position, a 29-month period of absence may be substituted for the 6-month period above.

2.29 Specified Employee

“Specified Employee” means an individual during the 12-month period beginning on each April 1 who was a key employee (as defined in Code section 416(i) without regard to paragraph (5) thereof) of Employer or any Affiliate during the 12-month period ending on the previous December 31. Compensation that is excludable from an employee’s gross income on account of the location of the services or the location of the employer that is not effectively connected with the conduct of a trade or business within the United States shall not be treated as compensation

for purposes of determining the identity of a key employee under this Section.

2.30 Supplemental Retirement Benefit

“Supplemental Retirement Benefit” means the benefit determined under Article V of this Plan.

2.31 Target Amount

“Target Amount” means sixty percent (60%) of Final Average Compensation multiplied by a fraction, the numerator of which is the Participant’s actual Years of Credited Service, not to exceed thirty (30), and the denominator of which is thirty (30).

2.32 Termination Target Amount

“Termination Target Amount” means sixty percent (60%) of Final Average Salary multiplied by a fraction, the numerator of which is the Participant’s actual Years of Credited Service, not to exceed thirty (30), and the denominator of which is thirty (30), reduced by the early retirement factor at age sixty-two (62) under the Qualified Plan.

2.33 Years of Credited Service

“Years of Credited Service” means the number of “Years of Credited Service” as defined under the Qualified Plan, whether or not the Participant is a participant in such plan.

ARTICLE III—PARTICIPATION AND VESTING

3.1 Eligibility and Participation

(a) **Eligibility.** Eligibility to participate in the Plan shall be limited to those key officers of Employer who are designated from time to time, by the Board or the Executive Committee of the Board.

(b) **Participation.** An employee’s participation in the Plan shall be effective upon notification to the employee by the Committee of eligibility to participate. Subject to Section 3.2, participation in the Plan shall continue until such time as the Participant has a Separation from Service and as long thereafter as the Participant is eligible to receive benefits under this Plan.

3.2 Change in Employment Status

If the Board or the Executive Committee determines that a Participant’s employment performance no longer deserves reward through participation in this Plan, but the Participant does not have a Separation from Service, participation herein and eligibility to receive benefits hereunder shall be limited to the Participant’s vested interest in such benefits as of the date designated by the Board (“Participation Termination Date”) or the Executive Committee of the Board. Such benefits shall be based solely on the Participant’s Years of Credited Service, Compensation and Salary as of the Participation Termination Date.

3.3 Vesting

A Participant shall be one hundred percent (100%) vested after fifteen (15) Years of Credited Service.

ARTICLE IV—SURVIVOR BENEFITS

4.1 Pretermination Survivor Benefit

If a Participant dies while employed by Employer, Employer shall pay a survivor benefit to the Participant’s Beneficiary as follows:

(a) **Amount.** The amount of the survivor benefit shall be the Actuarial Equivalent lump sum present value of the Participant’s Supplemental Retirement Benefit determined under the Section of Article V which gives the Beneficiary the most valuable accrued benefit the Participant would have been entitled to as of the date of death.

(b) **Time and Form of Payment.** The survivor benefit shall be paid to the Beneficiary in the basic form provided below, unless the Participant elects an alternative form (i) in a Form of Payment Designation before January 1, 2009 or (ii) pursuant to Section 5.7. Any alternative form shall be the Actuarial Equivalent of the basic form of benefit payment. All payments shall be made on the date (s) the Participant would have received payment under Article V, assuming the Participant retired or terminated on the date of death. The basic and alternative forms of payment are as follows:

(i) **Basic Form of Benefit Payment.** A lump sum payment.

(ii) **Alternative Forms of Payment.** Equal monthly installments of the benefit over a period certain of sixty (60) or one hundred twenty (120) months.

4.2 Posttermination Survivor Benefit

(a) **Death Prior to Commencement of Benefits.** If a Participant dies following Separation from Service and prior to the commencement of benefits hereunder, Employer shall pay a survivor benefit to the Participant's Beneficiary as follows:

(i) **Amount.** The amount of the survivor benefit shall be equal to the Actuarial Equivalent lump sum present value of the Participant's Supplemental Retirement Benefit determined under the Section of Article V which gives the Beneficiary the most valuable accrued benefit the Participant would have been entitled to as of the date of death.

(ii) **Time and Form of Payment.** The survivor benefit shall be paid to the Beneficiary in the basic form provided below, unless the Participant elects an alternative form (i) in a Form of Payment Designation before January 1, 2009 or (ii) pursuant to Section 5.7. Any alternative form shall be the Actuarial Equivalent of the basic form of benefit payment. All payments shall be made on the date(s) the Participant would have received payment under Article V, assuming the Participant retired or terminated on the date of death. The basic and alternative forms of payment are as follows:

a) **Basic Form of Benefit Payment.** A lump sum payment.

b) **Alternative Forms of Payment.** Equal monthly installments of the benefit over a period certain of sixty (60) or one hundred twenty (120) months.

(b) **Death After Commencement of Benefits.** If a Participant dies following the Participant's Separation from Service and after payments have commenced, a survivor benefit will be paid only if, and to the extent, provided for under Section 5.6.

4.3 Misrepresentation

The Committee may deny payment if death occurs within twenty-four (24) months beginning with the calendar month following commencement of participation in this Plan if the Participant has made a material misrepresentation in any form or document provided by the Participant to or for the benefit of Employer.

ARTICLE V—SUPPLEMENTAL RETIREMENT BENEFIT

5.1 Normal Retirement Benefit

If a Participant has a Separation from Service at a Normal Retirement Date, Employer shall pay to the Participant a monthly Supplemental Retirement Benefit equal to the Target Amount, less:

(a) Fifty percent (50%) of the Participant's estimated monthly primary Social Security benefit payable as of Retirement; and

(b) The Qualified Plan Offset as of Retirement.

5.2 Early Retirement Benefit

If a Participant has a Separation from Service at an Early Retirement Date, Employer shall pay to the Participant the monthly Supplemental Retirement Benefit calculated under Section 5.1 except:

(a) For Class A Participants, any bonus amounts which are treated as Compensation shall be reduced by five-sixths percent (5/6%) for each month by which the Participant's Early Retirement Date precedes the first day of the month coincident with or next following the date on which the Participant would have attained age 62. For Class B Participants, no bonus amounts shall be included in the calculation of Compensation under this Section 5.2;

(b) The Target Amount shall be reduced by five-twelfths percent (5/12%) for each month by which the Participant's Early Retirement Date precedes the first day of the month coincident with or next following the date on which the Participant would have attained age 62;

(c) The offset required by Section 5.1(a) shall only reduce that portion of the Participant's Supplemental Retirement Benefit payable on or after the first day of the month coincident with or next following the date on which the Participant attains age 62. The offset shall be determined as of Retirement using the Social Security Act in effect at Retirement and assuming zero (0) future earnings from the Participant's Early Retirement Date to the first day of the month that is coincident with or next following the date on which the Participant attains age 62; and

(d) The offset required by Section 5.1(b) shall be the amount payable as of the Early Retirement Date.

5.3 Termination Benefit

If a Participant has a Separation from Service after accruing fifteen (15) Years of Credited Service but before Retirement, death or Disability, Employer shall pay to the Participant a monthly Supplemental Retirement Benefit equal to the Termination Target Amount, less:

(a) Fifty percent (50%) of the Participant's estimated monthly primary Social Security benefit payable as of the first day of the month coincident with or next following the date on which the Participant attains age 62. This offset shall be determined at Separation from Service using the Social Security Act in effect at Separation from Service and assuming earnings from the date of Separation from Service to the first day of the month coincident or next following the date on which the Participant attains age 62 are equal to the

Participant's Salary at Separation from Service; and

- (b) The Qualified Plan Offset as of the first day of the month next following the date on which the Participant attains age 62.

5.4 Disability Retirement Benefit

If a Participant Separates from Service before Retirement as a result of Disability, Employer shall pay to the Participant the monthly Supplemental Retirement Benefit calculated under Section 5.1 or 5.2, whichever is applicable, except that Years of Credited Service shall continue to accrue during the period of Disability up to the first to occur of the Participant's Early Retirement Date or Normal Retirement Date, determined as though the Participant has remained employed by Employer through such date. For purposes of determining Final Average Compensation under this Section, the Participant shall be deemed to have earned an amount equal to Final Annual Compensation during each year the Disability continues.

5.5 Form of Benefit Payment

The Supplemental Retirement Benefit under Sections 5.1, 5.2, 5.3 and 5.4 shall be paid in the basic form provided below unless the Participant elects an alternative form (i) in a Form of Payment Designation before January 1, 2009 or (ii) pursuant to Section 5.7. Any alternative form shall be the Actuarial Equivalent of the basic form of benefit payment. The basic and alternative forms of payment are as follows:

- (a) **Basic Form of Benefit Payment.** A monthly single life annuity for the Participant's life.
- (b) **Alternative Forms of Benefit Payment.**
 - (i) A lump sum payment.
 - (ii) A monthly joint and survivor annuity with payment continued to the survivor at one hundred percent (100%) or fifty percent (50%) of the amount paid to the Participant.
 - (iii) Equal monthly installments of the benefit over a period certain of sixty (60), one hundred twenty (120) or one hundred eighty (180) months.

5.6 Commencement of Benefit Payments

Unless a Participant selects a later date pursuant to Section 5.7, benefits payable to a Participant under Sections 5.1, 5.3 and 5.4 shall commence on the last day of the second (2nd) month following the later of the date on which the Participant attains age sixty-two (62) or the Participant's Separation from Service. Benefits payable to a Participant under Section 5.2 shall commence on the last day of the second (2nd) month following the Participant's Separation from Service. Notwithstanding the foregoing, any payment that would otherwise be made on account of a Separation from Service during the six months following a Separation from Service to a Participant who is a Specified Employee on the date of Separation from Service shall not be paid at the time otherwise due but shall be accumulated and paid to the Specified Employee (with interest at the yield rate on six-month U.S. Treasury Bills as of the first business day following the Participant's Separation from Service) on the last day of the sixth (6th) month following Separation from Service.

5.7 Subsequent Change in Form or Time of Payment

Notwithstanding any other provision of the Plan, a Participant may change (i) the form in which his Supplemental Retirement Benefit will be paid to the basic form or any alternative form of payment available under Section 5.5 or (ii) the time at which his Supplemental Retirement Benefit will be paid, provided the change meets the following conditions:

- (a) the change does not accelerate the time or schedule of any payment within the meaning of Code §409A;
- (b) the change does not take effect until at least twelve (12) months after the date on which the change is made;
- (c) except in the case of a payment to be made following death, the payment with respect to which such change is made is deferred for a period of at least 5 years from the date such payment would otherwise have been made; and
- (d) for a change to a payment made upon a specified date, the change is made at least 12 months before such date.

Notwithstanding this Section 5.7, a change from one type of life annuity to another type of life annuity with the same scheduled date for the first annuity payment is not considered a change in the time and form of payment, provided that the annuities are actuarially equivalent applying reasonable actuarial methods and assumptions.

5.8 Withholding; Payroll Taxes

Employer shall withhold from payments hereunder any taxes required to be withheld from such payments under federal, state or local law. A Beneficiary, however, may elect not to have withholding of federal income tax pursuant to Code section 3405(a) (2).

5.9 Payment to Guardian

If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of property, the Plan Administrator may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent

or person. The Plan Administrator may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Board, any Committee of the Board, Plan Administrator and Employer from all liability with respect to such benefit.

ARTICLE VI—BENEFICIARY DESIGNATION

6.1 Beneficiary Designation

Each Participant shall have the right, at any time, to designate one (1) or more persons or an entity as Beneficiary (both primary as well as secondary) to whom benefits under this Plan shall be paid in the event of a Participant's death prior to complete distribution to the Participant of the benefits due under the Plan. Each Beneficiary designation shall be in a written form prescribed by the Plan Administrator and will be effective only when filed with the Plan Administrator during the Participant's lifetime. Designation by a married Participant of a Beneficiary other than the Participant's spouse shall not be effective without spousal execution of a written consent acknowledging the effect of the designation, unless such consent cannot be obtained because the spouse cannot be located.

6.2 Changing Beneficiary

Any Beneficiary designation may be changed by an unmarried Participant without the consent of the previously named Beneficiary by the filing of a new designation with the Plan Administrator. A married Participant's Beneficiary designation may be changed with the consent of the Participant's spouse as provided for in Section 6.1 by the filing of a new designation with the Plan Administrator. The filing of a new designation shall cancel all designations previously filed.

6.3 Change in Marital Status

If the Participant's marital status changes after the Participant has designated a Beneficiary, the following shall apply:

- (a) If the Participant is married at death but was unmarried when the designation was made, the designation shall be void unless the spouse has consented to it in the manner prescribed above.
- (b) If the Participant is unmarried at death but was married when the designation was made:
 - (i) The designation shall be void if the spouse was named as Beneficiary.
 - (ii) The designation shall remain valid if a nonspouse Beneficiary was named.
- (c) If the Participant was married when the designation was made and is married to a different spouse at death, the designation shall be void unless the new spouse has consented to it in the manner prescribed above.

6.4 No Beneficiary Designation

If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the person in the first of the following classes in which there is a survivor.

- (a) The Participant's surviving spouse or Domestic Partner, as applicable;
- (b) The Participant's children in equal shares, except that if any of the children predeceases the Participant but leaves issue surviving, then such issue shall take by right of representation the share the parent would have taken if living;
- (c) The Participant's estate.

6.5 Effect of Payment

Payment to the Beneficiary shall completely discharge the obligations of the Company, Board, any Committee of the Board, Plan Administrator and Employer under this Plan.

ARTICLE VII—ADMINISTRATION

7.1 Plan Administrator; Duties

The Plan shall be administered by the Plan Administrator, which shall have the authority to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration.

7.2 Agents

The Plan Administrator may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

7.3 Binding Effect of Decisions

The decision or action of the Plan Administrator with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final, conclusive and binding upon all persons having any interest in the Plan.

7.4 Indemnity of Plan Administrator

The Company shall indemnify and hold harmless the Plan Administrator and any individual or members of the committee serving as the Plan Administrator against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to the Plan on account of such member's service as the Plan Administrator, except in the case of gross negligence or willful misconduct.

ARTICLE VIII—CLAIMS PROCEDURE

8.1 Claim

Any person claiming a benefit, requesting an interpretation or ruling under the Plan or requesting information under the Plan shall present the request in writing to the Plan Administrator. Within 90 days after the Plan Administrator receives a written claim for benefits under the Plan, the Plan Administrator will either approve the claim or notify the claimant that claim is denied. The Plan Administrator may extend this time by up to an additional 90 days under special circumstances and will notify the claimant of the extension and the reasons therefore within the initial 90-day period.

Notwithstanding the foregoing, the Plan Administrator will notify a claimant of the denial of a claim for Disability Retirement Benefits under the Plan within a reasonable time, but not later than 45 days after receipt of a written claim. This period may be extended by the Plan Administrator for two additional periods of up to 30 days each if the Plan Administrator determines that the extension is necessary due to matters beyond its control and notifies the claimant of the extension and the reasons therefore before the expiration of the applicable period. Such notices of extension will specifically explain the standards on which entitlement to a Disability Retirement Benefit is based, the unresolved issues that prevent a decision on the claim and the additional information, if any, needed to resolve those issues. If additional information is needed, the claimant will have at least 45 days to provide the information.

8.2 Denial of Initial Claim

If a claim is denied, in whole or in part, the Plan Administrator will furnish to the claimant, at the time of the denial, a written notice setting forth in a manner calculated to be understood by the claimant: (i) the reason(s) for the denial, including a reference to any applicable provisions of the Plan; (ii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (iii) and an explanation of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse determination on review. In addition, if a claim for Disability Retirement Benefits is denied, the notice will inform the claimant of any internal rule, guideline, protocol or other similar criterion relied upon in denying the claim and identify any health care professional consulted in connection with the denial.

8.3 Review of Claim Denial

If the claimant receives a notice denying a claim, in whole or in part, he may request in writing a review of the claim within 60 days (180 days for denial of claims for Disability Retirement Benefits) after receiving a notice of denial. Such request may be made either in person or by a duly authorized representative and will set forth all the bases of the request for review, any facts supporting the review and any issues or comments the claimant deems pertinent. The claimant may submit documents, records and other information in support of the review and will be provided upon request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's appeal.

8.4 Final Decision

A committee of three individuals appointed by the Board or the Executive Committee of the Board (the "Review Committee") will review the appeal of any claim denial under the Plan. The Review Committee will make a decision with respect to a claim review promptly, but not later than 60 days (45 days in the case of denials of claims for Disability Retirement Benefits) after receipt of the appeal. The Review Committee may extend this time period by up to an additional 60 days (45 days in the case of denials of claims for Disability Retirement Benefits) under special circumstances by providing the claimant with notice of the extension and the reasons therefore within the initial 60-day (or 45-day) period. The Review Committee will not grant deference to the initial decision and will consider all information submitted, regardless of whether it was considered in connection with the initial claim.

In deciding an appeal from the denial of a claim for Disability Benefits that is based in whole or in part on a medical judgment, the Review Committee will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional will not be the individual, if any, who was consulted in connection with the denial that is the subject of the appeal, or a subordinate of such individual.

The final decision of the Review Committee will be in writing, give specific reasons for the decision, provide specific references to the pertinent provisions of the Plan on which the decision was based and include both a statement that the claimant is entitled to receive upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits and a statement of the claimant's right to bring an action under ERISA. In addition, if an appeal of a claim for Disability Retirement Benefits is

denied, the notice of denial will inform the claimant of any rule, guideline, protocol or other similar criterion relied upon in making the adverse benefit determination and identify the health care professional consulted in connection with the appeal. The decisions of the Committee will be final and conclusive on all persons.

8.5 Disputed Payments under Code Section 409A

If the Employer fails to make any payment, in whole or in part, claimed by a Participant or any other person as of the date specified under the terms of the Plan, the payment will be treated as made upon the date specified under the Plan for purposes of Code section 409A if the recipient accepts the portion (if any) of the payment that the Employer is willing to make (unless such acceptance will result in a relinquishment of the claim to all or part of the remaining amounts), makes prompt and reasonable good faith efforts to collect the remaining portion of the payment, and any further payment (including payment of a lesser amount that satisfies the obligation to make the payment) is made no later than the end of the first calendar year in which the claimant and the Employer enter into a legally binding settlement of such dispute, the Employer concedes the amount is payable or the Employer is required to make such payment pursuant to a final, binding and nonappealable judgment or other binding decision. For purposes of this Section 8.5, efforts to collect the payment will be presumed not to be prompt, reasonable, good faith efforts unless the claimant provides notice to the Employer within 90 days of the latest date upon which a payment could have been timely made in accordance with the terms of the Plan and unless, if not paid, the claimant takes further enforcement measures within 180 days after such latest date.

ARTICLE IX—TERMINATION, SUSPENSION OR AMENDMENT

9.1 Termination, Suspension or Amendment of Plan

The Board or the Executive Committee of the Board may, in their sole discretion, terminate or suspend the Plan at any time, in whole or in part. The Board or the Executive Committee of the Board may amend the Plan at any time. Any amendment may provide different benefits or amounts of benefits from those herein set forth. No such termination, suspension or amendment, however, shall adversely affect the amount of the accrued benefits of Participants (determined as of the day prior to such action), the amount of benefits of any Participant who has previously retired, or the amount of benefits of any Beneficiary of a Participant who has previously died, except as otherwise determined by the Board or the Executive Committee of the Board under Section 10.1 with respect to any Participant. Furthermore, no suspension or amendment shall alter the applicability of the vesting schedule in Section 3.3 with respect to a Participant's accrued benefit at the time of such suspension or amendment. Upon termination of the Plan, however, all Participants shall be one hundred percent (100%) vested in their accrued Supplemental Retirement Benefits, and the Board or the Executive Committee of the Board may cause the accrued Supplemental Retirement Benefits of any Participant to be paid at any time permitted under Code section 409A and the regulations and binding guidance thereunder.

Notwithstanding the foregoing, the Board or the Executive Committee of the Board shall have the right to amend the Plan in any manner whatsoever without the consent of any Participant or Beneficiary to comply with the requirements of Code section 409A or to preserve the favorable tax treatment, as determined in the sole discretion of the Plan Administrator, of benefits payable under the Plan even if such amendment has the effect of reducing the amount of a vested benefit hereunder.

ARTICLE X—MISCELLANEOUS

10.1 Unfunded Plan

This Plan is an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly-compensated employees" within the meaning of Section 201, 301, and 401 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and therefore is exempt from the provisions of Parts 2, 3 and 4 of Title I of ERISA. Accordingly, the Board or the Executive Committee of the Board may terminate the Plan and make no further benefit payments or remove certain employees as Participants if it is determined by the United States Department of Labor, a court of competent jurisdiction or an opinion of counsel that the Plan constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA (as currently in effect or hereafter amended) which is not so exempt.

10.2 Unsecured General Creditor

Participants and their Beneficiaries, heirs, successors, and assigns shall have no secured legal or equitable rights, interest or claims in any property or assets of Employer, nor shall they be Beneficiaries of, or have any rights, claims or interests in any life insurance policies, annuity contracts or the proceeds therefrom owned or which may be acquired by Employer. Except as provided in Section 10.3, such policies, annuity contracts or other assets of Employer shall not be held under any trust for the benefit of Participants, their Beneficiaries, heirs, successors or assigns, or held in any way as collateral security for the fulfilling of the obligations of Employer under this Plan. Any and all of Employer's assets and policies shall be, and remain, the general, unpledged, unrestricted assets of Employer. Employer's obligation under the Plan shall be that of an unfunded and unsecured promise to pay money in the future.

10.3 Trust Fund

The Employer of a Participant shall be responsible for the payment of all benefits to such Participant provided under the Plan. At its discretion, the Company may establish one (1) or more trusts, with such trustees as the Board or the Executive Committee of the Board may approve, for the purpose of providing for the payment of such benefits. Although such a trust shall be irrevocable, its assets shall be held for payment of each Employer's general creditors in the event of insolvency. To the extent any benefits provided under the Plan are paid from any such trust, the Employer shall have no further obligation to pay them. If not paid from the trust, such benefits shall remain the obligation of Employer.

10.4 Nonassignability

Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and nontransferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

10.5 Not a Contract of Employment

This Plan shall not constitute a contract of employment between Employer and the Participant. Nothing in this Plan shall give a Participant the right to be retained in the service of Employer or to interfere with the right of Employer to discipline or discharge a Participant at any time.

10.6 Protective Provisions

A Participant shall cooperate with Employer by furnishing any and all information requested by Employer in order to facilitate the payment of benefits hereunder, and by taking such physical examinations as Employer may deem necessary and by taking such other action as may be requested by Employer.

10.7 Governing Law

The provisions of this Plan shall be construed and interpreted according to the laws of the State of Colorado, except as preempted by federal law.

10.8 Validity

If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal and invalid provision had never been inserted herein.

10.9 Notice

Any notice or filing required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered or certified mail. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Mailed notice to the Plan Administrator shall be directed to the Company's address. Mailed notice to a Participant or Beneficiary shall be directed to the individual's last known address in Employer's records.

10.10 Successors

The provisions of this Plan shall bind and inure to the benefit of Employer and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Employer, and successors of any such corporation or other business entity.

10.11 Compliance with Code Section 409A

Notwithstanding any provision of the Plan to the contrary, the Plan will be interpreted and administered to comply with the requirements of Code section 409A and any applicable regulations and binding guidance thereunder to avoid adverse tax consequences. No provision of the Plan, however, is intended or shall be interpreted to create any right with respect to the tax treatment of the amounts paid or payable hereunder, and neither the Employer nor any affiliate or any of its or their officers, directors, employees, agents or service providers shall have any liability to a Participant or Beneficiary for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Code section 409A.

[Signatures on following page]

Dated this 24th day of March, 2009.

Executed for the Company by:

Graham R. McDonald

Title of Individual:

Senior Vice President, Corporate Resources

Signature:

/s/ Graham R. McDonald

Executed for the Company by:

Glen R. Derback

Title of Individual:

Senior Vice President and Controller

Signature:

/s/ Glen R. Derback

**Great-West Life & Annuity Insurance Company
2005 Executive Deferred Compensation Plan**

Effective as of March 24, 2009

1760541.3

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I DEFINITIONS	2
1.1 Account	2
1.2 Adoption Agreement	2
1.3 Affiliate	2
1.4 Aggregated Plan	2
1.5 Beneficiary	2
1.6 Benefit Benchmark	2
1.7 Board	2
1.8 Change in Control Event	2
1.9 Code	7
1.10 Commissions	7
1.11 Compensation	7
1.12 Compensation Deferral Agreement	7
1.13 Compensation Deferrals	7
1.14 Conflict of Interest Divestiture	7
1.15 Corporate Dissolution	7
1.16 De Minimis Distribution	7
1.17 Distributable Event	7
1.18 Domestic Partner	8
1.19 Domestic Relations Order	8
1.20 Effective Date	8
1.21 Eligible Individual	8
1.22 ERISA	8
1.23 Income Inclusion Under Code § 409A	8
1.24 Interim Distribution Date	8
1.25 Investment Commissions	8
1.26 Investment Credits and Debits	9
1.27 Nonqualified Deferred Compensation Plan	9
1.28 Participant	9
1.29 Performance-Based Compensation	9
1.30 Plan	10
1.31 Plan Administrator	10
1.32 Plan Sponsor	10
1.33 Plan Termination Following a Change in Control Event	11
1.34 Plan Termination Following a Corporate Dissolution	11
1.35 Plan Termination in Connection with Termination of Certain Similar Arrangements	11
1.36 Regular Salary	11
1.37 Sales Commissions	11
1.38 Separation from Service	11
1.39 Specified Employee	13
1.40 Spouse	13
1.41 Taxable Year	14
1.42 Trust	14

1.43	Trustee	14
1.44	Unforeseeable Emergency	14
1.45	Valuation Date	14
1.46	Without Good Cause	14
ARTICLE II ELIGIBILITY AND PARTICIPATION		14
2.1	Eligibility	14
2.2	Participation	15
2.3	Compensation Deferral Agreement	15
2.4	Subsequent Changes in Form of Payment	17
2.5	Matching Credits and Discretionary Credits	17
2.6	Establishing a Reserve for Plan Liabilities	17
ARTICLE III PARTICIPANT ACCOUNTS AND REPORTS		17
3.1	Establishment of Accounts	17
3.2	Account Maintenance	18
3.3	Investment Credits and Debits	18
3.4	Participant Statements	19
ARTICLE IV WITHHOLDING OF TAXES		19
4.1	Withholding from Compensation	19
4.2	Withholding from Benefit Distributions	19
ARTICLE V VESTING		19
5.1	Vesting	19
ARTICLE VI PAYMENTS		20
6.1	Benefits	20
6.2	Separation from Service Payment	20
6.3	Conflict of Interest Divestiture	21
6.4	Death Benefit	21
6.5	Domestic Relations Order Payment	21
6.6	Unforeseeable Emergency Distribution	22
6.7	Election to Receive Interim Distributions	22
6.8	Payment upon Income Inclusion Under § 409A	23
6.9	Permissible Delay in Payments	23
6.10	Beneficiary Designation	24
6.11	Claims Procedure	24
ARTICLE VII CANCELLATION OF DEFERRALS		29
7.1	Unforeseeable Emergency	29
7.2	Disability	30
ARTICLE VIII PLAN ADMINISTRATION		30
8.1	Appointment	30
8.2	Duties of Plan Administrator	30
8.3	Plan Sponsor	31
8.4	Plan Administration and Interpretation	31
8.5	Powers, Duties, Procedures	31
8.6	Information	31
8.7	Indemnification of Plan Administrator	32
ARTICLE IX TRUST FUND		32

9.1	Trust	32
9.2	Unfunded Plan	32
9.3	Assignment and Alienation	32
ARTICLE X AMENDMENT AND PLAN TERMINATION		32
10.1	Amendment	32
10.2	Plan Termination	33
10.3	Plan Termination Following a Change in Control Event	33
10.4	Plan Termination Following a Corporate Dissolution	34
10.5	Plan Termination in Connection with Termination of Certain Similar Arrangements	34
10.6	Effect of Payment	35
ARTICLE XI MISCELLANEOUS		35
11.1	Total Agreement	35
11.2	Employment Rights	36
11.3	Non-Assignability	36
11.4	Binding Agreement	36
11.5	Receipt and Release	36
11.6	Furnishing Information	36
11.7	Compliance with Code § 409A	36
11.8	Insurance	37
11.9	Governing Law	37
11.10	Headings and Subheadings	37

PREAMBLE

The Great-West Life & Annuity Insurance Company Executive Deferred Compensation Plan (the "Grandfathered Plan") was established effective as of January 1, 1993 for the benefit of a select group of management or highly compensated Eligible Individuals. Effective as of December 31, 2004, the Grandfathered Plan was frozen, and no further amounts were deferred under that plan as of such date. The terms of the Grandfathered Plan as of October 3, 2004 continue to govern the amount deferred under that plan as of December 31, 2004.

Effective as of January 1, 2005, the Great-West Life & Annuity Insurance Company 2005 Executive Deferred Compensation Plan (the "Plan") was established to provide benefits similar to those provided under the Grandfathered Plan in compliance with Code § 409A. The Plan document, together with the Adoption Agreement, were amended and restated effective as of January 1, 2008. Such amendment and restatement apply to all amounts deferred under the Plan on or after January 1, 2005.

Effective as of March 24, 2009, the Plan was again amended and restated to reflect certain changes to the Plan.

Participants in the Plan shall have no right, either directly or indirectly, to anticipate, sell, assign or otherwise transfer any benefit accrued under the Plan. In addition, no Participant shall have any interest in any assets set aside as a source of funds to satisfy benefit obligations under the Plan. Participants shall have the status of general unsecured creditors of the Plan Sponsor, and the Plan shall constitute an unsecured promise by the Plan Sponsor to make benefit payments in the future.

The Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of ERISA §§201(2) and 301(a)(3), is intended to comply with the requirements of Code §409A and the regulations and binding guidance issued thereunder to avoid adverse tax consequences and shall be interpreted and administered to the extent possible in a manner consistent with that intent.

1760541.3

ARTICLE I

DEFINITIONS

- 1.1 Account** The bookkeeping account established for each Participant to record his or her benefit under the Plan. Where the context so requires, references to the Participant's Account, or to the Participant's vested Account, shall mean the applicable portion of the Account attributable to a specific Taxable Year.
- 1.2 Adoption Agreement** The written instrument by which the Plan Sponsor establishes or amends a Nonqualified Deferred Compensation Plan for Eligible Individuals.
- 1.3 Affiliate** Any corporation or business entity that would be considered a single employer with the Plan Sponsor pursuant to Code §§ 414(b) or 414(c).
- 1.4 Aggregated Plan** A nonqualified deferred compensation plan that is required to be aggregated and treated with the Plan as a single plan under Code § 409A.
- 1.5 Beneficiary** An individual, individuals, trust or other entity designated by the Participant to receive his or her benefit in the event of the Participant's death. If more than one Beneficiary survives the Participant, the Participant's benefit shall be divided equally among all such Beneficiaries, unless otherwise provided in the Beneficiary Designation form. Nothing herein shall prevent the Participant from designating primary and contingent Beneficiaries.
- 1.6 Benefit Benchmark** The rate of growth credited to an Account on the first date of each calendar month which shall be equal to the Moody's Long-Term Corporate Bond Yield Averages for the previous calendar month plus 0.45% (if such index is no longer published, a substantially similar index shall be selected by the Board).
- 1.7 Board** The Board of Directors of the Plan Sponsor identified in Section I of the Adoption Agreement, or similar governing body if such Plan Sponsor has no Board of Directors.
- 1.8 Change in Control Event** A Change in Ownership, Change in Effective Control or Change in Ownership of a Substantial Portion of Assets, as elected by the Plan Sponsor in the Adoption Agreement, of a corporation identified in Section 1.8(e).

(a) *Change in Effective Control of the Corporation*

(i) Notwithstanding that a corporation has not undergone a Change in Ownership, a Change in Effective Control occurs on the date that either:

- (1) any one person or Persons Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Persons Acting as a Group) ownership of stock of the corporation possessing 30 percent or more of the total voting power of the stock of such corporation; or
- (2) a majority of members of the corporation's board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors prior to the date of the appointment or election, provided that for purposes of this Section 1.8(a)(i)(2) the term corporation refers solely to the relevant corporation identified in Section 1.8(e) for which no other corporation is a majority shareholder for purposes of that section.

In the absence of an event described in Section 1.8(a)(i)(a) or Section 1.8(a)(i)(b) a Change in Effective Control will not have occurred.

(ii) A Change in Effective Control may occur in any transaction in which either of the two corporations involved in the transaction has a Change in Ownership or a Change in Ownership of a Substantial Portion of Assets.

(iii) If any one person or Persons Acting as a Group, is considered to effectively control a corporation (within the meaning of this Section 1.8(a)), the acquisition of additional control of the corporation by the same person or Persons Acting as a Group is not considered to cause a Change in Effective Control (or to cause a Change in Ownership within the meaning of Section 1.8(b)).

(b) *Change in the Ownership of the Corporation.* A Change in Ownership occurs on the date that any one person or Persons Acting as a Group, acquires ownership of stock of the corporation that, together with stock held by such person or Persons Acting as a Group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of such corporation.

However, if any one person or Persons Acting as a Group, is considered to own more than 50 percent of the total fair market value or total voting power of the stock of a corporation, the acquisition of additional stock by the same person or Persons Acting as a Group is not considered to cause a Change in Ownership (or to cause a Change in Effective Control). An increase in the percentage of stock owned by any one person or Persons Acting as a Group, as a result of a transaction in which the corporation acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of a Change in Ownership. A Change in Ownership applies only when there is a transfer of stock of a corporation (or issuance of stock of a corporation) and stock in such corporation remains outstanding after the transaction.

(c) Change in the Ownership of a Substantial Portion of a Corporation's Assets

- (i) A Change in Ownership of a Substantial Portion of Assets occurs on the date that any one person or Persons Acting as a Group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Persons Acting as a Group) assets from the corporation that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the corporation immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the corporation, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.
- (ii) There is no Change in Ownership of a Substantial Portion of Assets when there is a transfer to an entity that is controlled by the shareholders of the transferring corporation immediately after the transfer, as provided in this Section 1.8(c)(ii). A transfer of assets by a corporation is not treated as a change in the ownership of such assets if the assets are transferred to:
 - (1) a shareholder of the corporation (immediately before the asset transfer) in exchange for or with respect to its stock;
 - (2) an entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the corporation;

- (3) a person or Persons Acting as a Group, that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding stock of the corporation; or
- (4) an entity, at least 50 percent of the total value or voting power of which is owned, directly or indirectly, by a person described in Section 1.8(c)(ii)(c.).

For purposes of this Section 1.8(c)(ii) and except as otherwise provided, a person's status is determined immediately after the transfer of the assets.

(d) *Persons Acting as a Group*

- (i) With regards to Change in the Ownership, persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.
- (ii) With regards to Change in Effective Control, persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

- (iii) With regards to Change in Ownership of a Substantial Portion of Assets, persons will not be considered to be acting as a group solely because they purchase assets of the same corporation at the same time. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of assets or similar business transaction with the corporation. If a person, including an entity shareholder owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only to the extent of the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.
- (e) To constitute a Change in Control Event as to a Participant, the Change in Control Event must relate to:
- (i) the corporation with respect to which the Participant is an Eligible Individual at the time of the Change in Control Event;
 - (ii) the corporation that is liable for the payment of the Account (or all corporations liable for the payment if more than one corporation is liable) but only if either the Participant's benefits under the Plan are attributable to the performance of services by the Participant for such corporation (or corporations) or there is a bona fide business purpose for such corporation or corporations to be liable for such payment and, in either case, no significant purpose in making such corporation or corporations liable for such payment is the avoidance of Federal income tax; or
 - (iii) a corporation that is a majority shareholder of a corporation identified in Sections 1.8(e)(i) or 1.8(e)(ii), or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified in Section 1.8(e)(i) or Section 1.8(e)(ii). With regard to a relevant corporation, a majority shareholder is a shareholder owning more than 50% of the total fair market value and total voting power of such corporation.
- (f) **Stock Ownership.** For the purposes of this Section 1.8, ownership of stock will be determined by the application of Code §318(a). Stock underlying a vested option is considered owned by the

individual who holds the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). For purposes of the preceding sentence, however, if a vested option is exercisable for stock that is not substantially vested (as defined by Treasury Regulation §§ 1.83-3(b) and (j)), the stock underlying the option is not treated as owned by the individual who holds the option. In addition, mutual and cooperative corporations are treated as having stock for purposes of this Section 1.8(f).

- 1.9 Code** The Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 1.10 Commissions** Shall mean both Investment Commissions and Sales Commissions.
- 1.11 Compensation** Shall mean a Participant's Regular Salary, bonuses, Commissions, Performance-Based Compensation, and director fees, as elected by the Plan Sponsor in the Adoption Agreement.
- 1.12 Compensation Deferral Agreement** The written agreement between an Eligible Individual and the Plan Sponsor to defer receipt by the Eligible Individual of Compensation, which shall be in such form as the Plan Administrator shall determine. Such agreement shall state the deferral amount or percentage of Compensation to be withheld from the Eligible Individual's Compensation and shall state the date on which the agreement is effective, as provided at Section 2.3.
- 1.13 Compensation Deferrals** That portion of a Participant's Compensation which is deferred under the terms of this Plan.
- 1.14 Conflict of Interest Divestiture** Shall have the meaning set forth in Section 6.3.
- 1.15 Corporate Dissolution** A corporate dissolution taxed pursuant to Code §331 or with the approval of a bankruptcy court pursuant to section 503(b)(1)(A) of title 11, United States Code.
- 1.16 De Minimis Distribution** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement.
- 1.17 Distributable Event** The events entitling a Participant or Beneficiary to a payment of benefits under the Plan, which shall be: Separation from Service; death; the occurrence of an Interim Distribution Date; the occurrence of an Unforeseeable Emergency; Plan Termination Following a Change of Control Event, if applicable; Plan Termination Following a Corporate Dissolution; Plan Termination in Connection with Termination of Certain Similar

Arrangements; Conflict of Interest Divestiture; Domestic Relations Order; and Income Inclusion Under Code § 409A.

- 1.18 *Domestic Partner*** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement. The Plan Administrator in its sole discretion shall determine whether an individual meets the requirements of a Domestic Partner and shall have the right to request documentary proof of the existence of a Domestic Partner relationship, which proof may include, but is not limited to, a joint checking account, a joint mortgage or lease, driver's licenses showing the same address, the registration of a domestic partnership or civil union in states that recognize such relationships or such other proof as the Plan Administrator may determine.
- 1.19 *Domestic Relations Order*** Any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant and is made pursuant to a State domestic relations law (including a community property law).
- 1.20 *Effective Date*** The date as of which the Plan becomes effective or is amended, as selected in the Adoption Agreement.
- 1.21 *Eligible Individual*** Any common-law employee, independent contractor or non-employee director who provides services to the Plan Sponsor and is designated by the Plan Sponsor as eligible to participate in the Plan in accordance with Section 2.1. Only those individuals who are part of a select group of management or highly compensated individuals, as determined by the Plan Sponsor in its sole discretion, may be designated as Eligible Individuals under the Plan.
- 1.22 *ERISA*** The Employee Retirement Income Security Act of 1974, as amended. Reference to any section or subsection of ERISA includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 1.23 *Income Inclusion Under Code § 409A*** Shall have the meaning set forth in Section 6.9.
- 1.24 *Interim Distribution Date*** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement.
- 1.25 *Investment Commissions*** The Compensation or the portion of Compensation earned by a Participant that meets the following requirements: (a) a substantial portion of the services provided by the Participant for such Compensation consists of sales of financial products or other direct customer services to an unrelated customer with respect to customer assets or customer asset accounts; (b) the customer retains the right to terminate the customer relationship and may move or liquidate the assets or asset

accounts without undue delay (which may be subject to a reasonable notice period); (c) such Compensation consists of a portion of the value of the overall assets or asset account balance, an amount substantially all of which is calculated by reference to the increase in the value of the overall assets or account balance during a specified period, or both; and (d) the value of the overall assets or account balance and Investment Commission is determined at least annually. For this purpose, a customer is treated as an unrelated customer only if the customer is not related (within the meaning of Code § 409A) to either the Plan Sponsor, any Affiliate or the Participant. Notwithstanding the foregoing, Compensation involving a related customer will be treated as an Investment Commission provided that (x) the Compensation otherwise meets the requirements set forth in this section, (y) substantial sales from which Investment Commissions arise are made, or substantial services from which Investment Commissions arise are provided, to unrelated customers by the Plan Sponsor or an Affiliate and (z) the sales and service arrangement and the commission arrangement with respect to the related customers are bona fide, arise from the Plan Sponsor's or Affiliate's ordinary course of business and are substantially the same, both in terms and in practice, as the terms and practices applicable to unrelated customers (within the meaning of Code § 409A) to which (individually or in the aggregate) substantial sales are made or substantial services provided by the Plan Sponsor or an Affiliate.

- 1.26 *Investment Credits and Debits*** Bookkeeping adjustments to Participants' Accounts to reflect the hypothetical interest, earnings, appreciation, losses and depreciation that would be accrued or realized if assets equal to the value of such Accounts were invested in accordance with such Participants' Benefit Benchmarks.
- 1.27 *Nonqualified Deferred Compensation Plan*** A pension plan, within the meaning of ERISA §201(2), the purpose of which is to permit a select group of management or highly compensated Eligible Individuals to defer receipt of a portion of their Compensation to a future date.
- 1.28 *Participant*** An Eligible Individual who is currently deferring a portion of his or her Compensation under this Plan, or an Eligible Individual or former Eligible Individual who is still entitled to the payment of benefits under the Plan.
- 1.29 *Performance-Based Compensation*** Compensation, the amount of which, or entitlement to which, is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Organizational or individual performance criteria are considered pre-established if established in writing by no later than 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-Based Compensation does not include any amount, or portion of any amount, that will be paid

either regardless of performance or based upon a level of performance that is substantially certain to be met at the time the criteria is established. If payments are based upon the satisfaction of subjective criteria, the subjective performance criteria must be bona fide and relate to the performance of the Participant, a group that includes the Participant or a business unit for which the Participant provides services, and the determination that any subjective performance criteria have been met must not be made by the Participant, a family member of the Participant or a person under the effective control of the Participant or a family member of the Participant or where any amount of the compensation of the person making such determination is effectively controlled in whole or in part by the Participant or family member of the Participant. Compensation determined by reference to the value of the Plan Sponsor or an Affiliate, or the stock of the Plan Sponsor or an Affiliate, shall be Performance Based Compensation only as provided under Code § 409A and the regulations and binding guidance issued thereunder. Performance-Based Compensation shall not include any amounts paid under any long-term incentive plan.

- 1.30 Plan** The Nonqualified Deferred Compensation Plan established by the Plan Sponsor under the terms of this Basic Plan Document and the accompanying Adoption Agreement.
- 1.31 Plan Administrator** The individual(s) or committee appointed by the Board or the Executive Committee of the Board to administer the Plan as provided herein. If no such appointment is made, the highest-ranking officer in the Human Resources department of the Plan sponsor identified in Section I of the Adoption Agreement shall serve as the Plan Administrator. Any individual serving as the Plan Administrator may be removed at any time in the sole discretion of the Board or Executive Committee of the Board. In no event shall a Plan Administrator who is a Participant be permitted to make decisions regarding solely his or her own benefits under this Plan; rather, such decisions shall be made by the other members of any committee appointed to act as the Plan Administrator or, if no such committee has been appointed, the most senior officer of the Plan Sponsor identified in Section I of the Adoption Agreement whose benefits are not at issue in the decision.
- 1.32 Plan Sponsor** The corporation or business entity identified in Section I of the Adoption Agreement, including any successor to such corporation or business that assumes the obligations of such corporation or business. The term Plan Sponsor shall also include, where appropriate, any entity affiliated with the Plan Sponsor which adopts the Plan with the consent of the Plan Sponsor and is listed on Exhibit A attached to the Adoption Agreement. Only the Plan Sponsor identified in Section I of the Adoption Agreement shall have the power to amend this Plan, appoint the Plan Administrator, or exercise any of the powers described in Section 8.3 hereof.

- 1.33 *Plan Termination Following a Change in Control Event*** Shall have the meaning set forth in Section 10.3.
- 1.34 *Plan Termination Following a Corporate Dissolution*** Shall have the meaning set forth in Section 10.4.
- 1.35 *Plan Termination in Connection with Termination of Certain Similar Arrangements*** Shall have the meaning set forth in Section 10.5.
- 1.36 *Regular Salary*** The Participant's gross income paid by the Plan Sponsor during the Taxable Year as reportable on Internal Revenue Service Forms W-2 and 1099, including amounts excludible from gross income that are contributed by the Participant on a pre-tax basis to a salary reduction retirement or welfare plan (including amounts contributed to this Plan), but excluding Commissions, bonuses, Performance-Based Compensation, director fees, or any other irregular payments.
- 1.37 *Sales Commissions*** Compensation earned by a Participant that meets the following requirements: (a) a substantial portion of the services provided by the Participant for the Compensation consists of the direct sale of a product or service to an unrelated customer; (b) the Compensation paid by the Plan Sponsor consists of either a portion of the purchase price for the product or service or an amount substantially all of which is calculated by reference to the volume of sales; and (c) payment of the Compensation is either contingent upon the Plan Sponsor or Affiliate receiving payment from an unrelated customer for the product or services or, if applied consistently to all similarly situated Participants, is contingent upon the closing of the sales transaction and such other requirements as may be specified by the Plan Sponsor or Affiliate before the closing of the sales transaction. For this purpose, a customer will be treated as an unrelated customer only if the customer is not related (within the meaning of Code § 409A) to either the Plan Sponsor, any Affiliate or the Participant. Notwithstanding the foregoing, Compensation involving a related customer will be treated will be treated as a Sales Commission provided that (x) the Compensation otherwise meets the requirements set forth in this section, (y) substantial sales from which Sales Commissions arise are made, or substantial services from which Sales Commissions arise are provided, to unrelated customers by the Plan Sponsor or an Affiliate and (z) the sales and service arrangement and the commission arrangement with respect to the related customers are bona fide, arise from the Plan Sponsor's or Affiliate's ordinary course of business and are substantially the same, both in terms and in practice, as the terms and practices applicable to unrelated customers (within the meaning of Code § 409A) to which (individually or in the aggregate) substantial sales are made or substantial services provided by the Plan Sponsor or an Affiliate.
- 1.38 *Separation from Service*** A Participant shall have a Separation from Service under the circumstances described below.

- (a) **Employees** A Participant who is a common law employee has a Separation from Service if the Participant voluntarily or involuntarily terminates employment with the Plan Sponsor and all Affiliates, for any reason other than death. A termination of employment occurs if the facts and circumstances indicate that the Plan Sponsor and the Participant reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services the Participant will perform after such date (whether as an employee or an independent contractor) will decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for less than 36 months). Notwithstanding the foregoing, the employment relationship is treated as continuing while the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed 6 months, or if longer, so long as the Participant retains the right to reemployment with the Plan Sponsor or an Affiliate under an applicable statute or contract. When a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a period of at least 6 months and such impairment causes the Participant to be unable to perform the duties of his or her position or any substantially similar position, a 29-month period of absence shall be substituted for the 6-month period above.
- (b) **Independent Contractors** A Participant who is an independent contractor shall have a Separation from Service upon the expiration of all contracts under which services are performed for the Plan Sponsor and all Affiliates if the expiration constitute a good faith and complete termination of the contractual relationship. An expiration does not constitute a good faith and complete termination of the contractual relationship if the Plan Sponsor or an Affiliate anticipates a renewal of a contractual relationship or the independent contractor becoming an employee. For this purpose, a Plan Sponsor is considered to anticipate the renewal of the contractual relationship if the Plan Sponsor or an Affiliate intends to contract again for the services provided under the expired contract and the independent contractor has not been eliminated as a possible provider of services under any such new contract. A Plan Sponsor is considered to intend to contract again for the services provided under an expired contract if doing so is conditioned only upon incurring a need for the services, the availability of funds or both.

- (c) **Directors** Except as otherwise provided hereunder, a Participant who is a member of the Board shall be considered to be an Independent Contractor for purposes of determining whether the Participant has had a Separation from Service.
- (d) **Dual Status** If a Participant provides services to the Plan Sponsor and any Affiliates as an employee and as an independent contractor, the Participant must have a Separation from Service with the Plan Sponsor and all Affiliates both as an employee and an independent contractor to have a Separation from Service. Notwithstanding the foregoing, if a Participant provides services to the Plan Sponsor and any Affiliates as an employee and as a director, (1) the services provided as a director are not taken into account in determining whether the Participant has a Separation from Service as an employee under the Plan if the Participant participates in the Plan as an employee, provided the Participant does not participate in any other nonqualified deferred compensation plan as a director that is aggregated with the Plan under Code §409A, and (2) the services provided as an employee are not taken into account in determining whether the Participant has a Separation from Service as a director under the Plan if the Participant participates in the Plan as a director, provided the Participant does not participate in any other nonqualified deferred compensation plan as an employee that is aggregated with the Plan under Code §409A.

1.39 Specified Employee A key employee (as defined in Code § 416(i) without regard to paragraph (5) thereof) of a Plan Sponsor or its Affiliates, any stock of which is publicly traded on an established securities market or otherwise. A Participant is a key employee if the Participant meets the requirements of Code §416(i)(1)(A)(i), (ii) or (iii) (applied in accordance with the regulations thereunder and disregarding Code §416(i)(5)) at any time during the 12-month period ending each December 31. If a Participant is a key employee at any time during the 12-month period ending on such December 31, the Participant is treated as a Specified Employee for the 12-month period beginning on the following April 1. Whether any stock of a Plan Sponsor or its Affiliates is publicly traded on an established securities market or otherwise must be determined as of the date of the Participant's Separation from Service. Compensation that is excludable from an employee's gross income on account of the location of the services or the location of the employer that is not effectively connected with the conduct of a trade or business within the United States shall not be treated as compensation for purposes of determining the identity of a key employee under this Section.

1.40 Spouse The individual to whom a Participant is married, or was married in the case of a deceased Participant who was married at the time of his or her death.

- 1.41 Taxable Year** The 12-consecutive-month period beginning each January 1 and ending each December 31.
- 1.42 Trust** The agreement, if any, between the Plan Sponsor and the Trustee under which assets may be delivered by the Plan Sponsor to the Trustee to offset liabilities assumed by the Plan Sponsor under the Plan. Any assets held under the terms of the Trust shall be the exclusive property of the Plan Sponsor and shall be subject to the creditor claims of the Plan Sponsor with respect to whom such Trust has been established. Participants shall have no right, secured or unsecured, to any assets held under the terms of the Trust.
- 1.43 Trustee** The institution named by the Plan Sponsor in the Trust agreement, if any, and any corporation which succeeds the Trustee by merger or by acquisition of assets or operation of law.
- 1.44 Unforeseeable Emergency** A severe financial hardship to the Participant resulting from an illness or accident of the Participant or the Participant's Spouse, Beneficiary or dependent (as defined in Code §152 without regard to §§ 152(b)(1), (b)(2) and (d)(1)(B)), loss of the Participant's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.
- 1.45 Valuation Date** The date on which Participant Accounts under the Plan are valued. The Valuation Date shall be the last day of each calendar month.
- 1.46 Without Good Cause** A Participant's involuntary Separation from Service shall be without good cause if it occurs for reasons other than the Participant's commission of a crime involving dishonesty or moral turpitude (*e.g.*, fraud, theft, embezzlement, deception, *etc.*); misconduct, including but not limited to insubordinate behavior, by the Participant in the performance of his or her job duties and responsibilities; any conduct by the Participant of a nature which reflects negatively upon the Plan Sponsor or any Affiliate or which would prevent the Participant from being able to adequately perform his or her job duties and responsibilities (*e.g.*, malicious, willful and wanton, or negligent conduct, *etc.*); the Participant's failure to adequately perform his/her duties and responsibilities as such duties and responsibilities are, from time to time in the Plan Sponsor's absolute discretion, determined; and the Participant's breach of any of the Plan Sponsor's established operating policies and procedures.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

- 2.1 Eligibility** The Plan Sponsor will designate in the Adoption Agreement those persons who shall be considered Eligible Individuals under the Plan.

2.2 Participation The Plan Administrator shall provide written notification to each Eligible Individual of his or her eligibility to participate in the Plan.

2.3 Compensation Deferral Agreement In order to defer Compensation under the Plan for a given Taxable Year, an Eligible Individual must enter into a Compensation Deferral Agreement with the Plan Sponsor authorizing the deferral of all or part of the Participant's Compensation for such Taxable Year. The Compensation Deferral Agreement shall also specify the method of payment for benefits under the Plan and any Interim Distribution Date that shall apply with respect to amounts credited to the Participant's Account for such Taxable Year.

Upon receipt of a properly completed and executed Compensation Deferral Agreement, the Plan Administrator shall notify the Plan Sponsor to withhold that portion of the Participant's Compensation specified in the Agreement. In no event will the Participant be permitted to defer more or less than the amount(s) specified by the Plan Sponsor in the Adoption Agreement.

The Compensation Deferral Agreement shall remain in effect for the duration of the period to which it relates.

Except as provided below, a Compensation Deferral Agreement must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which services are performed for the Compensation deferred and shall be irrevocable except as otherwise provided hereunder.

- (a) **Initial Eligibility** If the Plan is established on a date other than the first day of a Taxable Year, or if an individual becomes an Eligible Individual on a date other than the first day of a Taxable Year and such individual has not at any time been eligible to participate in the Plan or any Aggregated Plan, the Compensation Deferral Agreement may be completed and returned to the Plan Sponsor within 30 days after the Effective Date or within 30 days of the Eligible Individual's initial eligibility date. In no event shall a Participant be permitted to defer Compensation with respect to services performed before the date on which the Compensation Deferral Agreement is signed by the Participant and accepted by the Plan Administrator.
- (b) **Former Participants With No Account Balance** If an Eligible Individual who is a former Participant has been paid all amounts deferred under the Plan and any Aggregated Plan and, on and before the date of the last payment, is not eligible to continue (or elect to continue) to participate in the Plan or any Aggregated Plan for periods after the last payment (other than through an election of a different time and form of payment with respect to the amounts paid), the Eligible Individual may be treated as initially eligible to participate in the Plan pursuant to subsection (a) above as of the

first date following such last payment that the Eligible Individual again becomes eligible to participate in the Plan.

- (c) **Participants Ineligible for Two Years** If an Eligible Individual who is a Participant or former Participant ceases being eligible to participate in the Plan and any Aggregated Plan, regardless of whether all amounts deferred under such plans have been paid, and subsequently becomes eligible to participate in the Plan again, the Eligible Individual may be treated as being initially eligible to participate in the Plan pursuant to subsection (a) above if the Eligible Individual has not been eligible to participate in the Plan or an Aggregated Plan (other than through the accrual of earnings) at any time during the twenty-four (24) month period ending on the date the Eligible Individual again becomes eligible to participate in the Plan.
- (d) **Performance-Based Compensation** A Compensation Deferral Agreement with respect to Performance-Based Compensation may be completed and returned to the Plan Sponsor no later than the date that is six months before the end of the performance period to which the Performance-Based Compensation relates, provided the Participant performs services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, and further provided that in no event may an election to defer Performance-Based Compensation be made with respect to Compensation that has become readily ascertainable.
- (e) **Sales Commissions** Compensation Deferral Agreements made with respect to Sales Commissions must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which the customer remits payment to the Plan Sponsor or Affiliate for which the Sales Commission is paid or, if applied consistently to all similarly situated Participants, the Taxable Year in which the sale occurs.
- (f) **Investment Commissions** Compensation Deferral Agreements made with respect to Investment Commissions must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which falls the date that is twelve (12) months before the date as of which the overall value of the assets or asset accounts is determined for purposes of calculating the Investment Commission.

2.4 *Subsequent Changes in Form of Payment* A Participant may elect to change the form of payment of amounts distributable upon a Separation from Service or death, provided, however, that any such election shall be effective only if:

- (a) the election does not accelerate the time or schedule of any payment within the meaning of Code § 409A;
- (b) the election does not take effect until at least twelve 12 months after the date on which the election is made; and
- (c) except in the case of a payment to be made following death, the first payment with respect to which such election is made is deferred for a period of 5 years from the date such payment would otherwise have been made.

The Plan Administrator shall have sole and absolute discretion to decide whether such a request shall be approved but may approve no more than one such request for any Participant with respect to Compensation Deferrals and Matching and Discretionary Credits with respect to a Taxable Year.

2.5 *Matching Credits and Discretionary Credits* The Plan Sponsor may adjust the Account of a Participant with matching or discretionary credits. The amount of the Discretionary Credits and/or Matching Credits and the formula(s) for allocating such credits will be selected by the Plan Sponsor in the Adoption Agreement.

2.6 *Establishing a Reserve for Plan Liabilities* The Plan Sponsor may, but is not required to, establish one or more Trusts to which the Plan Sponsor may transfer such assets as the Plan Sponsor determines in its sole discretion to assist in meeting its obligations under the Plan. Any such assets shall be the property of the Plan Sponsor and remain subject to the claims of the Plan Sponsor's creditors, to the extent provided under any Trust established with respect to such Plan Sponsor. The Trustee shall have no duty to determine whether the amounts forwarded by the Plan Sponsor are the correct amount or that they have been transmitted in a timely manner.

ARTICLE III

PARTICIPANT ACCOUNTS AND REPORTS

3.1 *Establishment of Accounts* The Plan Administrator shall establish and maintain individual recordkeeping accounts and subaccounts, as applicable, on behalf of each Participant for purposes of determining each Participant's benefits under the Plan. A Participant's Account does not represent the Participant's ownership of, or any ownership interest in, any assets which may be set aside to satisfy the Plan Sponsor's obligations under the Plan.

3.2 Account Maintenance As of each Valuation Date, the Plan Administrator shall credit each Participant's Account with the following:

- (a) An amount equal to any Compensation Deferrals made by the Participant since the last Valuation Date;
- (b) An amount equal to any Matching Credits or Discretionary Credits, and any forfeitures, if applicable, since the last Valuation Date; and
- (c) An amount equal to deemed Investment Credits under Section 3.3 below since the last Valuation Date.

As of each Valuation Date, the Plan Administrator shall debit each Participant's Account with the following:

- (d) An amount equal to any distributions to be made from the Plan to the Participant or Beneficiary, as described below, not previously debited from the Participant's Account; and
- (e) An amount equal to deemed Investment Debits under Section 3.3 below since the last Valuation Date; and
- (f) An amount equal to any forfeitures incurred by the Participant since the last Valuation Date.

The amount of any lump sum payment to be made to a Participant or Beneficiary under the Plan will be debited from the Participant's Account as of the last Valuation Date of the month preceding the month as of which the payment will be made.

3.3 Investment Credits and Debits The Accounts of Participants shall be adjusted for Investment Credits and Debits in accordance with this Section 3.3.

Each Participant's Compensation Deferrals, Matching Credits and Discretionary Credits shall be credited with earnings at the Benefit Benchmark rate, provided, however, that if a Participant's Account is paid in the form of installments, earnings on the Account for all periods after the first installment payment shall be credited at the average of the Benefit Benchmark rates on the account over the 36 months immediately preceding the commencement of benefit payment.. As of each Valuation Date, the Plan Administrator shall adjust the Account of each Participant for earnings with respect to the then balance of the Participant's Account.

Notwithstanding the Benefit Benchmark established under the Plan, the Plan Sponsor shall be under no obligation to actually invest any amounts to achieve such Benefit Benchmark, and such Benefit Benchmark shall be used solely to determine the amounts by which the Participant's Account shall be adjusted under this Article III.

3.4 Participant Statements The Plan Administrator shall provide each Participant with a statement showing the credits and debits from his or her Account during the period from the last statement date. Such statement shall be provided to Participants as soon as administratively feasible following the end of each Taxable Year and on such other dates as agreed to by the Plan Sponsor and the party maintaining Participant records.

ARTICLE IV

WITHHOLDING OF TAXES

4.1 Withholding from Compensation For any Taxable Year in which Compensation Deferrals, Matching Credits and/or Discretionary Credits are made to or vested within the Plan (as applicable), the Plan Sponsor shall withhold the Participant's share of income, FICA and other employment taxes from the portion of the Participant's Compensation not deferred. If deemed appropriate by the Plan Sponsor, all or any portion of a benefit under the Plan may be distributed in certain instances where necessary to facilitate compliance with applicable withholding requirements to the extent such distribution would not result in adverse tax consequences under Code § 409A. The amount of any such distribution shall not exceed the amount necessary to comply with applicable withholding requirements.

4.2 Withholding from Benefit Distributions The Plan Sponsor (or the Trustee of the Trust, as applicable) shall withhold from any payments made to a Participant under this Plan all federal, state and local income, employment and other taxes required to be withheld by the Plan Sponsor, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Plan Sponsor.

ARTICLE V

VESTING

5.1 Vesting A Participant shall be immediately vested in (*i.e.*, shall have a non-forfeitable right to) all Compensation Deferrals credited to his or her Account, including any Investment Credits or Debits associated therewith. The Plan Sponsor shall specify in the Adoption Agreement the vesting provisions applicable to any Discretionary Credits or Matching Credits allocated to the Accounts of Participants. Upon a Distributable Event, except as otherwise provided under the Plan, any amount of the benefit payment credited to the Account of the Participant that is not vested shall be forfeited. Forfeitures incurred by a Participant shall reduce the amounts credited to a Participant's Account, but shall not be reallocated to the Accounts of other Participants unless otherwise specified in the Adoption Agreement. A distribution for a Domestic Relations Order Payment under Section 6.6 shall be made from the Account of the Participant only to the extent it is vested.

ARTICLE VI

PAYMENTS

- 6.1 *Benefits*** Except as otherwise provided under the Plan, a Participant's or Beneficiary's benefit payable under the Plan shall be based on the value of the Participant's vested Account as of the last Valuation Date of the month preceding the month in which the benefit is paid or commences. If applicable, installment payments paid in the year of a Participant's Distributable Event shall be based on the value of the Participant's vested Account, measured on the last Valuation Date of the month preceding the month in which the installment payments commence (or would have commenced if the Participant had not been a Specified Employee), and shall be equal to $1/n$ (where 'n' is equal to the total number of monthly benefit payments not yet distributed). Subsequent installment payments shall be computed in a consistent manner except that the amount of installment payments in any year following the year in which installment payments commence will be based on the value of the Participant's Account as of the last Valuation Date of the preceding year. For purposes of Code § 409A, installment payments shall be treated as a single payment. Notwithstanding a Participant's election regarding the form of any payment, the Plan Sponsor shall make a De Minimis Distribution, as elected by the Plan Sponsor in the Adoption Agreement, and pay the Participant's or Beneficiary's benefit in a single lump-sum payment. In no event, will a Participant's right to a benefit under this Plan give such Participant a secured right or claim on any assets set aside by the Plan Sponsor to meet its obligations under the Plan. All payments from the Plan shall be subject to applicable tax withholding and shall commence (or be fully paid, in the event a lump sum form of distribution was selected) no later than ninety (90) days after the occurrence of the Distributable Event, except as otherwise provided herein.
- 6.2 *Separation from Service Payment*** In the event of a Participant's Separation from Service, the Participant's vested Account shall be paid in the form of a cash lump sum or, if elected by the Participant, in monthly cash payments (over a period of three (3), five (5), then (10), or fifteen (15) years). Election of the form of the Separation from Service Payment must be provided to the Plan Administrator at the time the Participant first enters into a Compensation Deferral Agreement. A Participant shall be permitted to elect different forms of payment for a Separation from Service that occurs before the Participant attains age 55 and a Separation from Service that occurs after the Participant attains age 55.

Notwithstanding a Participant's election regarding the form of the Separation from Service Payment, the Plan Sponsor shall make a De Minimis Distribution, as elected by the Plan Sponsor in the Adoption Agreement, and pay the Participant's or Beneficiary's benefit in a single lump-sum payment.

Notwithstanding the foregoing, a distribution resulting from a Separation from Service by a Participant who is a Specified Employee on the date of Separation from Service shall be made within the ninety (90) days following the date that is 6 months after the Separation from Service or, if earlier, within the ninety (90) days following the death of the Specified Employee. The first payment made following the 6-month period described in the preceding sentence shall include all payments that otherwise would have been made after Separation from Service but for the delay required by this paragraph.

6.3 Conflict of Interest Divestiture The Plan Administrator shall pay to a Participant all or a portion of the Participant's vested Account to the extent

- (a) necessary for any Participant who is Federal officer or employee in the executive branch to comply with an ethics agreement with the Federal government; or
- (b) reasonably necessary to avoid the violation of an applicable Federal, state or local ethics or conflicts of interest law (including when such payment is reasonably necessary to permit the Participant to participate in activities in the normal course of his or her position in which the Participant would not otherwise be able to participate under an applicable rule).

The Plan Administrator shall have complete discretion to determine whether the Participant's circumstances meet the requirements for a Conflict of Interest Divestiture and the amount of any distribution. A distribution under this Section shall be made at such time and in such form otherwise available under the Plan as shall be necessary to comply with an applicable ethics agreement or to avoid the violation of an applicable ethics or conflict of interest law.

6.4 Death Benefit In the event of the Participant's death, the Participant's vested Account as of the date of death shall be paid to the Participant's Beneficiary (or, if applicable, in accordance with Section 6.10). The amounts deferred by a Participant for any Taxable Year shall be paid pursuant to this Section in the form of a cash lump sum or, if elected by the Participant, in annual cash installments over the period elected by the Participant in the Compensation Deferral Agreement for such Taxable Year, or as changed pursuant to Section 2.4.

6.5 Domestic Relations Order Payment If it is necessary to comply with a Domestic Relations Order, whether before or after the Participant has otherwise incurred a Distributable Event or commenced receiving payments from the Plan, the Plan Administrator, shall pay to the Spouse, former Spouse, child, or other dependent of the Participant, as specified in the Domestic Relations Order, the amount from the Participant's vested Account required to comply with the Domestic Relations Order. The Plan

Administrator shall have complete discretion to determine whether the circumstances of the Participant meet the requirements for a Domestic Relations Order Payment under this Section. If the request for a payment due to a Domestic Relations Order is approved, the distribution shall be made at such time and in such form of payment otherwise available under the Plan as shall be necessary to comply with the Domestic Relations Order.

6.6 *Unforeseeable Emergency Distribution* If a Participant has an Unforeseeable Emergency, as defined herein, the Plan Administrator may pay to the Participant that portion of his or her vested Account which the Plan Administrator determines is reasonably necessary to satisfy the emergency. The amounts distributed to the Participant as a result of an Unforeseeable Emergency may not exceed the amounts reasonably necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by cancellation of Compensation Deferrals pursuant to Section 7.1. A Participant requesting an Unforeseeable Emergency Distribution shall apply for the payment in writing on a form approved by the Plan Administrator and shall provide such additional information as the Plan Administrator may require. The Plan Administrator shall have complete discretion to determine whether the financial hardship of the Participant constitutes an Unforeseeable Emergency under the Plan. If, subject to the sole discretion of the Plan Administrator, the request for a withdrawal is approved, the distribution shall be made within ninety (90) days after the date of approval by the Plan Administrator.

6.7 *Election to Receive Interim Distributions* A Participant may make an election, at the time he or she files a Compensation Deferral Agreement for a given Taxable Year, to have those Compensation Deferrals to which the agreement relates paid to him or her at an Interim Distribution Date designated by the Participant. Such Compensation Deferrals, adjusted to reflect Investment Credits and Debits, shall be payable in a single cash lump sum payment within ninety (90) days after an applicable Interim Distribution Date. The Participant's selection of an Interim Distribution Date is irrevocable, except as provided in Section 2.4, and must comply with the definition of Interim Distribution Date under Section 1.24. Notwithstanding a Participant's advance election to designate Interim Distribution Dates, the amounts which would otherwise be subject to such Interim Distribution Dates shall be distributable upon a Distributable Event pursuant to the Plan, if such Distributable Event occurs prior to an applicable Interim Distribution Date. Matching Credits and Discretionary Credits shall not be payable at an Interim Distribution Date.

6.8 Payment upon Income Inclusion Under § 409A If the Plan Administrator determines at any time that the Plan fails to meet the requirements of Code § 409A with respect to a Participant, the Plan Administrator shall pay to the Participant the amount credited to the Participant's vested Account that is required to be included in income as a result of such failure.

6.9 Permissible Delay in Payments A payment may be delayed beyond the distribution date otherwise provided for under the Plan in one or more of the circumstances below, if the Plan Sponsor so elects in the Adoption Agreement.

- (a) **Payments Subject to Code § 162(m)** A payment, including any portion thereof, will be delayed when the Plan Sponsor reasonably anticipates that its deduction with respect to such payment otherwise would be eliminated by application of Code § 162(m), provided that the payment is made either during the Participant's first Taxable Year in which the Plan Sponsor reasonably anticipates (or should reasonably anticipate) that if the payment is made during such year the deduction of such payment will not be barred by Code § 162(m) or during the period beginning with the date of the Participant's Separation from Service and ending on the later of the last day of the Plan Sponsor's taxable year in which the Participant has a Separation from Service or the 15th day of the third month following the Participant's Separation from Service, and provided further that when any scheduled payment to a Participant in the Plan Sponsor's taxable year is delayed in accordance with this Section, all scheduled payments to such Participant that could be delayed in accordance with this Section are also delayed. When a payment is delayed to a date on or after the Participant's Separation from Service, the payment shall be treated as a payment upon a Separation from Service and, in the case of a Specified Employee, the date that is 6 months after a Participant's Separation from Service is substituted for any reference to a Participant's Separation from Service in the foregoing provisions of this Section.
- (b) **Violation of Federal Securities Laws or Other Applicable Law** A payment will be delayed when the Plan Sponsor reasonably anticipates that the making of the payment will violate Federal securities laws or other applicable law, provided that the payment will be made at the earliest date at which the Plan Sponsor reasonably anticipates that the making of the payment will not cause such violation. The making of a payment that would cause inclusion in gross income or the application of any penalty provision or other provision of the Code is not treated as a violation of applicable law.

6.10 Beneficiary Designation A Participant shall have the right to designate a Beneficiary and to amend or revoke such designation at any time in writing. Such designation, amendment or revocation shall be effective upon receipt by the Plan Administrator. If the Beneficiary is a minor or incompetent, benefits may be paid to a legal guardian, trustee, or other proper representative of the Beneficiary, and such payment shall completely discharge the Plan Sponsor and the Plan of all further obligations hereunder.

If no Beneficiary designation is made, or if the Beneficiary designation is held invalid, or if no Beneficiary survives the Participant and benefits are determined to be payable following the Participant's death, the Plan Administrator shall direct that payment of benefits be made to the person or persons in the first of the below categories in which there is a survivor. The categories of successor beneficiaries, in order, are as follows:

- (a) Participant's Spouse;
- (b) Participant's Domestic Partner, if elected by the Plan Sponsor in the Adoption Agreement;
- (c) Participant's descendants, *per stirpes* (eligible descendants shall be determined by the intestacy laws of the state in which the decedent was domiciled);
- (d) Participant's parents;
- (e) Participant's brothers and sisters (including step brothers and step sisters); and
- (f) Participant's estate.

6.11 Claims Procedure Any person who claims entitlement to a benefit that has not been timely paid under the terms of the Plan shall submit a claim to the Plan Administrator in writing. The Plan Administrator has complete discretion and authority to interpret and construe any provision of the Plan, and its decisions regarding claims for benefits hereunder are final and binding.

- (a) **Presentation of Claim.** Any Participant, Beneficiary or person claiming benefits under the Plan (such Participant, Beneficiary or other person being referred to below as a "Claimant") may deliver to the Plan Administrator a written claim for a determination with respect to benefits distributable to such Claimant from the Plan. The claim must state with particularity the determination desired by the Claimant.

Any claim by a Participant that a payment made under the Plan is less than the amount to which the Participant is entitled must be made in writing pursuant to the foregoing provisions of this Section

within 180 days after the date of such payment. Notwithstanding any other provision of the Plan, including the provisions of Section 5.1, a Participant shall forfeit all rights to any amounts claimed if the Participant fails to make claim as provided in the preceding sentence.

(b) **Notification of Decision** The Plan Administrator shall consider a Claimant's claim within a reasonable time, and shall notify the Claimant in writing:

- (i) that the Claimant's requested determination has been made, and that the claim has been allowed in full; or
- (ii) that the Plan Administrator has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:
 - (1) the specific reason(s) for the denial of the claim, or any part of it;
 - (2) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;
 - (3) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary;
 - (4) a description of the claim review procedure set forth in Section 6.12(c) below, including information regarding any applicable time limits and a statement regarding the Claimant's right to bring an action under ERISA §502(a) following an adverse determination on review; and
 - (5) if the decision involved the Disability of the Participant, information regarding whether an internal rule or procedure was relied upon in making its decision and that the Claimant can request a copy of such rule or procedure, free of charge, upon request.

The Plan Administrator will notify the Claimant of an adverse decision within ninety (90) days after the date the claim was received, unless the Plan Administrator determines there are special circumstances that require an extension of time in which to make a decision. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the

expiration of the original 90-day period. The notice will include a description of the special circumstances requiring an extension of time and an estimate of the date it expects a decision to be made. The extension shall not exceed an additional 90-day period.

If the adverse decision relates to a claim involving the Disability of the Participant, the Plan Administrator will notify the Claimant of an adverse decision within forty-five (45) days after the date the claim was received, unless the Plan Administrator determines that matters beyond its control require an extension of time in which to make a decision. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 45-day period. The notice will include a description of the circumstances necessitating the extension and an estimate of the date it expects a decision to be made. The extension shall not exceed an additional 30-day period unless, within the 30-day period the Plan Administrator again determines that more time is needed due to matters beyond its control, in which case notice of the need for not more than an additional thirty (30) days is provided to the Claimant before the first 30-day period expires. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made. Any extension notice will include information regarding the standards on which a determination of Disability will be made, the outstanding issues which prevent a decision from being made, and any additional information which is needed in order to reach a decision. The Claimant will have forty-five (45) days to supply any additional information.

If the Plan Administrator notifies the Claimant of the need for an extension of time to make a decision regarding his or her claim in accordance with this Section 6.12(b), and the extension is needed due to the Claimant's failure to provide information necessary to decide the claim, the period of time in which the Plan Administrator must make a decision does not include the time between the date the notice of the extension was sent to the Claimant and the date the Claimant responds to the request for additional information.

- (c) **Review of a Denied Claim** Within sixty (60) days after receiving a notice from the Plan Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Plan Administrator a written request for a review of the denial of the claim. During the 60-day review period, the Claimant (or the Claimant's duly authorized representative):

- (i) may review relevant documents;

- (ii) may submit written comments or other documents relating to the claim;
- (iii) may request access to and copies of all relevant documents, free of charge;
- (iv) may request a hearing, which the Plan Administrator, in its sole discretion, may grant.

The Plan Administrator will consider all documents and other information submitted by the Claimant in reviewing its previous decision, including documents not available to or considered by it during its initial determination.

If the appeal relates to a determination of the Plan Administrator involving the Disability of the Participant, the Claimant will have one-hundred-eighty (180) days following receipt of a denial to file a written request for review. In such event, no deference shall be given to the initial benefit determination, and the review shall be conducted by an appropriate fiduciary who is someone other than the individual who made the initial determination or a subordinate of such individual. If the initial determination was based in whole or in part on a medical judgment, the reviewer shall consult with an appropriately trained and experienced health care professional, and shall disclose the identity of any experts who provided advice with regard to the initial decision. The health care professional whose advice is sought during the appeal process will not be an individual who was consulted during the initial determination, nor a subordinate of such an individual.

- (d) **Decision on Review** The Plan Administrator shall render its decision on review promptly, and not later than sixty (60) days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Plan Administrator's decision must be rendered within one-hundred-twenty (120) days after such date. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 60-day period. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made. Such decision must be written in a manner calculated to be understood by the Claimant, and if the decision on review is adverse it must contain:

- (i) specific reasons for the decision;
- (ii) specific reference(s) to the pertinent Plan provisions upon which the decision was based;

- (iii) a statement that the Claimant may receive, upon request and free of charge, access to and copies of relevant documents and information;
- (iv) a statement describing any voluntary appeal procedures under the Plan and the Claimant's right to bring an action under ERISA §502(a);
- (v) if the decision involved the Disability of the Participant, information regarding whether an internal rule or procedure was relied upon in making its decision and that the Claimant can request a copy of such rule or procedure, free of charge, upon request;
- (vi) if the decision involved the Disability of the Participant, a statement that the Claimant and the Plan may have other voluntary alternative dispute resolution options, such as mediation, and that the Claimant may find out what options are available by contacting the local U.S. Department of Labor Office and the state insurance regulatory agency; and
- (vii) such other matters as the Plan Administrator deems relevant.

If the appeal involves the Disability of the Participant, the decision of the Plan Administrator will be made within forty-five (45) days after the filing of the written request for review, unless special circumstances require additional time, in which case the Plan Administrator's decision will be made within ninety (90) days after the date the request was filed. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 45-day period. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made.

If the Plan Administrator notifies the Claimant of the need for an extension of time to make a decision regarding his or her appeal in accordance with this Section 6.12(d), and the extension is needed due to the Claimant's failure to provide information necessary to decide the appeal, the period of time in which the Plan Administrator must make a decision does not include the time between the date the notice of the extension was sent to the Claimant and the date the Claimant responds to the request for additional information.

- (e) ***Disputed Payments under Code § 409A*** If the Plan Sponsor or any Affiliate fails to make a payment, in whole or in part, that is payable as of a date specified under the terms of the Plan, the

payment will be treated as made upon the date specified under the Plan for purposes of Code § 409A if the Claimant accepts the portion (if any) of the payment that the Plan Sponsor or Affiliate is willing to make (unless such acceptance will result in a relinquishment of the claim to all or part of the remaining amounts), makes prompt and reasonable good faith efforts to collect the remaining portion of the payment, and any further payment (including payment of a lesser amount that satisfies the obligation to make the payment) is made no later than the end of the first calendar year in which the Claimant and the Plan Sponsor or Affiliate enter into a legally binding settlement of such dispute, the Plan Sponsor or Affiliate concedes the amount is payable or the Plan Sponsor or Affiliate is required to make such payment pursuant to a final, binding and nonappealable judgment or other binding decision. For purposes of this Section, efforts to collect a payment will be presumed not to be prompt, reasonable, good faith efforts unless the Claimant provides notice to the Plan Administrator within 90 days of the latest date upon which a payment could have been timely made in accordance with the terms of the Plan and unless, if not paid, the claimant takes further enforcement measures within 180 days after such latest date.

ARTICLE VII

CANCELLATION OF DEFERRALS

7.1 *Unforeseeable Emergency* If a Participant has an Unforeseeable Emergency, as defined herein, the Plan Administrator may cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made pursuant to the Participant's current Compensation Deferral Agreement if reasonably necessary to satisfy the Participant's financial hardship subject to the standards and requirements for an Unforeseeable Emergency Distribution set forth in Section 6.7. If a Participant receives a hardship distribution from a qualified plan of the Plan Sponsor pursuant to Code § 401(k)(2)(B)(IV), the Plan Administrator shall cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made pursuant to the Participant's current Compensation Deferral Agreement, and the Participant will be prohibited from making Compensation Deferrals under the Plan for at least six (6) months after receipt of the hardship distribution or such longer period as may be prescribed by the qualified plan. The Participant's eligibility for Employer Matching Credits and/or Employer Discretionary Credits shall be similarly canceled, and the Participant shall be eligible to defer Compensation again at a later time only as provided under Article II.

7.2 Disability The Plan Administrator may cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made pursuant to a Participant's current Compensation Deferral Agreement if the Participant becomes disabled. For purposes of this Section, a Participant becomes disabled if the Participant has a medically determinable physical or mental impairment that causes him to be unable to perform the duties of his position or any substantially similar position and such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months. Such cancellation must be made, if at all, by the end of the Taxable Year in which (or, if later, by the fifteenth day of the third month after) the Participant becomes disabled. The Participant shall be eligible to defer Compensation again at a later time only as provided under Article II.

ARTICLE VIII

PLAN ADMINISTRATION

8.1 Appointment The Plan Administrator shall serve at the pleasure of the Board and the Executive Committee of the Board, which shall have the right to remove the Plan Administrator at any time. The Plan Administrator shall have the right to resign upon thirty (30) days' written notice to the Board or the Executive Committee of the Board.

8.2 Duties of Plan Administrator The Plan Administrator shall be responsible to perform all administrative functions of the Plan. These duties include but are not limited to:

- (a) Communicating with Participants in connection with their rights and benefits under the Plan;
- (b) Reviewing Benefit Benchmark elections received from Participants;
- (c) Arranging for the payment of taxes (including income tax withholding), expenses and benefit payments to Participants under the Plan;
- (d) Filing any returns and reports due with respect to the Plan;
- (e) Interpreting and construing Plan provisions and settling claims for Plan benefits;
- (f) Serving as the Plan's designated representative for the service of notices, reports or claims (other than service of legal process);
- (g) Employing any agents such as accountants, auditors, attorneys, actuaries or other professionals as it deems necessary in the performance of its duties.

8.3 Plan Sponsor The Plan Sponsor has sole responsibility for the establishment and maintenance of the Plan. The Plan Sponsor through its Board or the Executive Committee of the Board shall have the power and authority to appoint and remove the Plan Administrator and Trustee. The Plan Sponsor may delegate any of its powers to the Plan Administrator, Board member or a committee of the Board.

8.4 Plan Administration and Interpretation The Plan Administrator shall have complete discretionary control and authority to determine the rights and benefits and all claims, demands and actions arising out of the provisions of the Plan or any Participant, Beneficiary, deceased Participant, or other person having or claiming to have any interest under the Plan. The Plan Administrator shall have complete discretion to interpret the Plan and to decide all matters under the Plan. Such interpretation and decision shall be final, conclusive, and binding on all Participants and any person claiming under or through any Participant. Any individual serving as Plan Administrator who is a Participant will not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Plan Administrator shall be entitled to rely on information furnished by a Participant, a Beneficiary, the Plan Sponsor, or other party. The Plan Administrator shall have the responsibility for complying with any reporting and disclosure requirements of ERISA. All reasonable costs, charges and expenses incurred by the Plan Administrator or the Trustee in connection with the administration of the Plan or the Trust shall be paid by the Plan Sponsor. If not so paid, such costs, charges and expenses shall be charged to the Trust, if any, established in connection with the Plan. The Trustee shall be specifically authorized to charge its fees and expenses directly to the Trust. If the Trust has insufficient liquid assets to cover the applicable fees, the Trustee shall have the right to liquidate assets held in the Trust to pay any fees or expenses due. Notwithstanding the foregoing, no Compensation other than reimbursement for expenses shall be paid to a Plan Administrator who is an employee of the Plan Sponsor.

8.5 Powers, Duties, Procedures The Plan Administrator shall have such powers and duties, may adopt such rules, may act in accordance with such procedures, may appoint such officers or agents, may delegate such powers and duties, may receive such reimbursement and compensation, and shall follow such claims and appeal procedures with respect to the Plan as it may establish, each consistently with the terms of the Plan.

8.6 Information To enable the Plan Administrator to perform its functions, the Plan Sponsor shall supply full and timely information to the Plan Administrator on all matters relating to the Compensation of Participants, their employment, retirement, death, Separation from Service, and such other pertinent facts as the Plan Administrator may require.

8.7 Indemnification of Plan Administrator The Plan Sponsor agrees to indemnify and to defend to the fullest extent permitted by law any officer(s), employee(s) or Board members who serve as Plan Administrator (including any such individual who formerly served as Plan Administrator) all liabilities, damages, costs and expenses (including reasonable attorneys' fees and amounts paid in settlement of any claims approved by the Plan Sponsor) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE IX

TRUST FUND

9.1 Trust The Plan Sponsor may establish a Trust for the purpose of accumulating assets which may, but need not be used, by the Plan Sponsor to satisfy some or all of its financial obligations to provide benefits to Participants under this Plan. Any trust created under this Section 9.1 shall be domiciled in the United States of America, and no assets of the Plan shall be held or transferred outside the United States. All assets held in the Trust shall remain the exclusive property of the Plan Sponsor and shall be available to pay creditor claims of the Plan Sponsor in the event of insolvency, to the extent provided under any Trust established with respect to such Plan Sponsor. The assets held in Trust shall be administered in accordance with the terms of the separate Trust Agreement between the Trustee and the Plan Sponsor.

9.2 Unfunded Plan In no event will the assets accumulated by the Plan Sponsor in the Trust be construed as creating a funded Plan under the applicable provisions of ERISA or the Code, or under the provisions of any other applicable statute or regulation. Any funds set aside by the Plan Sponsor in Trust shall be administered in accordance with the terms of the Trust.

9.3 Assignment and Alienation No Participant or Beneficiary of a deceased Participant shall have the right to anticipate, assign, transfer, sell, mortgage, pledge or hypothecate any benefit under this Plan. The Plan Administrator shall not recognize any attempt by a third party to attach, garnish or levy upon any benefit under the Plan except as may be required by law.

ARTICLE X

AMENDMENT AND PLAN TERMINATION

10.1 Amendment The Plan Sponsor identified in Section I of the Adoption Agreement, through its Board or the Executive Committee of the Board, shall have the right to amend this Plan without the consent of any Participant or Beneficiary hereunder, provided that no such amendment shall have the effect of reducing any of the vested benefits to which a Participant or Beneficiary has accrued a right as of the effective date of the amendment,

and no amendment shall reduce the rate of earnings under the Benefit Benchmark with respect to amounts credited to a Participant's Account as of the end of the year in which the amendment is adopted or effective, whichever is later. Notwithstanding the foregoing, the Plan Sponsor identified in Section I of the Adoption Agreement shall have the right to amend this Plan in any manner whatsoever without the consent of any Participant or Beneficiary to comply with or avoid the application of the requirements of Code §409A and any binding guidance thereunder to avoid adverse tax consequences or to preserve the favorable tax treatment of benefits paid or payable under the Plan even if such amendment has the affect of reducing a vested benefit or existing right of a Participant or Beneficiary hereunder.

10.2 Plan Termination The Plan Sponsor identified in Section I of the Adoption Agreement, through its Board or the Executive Committee of the Board, may terminate or discontinue the Plan in whole or in part at any time. No further Discretionary Credits or Matching Credits shall be made following Plan Termination, and no further Compensation Deferrals shall be permitted after the Taxable Year in which the Plan Termination occurs, except that the Plan Sponsor shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as of the effective date of termination (following any adjustments to such Accounts in accordance with Article III hereof). If the Plan is terminated in accordance with this Section 10.2, the Plan Administrator shall make distribution of the Participant's vested benefit upon the occurrence of a Distributable Event with respect to a Participant. A Participant's vested benefit shall be adjusted to reflect Investment Credits and Debits for all Valuation Dates between Plan Termination and the occurrence of a Participant's Distributable Event.

10.3 Plan Termination Following a Change in Control Event If, as elected by the Plan Sponsor in the Adoption Agreement:

- (a) a Change in Control Event constitutes a Plan Termination; or
- (b) within the 30 days preceding or the 12 months following a Change in Control Event, the Plan Sponsor takes irrevocable action to terminate the Plan,

the Plan will be terminated and liquidated with respect to the Participants of each corporation that experienced the Change in Control Event. The Plan will be terminated under this Section 10.3 only if all other arrangements sponsored by the Plan Sponsor experiencing the Change in Control Event that would be aggregated with the Plan as a single plan under Code § 409A are also terminated, so all participants under such aggregated arrangements are required to receive all amounts of compensation deferred under the terminated arrangements within 12 months after the date the Plan Sponsor takes all necessary action to

terminate the Plan and the other arrangements. For purposes of this Section 10.3, when the Change of Control Event results from an asset purchase transaction, the applicable Plan Sponsor with the discretion to terminate the Plan and the other arrangements is the Plan Sponsor that is primarily liable immediately after the transaction for the payment of deferred compensation. Upon a Plan Termination Following a Change in Control Event, no further Compensation Deferrals or Employer Discretionary Credits or Employer Matching Credits shall be made, and the Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as soon as practicable following date on which the Plan Sponsor irrevocably takes all necessary action to terminate the Plan (following any final adjustments to such Accounts in accordance with Article III hereof), but not later than 12 months following such date.

10.4 Plan Termination Following a Corporate Dissolution The Plan Sponsor, through its Board or the Executive Committee of the Board, in its discretion may terminate and liquidate the Plan and make the payments provided below within 12 months after a Corporate Dissolution provided that the value of the Participants' vested benefits is included in the Participants' gross incomes in the latest of the following years (or, if earlier, the year in which the amount is actually or constructively received):

- (a) the calendar year in which the Plan Termination occurs;
- (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or
- (c) the first calendar year in which the payment is administratively practicable.

Upon a Plan Termination Following a Corporate Dissolution, no further Compensation Deferrals or Employer Discretionary Credits or Employer Matching Credits shall be made, and the Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as of the effective date of termination (following any final adjustments to such Accounts in accordance with Article III hereof).

10.5 Plan Termination in Connection with Termination of Certain Similar Arrangements The Plan Sponsor, through its Board or the Executive Committee of the Board, in its discretion may terminate the Plan and make the distribution provided below provided that

- (a) the termination does not occur proximate to a downturn in the financial health of the Plan Sponsor and its Affiliates;
- (b) the Plan Sponsor terminates all other arrangements that would be aggregated with the Plan as a single plan under Code § 409A if the

same Participant had deferrals of compensation under all of the other arrangements;

- (c) no payments in liquidation of the Plan are made within 12 months after the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan, other than payments that would be payable under the terms of the Plan if action to terminate the Plan had not occurred;
- (d) all payments are made within 24 months after the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan; and
- (e) neither the Plan Sponsor nor any Affiliate adopts a new plan that would be aggregated with any terminated plan or arrangement under the definition of what constitutes a plan for purposes of Code §409A if the same Participant participated in both arrangements, at any time within 3 years following the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan.

Upon a Plan Termination in Connection with the Termination of Certain Similar Arrangements, no further Employer Discretionary Credits or Employer Matching Credits shall be made, and no further Compensation Deferrals shall be made after the Taxable Year in which the Plan Termination in Connection with the Termination of Certain Similar Arrangements occurs. The Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as soon as practicable after distributions are permissible under Code § 409A (following any final adjustments to such Accounts in accordance with Article III hereof).

10.6 Effect of Payment The full payment of the balance of a Participant's vested Account under the provisions of the Plan shall completely discharge all obligations to a Participant and his designated Beneficiaries under this Plan and each of the Participant's Compensation Deferral Agreements shall terminate.

ARTICLE XI

MISCELLANEOUS

11.1 Total Agreement This Plan document and the executed Adoption Agreement, Compensation Deferral Agreement, Beneficiary designation and other administration forms shall constitute the total agreement or contract between the Plan Sponsor and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by a Participant or Beneficiary. The Plan Sponsor or Plan Administrator shall have the right to establish such procedures as are necessary for the administration or operation of the Plan

or Trust, and such procedures shall also be considered a part of the Plan unless clearly contrary to the express provisions thereof.

- 11.2 *Employment Rights*** Neither the establishment of this Plan nor any modification thereof, nor the creation of any Trust or Account, nor the payment of any benefits, shall be construed as giving a Participant or other person a right to employment with the Plan Sponsor or any Affiliate or any other legal or equitable right against the Plan Sponsor or any Affiliate except as provided in the Plan. In no event shall the terms of employment of any Eligible Individual be modified or in any way be affected by the Plan.
- 11.3 *Non-Assignability*** None of the benefits, payments, proceeds or claims of any Participant or Beneficiary shall be subject to attachment or garnishment or other legal process by any creditor of such Participant or Beneficiary, nor shall any Participant or Beneficiary have the right to alienate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which he or she may expect to receive, contingently or otherwise under the Plan.
- 11.4 *Binding Agreement*** Any action with respect to the Plan taken by the Plan Administrator or the Plan Sponsor or the Trustee or any action authorized by or taken at the direction of the Plan Administrator, the Plan Sponsor or other authorized party shall be conclusive upon all Participants and Beneficiaries entitled to benefits under the Plan.
- 11.5 *Receipt and Release*** Any payment to any Participant or Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan Sponsor, the Plan Administrator and the Trustee under the Plan, and the Plan Administrator may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect. If any Participant or Beneficiary is determined by the Plan Administrator to be incompetent by reason of physical or mental disability (including not being the age of majority) to give a valid receipt and release, the Plan Administrator may cause payment or payments becoming due to such person to be made to a legal guardian, trustee, or other proper representative of the Participant or Beneficiary without responsibility on the part of the Plan Administrator, the Plan Sponsor or the Trustee to follow the application of such funds.
- 11.6 *Furnishing Information*** A Participant or Beneficiary will cooperate with the Plan Administrator or any representative thereof by furnishing any and all information requested by the Plan Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Plan Administrator may deem necessary.
- 11.7 *Compliance with Code § 409A*** Notwithstanding any provision of the Plan to the contrary, all provisions of the Plan will be interpreted and applied to comply

with the requirements of Code §409A and any regulations and applicable binding guidance so as to avoid adverse tax consequences. No provision of the Plan, however, is intended or shall be interpreted to create any right with respect to the tax treatment of the amounts paid or payable hereunder, and neither the Plan Sponsor nor any Affiliate shall under any circumstances have any liability to a Participant or Beneficiary for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Code § 409A.

11.8 Insurance The Plan Sponsors, on their own behalf or on behalf of the trustee of the Trust, and, in their sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as they may choose. The Plan Sponsors or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Plan Sponsor shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to which the Plan Sponsor have applied for insurance.

11.9 Governing Law Construction, validity and administration of this Plan shall be governed by applicable Federal law and applicable state law in which the principal office of the Plan Sponsor is located, without regard to the conflict of law provisions of such state law. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

11.10 Headings and Subheadings Headings and subheadings in this Plan are inserted for convenience only and are not to be considered in the interpretation of the provisions hereof.

NONQUALIFIED DEFERRED COMPENSATION PLAN

ADOPTION AGREEMENT

The Plan Sponsor named below hereby establishes a Nonqualified Deferred Compensation Plan for Eligible Individuals as provided in this Adoption Agreement and the Basic Plan Document.

ARTICLE XII Plan Sponsor Information

12.1 Name and Address of Plan Sponsor:

Great-West Life & Annuity Insurance Company
8515 E. Orchard Road
Greenwood Village, Colorado 80111

12.2 Plan Name: 2005 Executive Deferred Compensation Plan

12.3 Telephone Number: (303) 737-3000

12.4 Tax ID Number: 84-0467907

12.5 Tax Year End: December 31

ARTICLE XIII Definitions

13.1 Compensation Shall mean (*select one or more*):

- (a) Regular Salary
- (b) Bonuses (Annual and not to include any amount earned under any other incentive plan, program or award)
- (c) Commissions
- (d) Performance-Based Compensation
- (e) Director Fees

13.2 Domestic Partner Shall mean (*select one*):

- (a) An individual over age 18 in a committed relationship with the Participant which relationship includes the following characteristics: the parties have shared the same regular and permanent residence for at least six (6) months; neither party is legally married to any other person; the parties have no blood relationship that would preclude marriage; both parties have attained the age of legal majority in their state of residence; and the parties are financially interdependent.
- (b) An individual who satisfies the following criteria:
 - Has been registered with the Plan Sponsor in accordance with the procedure for such registration established by the Plan Sponsor.
- (c) The Plan does not recognize Domestic Partners.

13.3 Interim Distribution Date Shall mean (*select one*):

- (a) The first day of the Taxable Year in which falls the date that is three (3), five (5) or ten (10) years, as selected by the Participant at the time he or she files a Compensation Deferral Agreement, after the date on which the Compensation deferred under the Compensation Deferral Agreement would otherwise be payable, upon which a distribution shall be made in accordance with Section 6.8 of the Plan document.
- (b) The first day of the Taxable Year selected by the Participant at the time he or she files a Compensation Deferral Agreement.

13.4 De Minimis Distributions (*select one*):

- (a) The Plan Sponsor shall not make De Minimis Distributions.
- (b) The Plan Sponsor shall make De Minimis Distributions, and, notwithstanding the Participant's election regarding the Separation from Service Payment, the Plan Sponsor shall pay the Participant's benefit in a single lump sum payment, provided that:
 - (i) the payment accompanies the termination and liquidation of the entirety of the Participant's interest in the Plan and all Aggregated Plans, and
 - (ii) the payment is not greater than (*select one*):

- (1) \$ _____ (select an amount no greater than the current applicable dollar limit under Code section 402(g)(1)(B)) (\$15,500 for 2007) (the "Applicable Dollar Limit"), or
- (2) The Applicable Dollar Limit, as adjusted, for the Taxable Year in which the payment occurs.

13.5 Effective Date This is a (select one):

- (a) New Plan. The effective date of this new Plan is _____
- (b) Restatement of an existing Plan. The Plan was originally effective as of January 1, 1993. The effective date of this restated Plan document and Adoption Agreement is January 1, 2008. This restated Plan document and Adoption Agreement apply to all amounts (select 1 or 2 and, if applicable, 3)
 - (i) deferred in taxable years beginning after December 31, 2004. An amount is considered deferred as of any date for purposes of this Section if the Participant has a legally binding right to be paid the amount and the right to the amount is earned and vested.
 - (ii) _____
 - (iii) Notwithstanding the foregoing, this restated Plan document and Adoption Agreement will not apply to the following amounts (describe, if applicable): _____

ARTICLE XIV Eligibility

The Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of §§201(2) and 301(a)(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan Sponsor should consult with counsel regarding eligibility under the "select group" standard.

An individual shall be an Eligible Individual as follows (select one or more):

- 14.1** If he or she is designated as an Eligible Individual by the Board of the Plan Sponsor.
- 14.2** If he or she is designated, in writing, as an Eligible Individual by the Plan Administrator. The Plan Administrator will not vote or act on

any matter regarding eligibility that relates solely to himself or herself.

14.3 [] If he or she occupies one of the following positions:

14.4 [] If his or her Compensation for a Taxable Year is expected to be greater than \$ _____

14.5 [] If he or she is an Eligible Individual, as defined in III (a), (b) (c) or (d) above, of an Additional Adopting Plan Sponsor as listed on Exhibit A attached to this Adoption Agreement and is otherwise defined as an Eligible Individual under the Plan.

ARTICLE XV Compensation Deferrals (select one or more):

15.1 [X] A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a minimum of (select one or more):

- (a) [X] 5 % of a Participant's Regular Salary
- (b) [X] 5 % of a Participant's Bonus
- (c) [] % of a Participant's Commissions
- (d) [X] 5 % of a Participant's Performance-Based Compensation
- (e) [] % of a Participant's Director Fees

15.2 [X] A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a maximum of (select one or more):

- (a) [X] 90 % of a Participant's Regular Salary
- (b) [X] 90 % of a Participant's Bonus
- (c) [] % of a Participant's Commissions
- (d) [X] 90 % of a Participant's Performance-Based Compensation
- (e) [] % of a Participant's Director Fees

15.3 [X] A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a minimum of (select one or more):

- (a) \$ 2,500 of a Participant's Regular Salary
- (b) \$ of a Participant's Bonus
- (c) \$ of a Participant's Commissions
- (d) \$ of a Participant's Performance-Based Compensation
- (e) \$ of a Participant's Director Fees

15.4 A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a maximum of (*select one or more*):

- (a) \$ of a Participant's Regular Salary
- (b) \$ of a Participant's Bonus
- (c) \$ of a Participant's Sales Credits
- (d) \$ of a Participant's Commissions
- (e) \$ of a Participant's Performance-Based Compensation
- (f) \$ of a Participant's Director Fees

ARTICLE XVI Matching Credits

16.1 Matching Credits shall be determined in accordance with one or more of the following methods (*select one or more*):

- (a) The Plan Sponsor shall credit to the Account of each Participant _____% of such Participant's Compensation Deferrals. Matching Credits shall be made based on Compensation Deferrals made each (*select one*):
 - (i) Pay Period
 - (ii) Taxable Year
 - (iii) Other (*specify*):

- (b) The Plan Sponsor shall credit to the Account of each Participant _____% of such Participant's Compensation Deferrals that do not exceed _____% the Participant's Compensation, plus _____% of the Participant's Compensation Deferrals that exceed _____% of such Participant's Compensation but do not exceed _____% of the Participant's Compensation. Matching Credits shall be

made based on Compensation Deferrals made each (*select one*):

- (i) Pay Period
- (ii) Taxable Year
- (iii) Other (*specify*):

(c) An amount determined and made at a time in the discretion of the Plan Sponsor.

16.2 Limitations on Matching Credits.

(a) The Matching Credit shall not exceed \$_____ for any Participant.

(b) The Plan Sponsor shall not provide a Matching Credit for any Compensation Deferral in excess of _____% of the Participant's Compensation.

16.3 Eligibility for Matching Credit (*select one or more*):

(a) All Participants who have completed at least _____ Hours of Employment during the Taxable Year. The term "Hours of Employment" is defined as:

(b) All Participants employed on the last day of a Taxable Year.

(c) All Participants who satisfy the following conditions:

(d) No eligibility conditions. All Participants who make Compensation Deferrals are eligible for Matching Credits.

ARTICLE XVII Discretionary Credits

17.1 Amount of Discretionary Credit (*select one or more*):

(a) An amount determined at the discretion of the Plan Sponsor, which need not be uniform as to Participants.

(b) An amount determined by the following formula:

17.2 Eligibility for Discretionary Credit (*select one or more*):

(a) All Participants who have completed at least _____ Hours of Employment during the Taxable Year. (*The term "Hours of Employment" must be defined above.*)

(b) All Participants employed on the last day of a Taxable Year.

(c) All Participants who satisfy the following conditions:

(d) No eligibility conditions. All Participants who are Eligible Individuals of the Plan Sponsor during the Taxable Year are eligible for Discretionary Credits.

ARTICLE XVIII Vesting and Forfeitures (*select one or more*):

18.1 A Participant's entire Account shall be 100% vested at all times.

18.2 A Participant's vesting schedule can be accelerated at the discretion of the Plan Administrator if such a change in vesting schedule is in writing. The Plan Administrator will not vote or act on any matter regarding Vesting and Forfeitures that relates solely to himself or herself.

18.3 The Participant shall at all times be one-hundred percent (100%) vested in his or her Compensation Deferrals, as well as in any hypothetical appreciation (or depreciation) specifically attributable to such Compensation Deferrals due to Investment Credits and Debits. The Participant shall vest in Matching Credits and/or Discretionary Credits, as well as in any hypothetical appreciation (or depreciation) specifically attributable to such amounts due to Investment Credits and Debits, pursuant to the vesting schedule shown below.

Years of Service	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above schedule, a Participant shall earn a “Year of Service” as follows:

18.4 [] A Participant’s entire Account shall become 100% vested upon (*select one or more*):

- (a) [] The Participant’s death while employed.
- (b) [] The Participant’s Disability while employed.
- (c) [] The Participant’s attainment of age _____ while employed.
- (d) [] A Plan Termination Following a Change in Control Event, if applicable.
- (e) [] A Conflict of Interest Divestiture.
- (f) [] The Participant’s involuntary Separation from Service Without Good Cause by the Plan Sponsor.

18.5 [] A Participant who is otherwise vested in accordance with this Section VII shall nevertheless forfeit his or her vested Account (other than Compensation Deferrals and any hypothetical appreciation or depreciation specifically attributable to such Compensation Deferrals) under the following circumstances (please specify):

18.6 [] Any forfeitures under the Plan shall be credited to the Account of each Participant other than the Participant whose Account generated the forfeiture in the same proportion that each such Participant’s Account as of the end of the Taxable Year in which the forfeiture occurred bears to the Accounts of all such Participants as of the same date.

ARTICLE XIX Delay in Payment (select one or more):

An amount otherwise required to be paid under the Plan shall be delayed if the payment

- 19.1 Is subject to Code §162(m).
- 19.2 Violates federal securities laws or certain other applicable law.

ARTICLE XX Change in Control Event

20.1 A Change in Control Event shall be defined as (*election applies only to Plan Sponsors that are corporations; select one or more*):

- (a) A Change in Ownership of the Corporation.
- (b) A Change in the Effective Control of the Corporation.
- (c) A Change in Ownership of a Substantial Portion of a Corporation's Assets.

20.2 The occurrence of a Change in Control Event shall (*select one*):

- (a) not, under any circumstances, including the discretion of the Plan Sponsor, constitute a Plan Termination Following a Change in Control Event.
- (b) constitute a Plan Termination Following a Change in Control Event.
- (c) may constitute a Plan Termination Following a Change in Control Event, at the discretion of the Plan Sponsor, within 12 months after a Change in Control Event.

ARTICLE XXI Signatures

This Nonqualified Deferred Compensation Plan, including this Adoption Agreement, has been designed to permit Participants to defer I and state income tax on amounts credited to their Accounts until a later Taxable Year. The Plan Sponsor adopting this Plan should consu tax counsel regarding the consequences of adopting this Plan to both the Plan Sponsor and Participants and the effect an amendm restatement of an existing plan using this Plan Document may have, if any, under Code §409A. Registration of interests und Nonqualified Deferred Compensation Plan may be required under securities law. Independent legal counsel should be consulted with res securities law issues. By executing this Adoption Agreement, the Plan Sponsor acknowledges that no representations or warranties as legal consequences (including the tax and securities law consequences) to the Plan Sponsor and Participants of the operation of this Pla been made by the entity that has provided this Plan document and Adoption Agreement.

The Plan and this accompanying Adoption Agreement were adopted by the Plan Sponsor the 24th day of March, 2009.

Executed for the Plan Sponsor by:

Graham R. McDonald

Title of Individual:

Senior Vice President, Corporate Resources

Signature:

/s/ Graham R. McDonald

Executed for the Plan Sponsor by:

Glen R. Derback

Title of Individual:

Senior Vice President and Controller

Signature:

/s/ Glen R. Derback

EXHIBIT A
ADDITIONAL ADOPTING PLAN SPONSORS

In accordance with paragraph 1.32 of the Basic Plan Document, the Plan Sponsor has consented to allow the following entities to participate in the Plan:

All wholly owned subsidiaries of the Plan Sponsor

**DEFERRED SHARE UNIT PLAN
FOR DESIGNATED U.S. RESIDENT DIRECTORS OF
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
AND ITS AFFILIATES**

1639484.10

TABLE OF CONTENTS

	Page	
1.	PREAMBLE AND DEFINITIONS	1
2.	CONSTRUCTION AND INTERPRETATION	3
3.	ELIGIBILITY	4
4.	DEFERRED SHARE UNIT GRANTS AND ACCOUNTS	5
5.	REDEMPTION ON RETIREMENT OR DEATH	9
6.	CURRENCY	11
7.	SHAREHOLDER RIGHTS	11
8.	ADMINISTRATION	12
9.	ASSIGNMENT	12

1. PREAMBLE AND DEFINITIONS

1.1 Title

The Plan herein described shall be called the “Deferred Share Unit Plan for Designated U.S. Resident Directors of Great-West Life & Annuity Insurance Company and Its Affiliates” and is referred to herein as “the Plan.”

1.2 Purpose of the Plan

The purpose of the Plan is to promote a greater alignment of interests between Members and the shareholders of the Corporations and to provide additional compensation to Directors in recognition of their services and to maintain competitive compensation.

1.3 Definitions

1.3.1 “Annual Board Retainer” means the Canadian dollar equivalent of the aggregate basic annual remuneration paid by the Corporations to a Director for service on the Boards during a calendar year, together with Board committee fees and retainers to committee chairs, but excluding Attendance Fees.

1.3.2 “Affiliate” means any corporation or other business entity that is treated as a single employer with any of the Corporations under Code Sections 414(b) or 414(c).

- 1.3.3 "Attendance Fees" means the Canadian dollar equivalent of the aggregate fees paid by the Corporations to a Director for attendance at meetings of the Boards and their committees during a calendar year.
- 1.3.4 "Board" means the Board of Directors of any of the Corporations.
- 1.3.5 "Code" means the United States Internal Revenue Code of 1986, as amended.
- 1.3.6 "Corporations" means Great-West Life & Annuity Insurance Company and any of its affiliates that have Directors who are eligible to participate in the Plan or are Members in the Plan, and any successor corporations whether by amalgamation, merger or otherwise.
- 1.3.7 "Deferred Share Unit" means a share unit notionally credited to a Member's Deferred Share Unit Account through a bookkeeping entry, the value of which at the relevant time shall be equal to the weighted average trading price per Share on the Toronto Stock Exchange for the last five Trading Days immediately before the date in issue.
- 1.3.8 "Deferred Share Unit Account" has the meaning ascribed thereto in Article 4.10.
- 1.3.9 "Director" means a director of any of the Corporations.

1.3.10 "Member" means a Director who has received or has elected to receive Deferred Share Units and is or will be entitled to a payment under the Plan.

1.3.11 "Share" means a common share of Great-West Lifeco Inc. and such other share as is added thereto or substituted therefor as a result of amendments to the articles of Great-West Lifeco Inc., a reorganization or otherwise.

1.3.12 "Trading Day" means any date on which the Toronto Stock Exchange is open for the trading of Shares.

2. CONSTRUCTION AND INTERPRETATION

2.1 In the Plan, references to the masculine include the feminine, and reference to the singular shall include the plural and vice versa, as the context shall require.

2.2 To the extent not governed by U.S. federal law, the Plan shall be governed by and interpreted in accordance with the laws of Colorado. Notwithstanding any provision of the Plan to the contrary, the Plan will be interpreted and operated to comply with the requirements of Code Section 409A to avoid the imposition of any tax or interest thereunder. No provision of the Plan, however, is intended or shall be interpreted to create any right with respect to the tax treatment of the amounts paid or payable hereunder, and none of the Corporations nor any of their affiliates or any of its or their officers, directors, employee, agents or service providers shall under any circumstances have any liability to any person or entity

for any taxes, penalties or interest on amounts paid or payable hereunder, including any taxes, penalties or interest imposed under Code Section 409A.

- 2.3 If any provision of the Plan or part thereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforceability of any other provision or part thereof.
- 2.4 Headings wherever used herein are for reference purposes only and do not limit or extend the meaning of the provisions herein contained.
- 2.5 The Corporations and the Members confirm their desire that this document along with all other documents including all notices relating hereto be written in the English language. La Compagnie et les membres confirment leur volonté que ce document de même que tous les documents, y compris tout avis, s'y rattachant soient rédigés en anglais.

3. ELIGIBILITY

- 3.1 The Plan was originally established effective as of the first fiscal quarter of 2001 and was called the "Deferred Share Unit Plan for Designated U.S. Resident Directors of The Great-West Life Assurance Company, London Life Insurance Company, London Insurance Group Inc., Great-West Life & Annuity Insurance Company and First Great-West Life & Annuity Insurance Company." The Plan is hereby renamed, amended and restated effective as of January 1, 2005.

3.2 All U.S. resident Directors who are designated as eligible by the Chairman of the Board of Directors of Great-West Life & Annuity Insurance Company shall be eligible to participate in the Plan.

3.3 Nothing herein contained shall be deemed to give any person the right to be retained as a Director or an employee of any of the Corporations or their affiliates.

4. DEFERRED SHARE UNIT GRANTS AND ACCOUNTS

4.1 Each eligible Director may, subject to the conditions stated herein, elect in accordance with Section 4.2 to defer 50% or 100% of his or her Annual Board Retainer and/or Attendance Fees. If a Director so elects to defer such amounts he or she will be entitled to receive:

(A) his or her Annual Board Retainer payable for services performed in the subsequent calendar years as follows:

- (i) entirely in cash;
- (ii) as to 1/2 in Deferred Share Units and the balance in cash; or
- (iii) entirely in Deferred Share Units; and

(B) his or her Attendance Fees payable for services performed in the subsequent calendar years as follows:

- (i) entirely in cash;
- (ii) as to 1/2 in Deferred Share Units and the balance in cash; or

(iii) entirely in Deferred Share Units.

4.2 Except as otherwise provided under the Plan, each Director who elects to defer all or a portion of his or her Annual Board Retainer or Attendance Fees must file a notice of election in the form of Schedule A hereto (the "Election Notice") with the Secretary of Great-West Life & Annuity Insurance Company before the commencement of a calendar year.

The election of a Director (who has not filed a notice to (i) change his or her elected percentage in the form of Schedule B hereto, or (ii) terminate the receipt of additional Deferred Share Units in the form of Schedule C hereto) to make a deferral under the Plan shall be deemed to apply to all calendar years subsequent to the filing of the Election Notice, and such Director will not be required to file another Election Notice.

4.3 The election made in accordance with section 4.2 shall relate to the Annual Board Retainer and the Attendance Fees paid for services performed in any and all of the Corporations' calendar years following the filing of the Election Notice.

4.4 Each Member may, once per calendar year, change his or her elected percentage of the Annual Board Retainer and the Attendance Fees to be paid in Deferred Share Units by filing with the Secretary of Great-West Life & Annuity Insurance Company a notice in the form of Schedule B hereto. Such Member's change shall be effective with respect to the Annual Board Retainer and the Attendance Fees payable for services in calendar years following that election.

4.5 Each Member may, once per calendar year, cancel the Member's existing deferral election by filing with the Secretary of Great-West Life & Annuity Insurance Company a notice electing to terminate the receipt of additional Deferred Share Units in the form of Schedule C hereto. Such Member's cancellation shall be effective with respect to the Annual Board Retainer and the Attendance Fees payable for services performed in calendar years following that cancellation.

Any Deferred Share Units granted under the Plan prior to the cancellation shall remain in the Plan and will be redeemable only in accordance with the terms of the Plan.

A Member who has filed a notice in accordance with Schedule C may elect to reinstate their acquisition of Deferred Share Units by filing an Election Notice in accordance with Section 4.2.

4.6 A Director who has never participated in the Plan (or any other nonqualified deferred compensation plan of the Corporation or any Affiliate that would be aggregated with the Plan under Code Section 409A), or who is otherwise treated as initially eligible to participate in the Plan pursuant to Code Section 409A, may file an Election Notice within 30 days after the date on which he or she becomes eligible to participate in the Plan with respect to any Annual Board Retainer or Attendance Fees payable for services performed after the Election Notice is filed.

4.7 Certain Directors may be awarded an additional amount annually in Deferred Share Units, which shall be credited quarterly. Both the Directors who are eligible to receive such Deferred Share Units and the amount awarded will be

determined by the Board of Directors of Great-West Life & Annuity Insurance Company.

- 4.8 A Member shall, for the purposes of the Plan, be deemed to retire on the date he or she is no longer a Director of any of the Corporations or any Affiliate.
- 4.9 The number of Deferred Share Units granted at any particular time with respect to the Annual Board Retainers and/or the Attendance Fees deferred pursuant to Section 4.1 will be calculated by quarterly dividing the portion of one quarter of the Annual Board Retainer and/or Attendance Fees payable at that time which is to be paid in Deferred Share Units by the weighted average trading price per Share on the Toronto Stock Exchange for the last five Trading Days of the preceding fiscal quarter. For example:

$$\frac{\$10,000}{\text{TSE weighted average trading price of 1 Share for the last 5 Trading Days of the preceding fiscal quarter}} = \text{Number of Deferred Share Units Granted}$$

- 4.10 An account, to be known as a "Deferred Share Unit Account" shall be maintained for each Member and will be credited with notional grants of Deferred Share Units received by such Member from time to time.

- 4.11 Whenever cash dividends are paid on the Shares, additional Deferred Share Units will be credited to each Member's Deferred Share Unit Account. The number of such additional Deferred Share Units will be calculated by dividing the dividends that would have been paid to such Member if the Deferred Share Units in the Member's Deferred Share Unit Account had been Shares by the value of a Deferred Share Unit on the date on which the dividends were paid on the Shares.
- 4.12 In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, spin-off or other distribution (other than normal cash dividends) of Great-West Lifeco Inc. assets to shareholders, or any other changes affecting the Shares, proportionate adjustments to reflect such change or changes shall be made with respect to the number of Deferred Share Units outstanding under the Plan.
- 4.13 For greater certainty, no amount will be paid to, or in respect of, a Member under the Plan or pursuant to any other arrangement, and no additional Deferred Share Units will be granted to such Member, to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Member for such purpose.

5. REDEMPTION ON RETIREMENT OR DEATH

- 5.1 The value of the Deferred Share Units credited to a Member's Deferred Share Unit Account shall be redeemable by the Member (or, where the Member has died, his designated beneficiary or his estate, as applicable) at the Member's option (or after the Member's death at the option of his designated beneficiary or

his person representative, as applicable) following the Member's separation from service with the Corporations and all Affiliates within the meaning of Code Section 409A or death (the "Member's Termination Date"), by filing a written notice of redemption in the form of Schedule D hereto with the Secretary of Great-West Life & Annuity Insurance Company, specifying a redemption date within the period from January 1st of the first calendar year commencing after the Member's Termination Date to December 15th of the first calendar year commencing after the Member's Termination Date. If no notice of redemption has been filed by December 15th of the first calendar year after the Member's Termination Date that date will be deemed to be the redemption date.

- 5.2 The value of the Deferred Share Units redeemed by or in respect of a Member shall be paid to the Member (or, if the Member has died, to his designated beneficiary or to his estate, as applicable) by Great-West Life & Annuity Insurance Company in the form of a lump sum cash payment, net of any applicable withholdings as soon as practicable after the redemption date, provided that in any event such payment date shall be no later than December 31st of the first calendar year commencing after the Member's Termination Date. Notwithstanding the foregoing, any payment due to a Member who is a specified employee within the meaning of Code Section 409A (determined by not treating as compensation any amounts that are excludable from the gross income of a nonresident alien on account of the location of the services or the identity of the employer that is not effectively connected with the conduct of a trade or business in the United States as provided in Code Sections 409A and 415(c) and the

regulations and binding guidance thereunder) upon a separation from service shall be paid to the Member no earlier than the first day of the seventh month following the Member's separation from service. Great-West Life & Annuity Insurance Company shall charge to its affiliates the portion of the amount paid to the Member above which relates to service on their respective Boards.

5.3 A Member may designate in writing a beneficiary to receive any rights and benefits under the Plan arising or payable upon the death of such Member and may change such designation from time to time. Such designation or change must be in accordance with any law applicable to the Member and shall be in such form and executed in such manner as the Secretary of Great-West Life & Annuity Insurance Company may from time to time determine. Any designation or change must be filed with the Secretary of Great-West Life & Annuity Insurance Company. Benefits payable as a result of the death of the Member shall be paid in accordance with the most recent designation filed with the Secretary of Great-West Life & Annuity Insurance Company and, in the absence of an effective designation of a beneficiary, the administrator of the Plan shall make payment of any benefits under this Plan to the estate of the Member. Payment in accordance with this provision shall completely discharge all liability of the Corporations and the administrator of the Plan with respect to the amount paid

6. CURRENCY

6.1 All references in the Plan to currency refer to lawful Canadian currency.

7. SHAREHOLDER RIGHTS

7.1 Deferred Share Units are not shares and will not entitle a Member to any shareholder rights, including, without limitation, voting rights, dividend entitlement or rights on liquidation.

8. ADMINISTRATION

- 8.1 Unless otherwise determined by the Board of Directors of Great-West Life & Annuity Insurance Company, the Plan shall remain an unfunded obligation of the Corporation.
- 8.2 The Plan shall be administered by the Board of Directors of Great-West Life & Annuity Insurance Company.
- 8.3 The Plan may be amended or terminated at any time by the Board of Directors of Great-West Life & Annuity Insurance Company (in accordance with Code Section 409A, to the extent applicable), except as to rights already accrued thereunder by the Members. Notwithstanding the foregoing, the Plan may be amended by the Board of Directors of Great-West Life & Annuity Insurance Company in any way necessary or desirable to meet the requirements of applicable U.S. tax laws for the favorable tax treatment of the amounts paid or payable hereunder, including the requirements of Code Section 409A.

9. ASSIGNMENT

- 9.1 The assignment or transfer of the Deferred Share Units, or any other benefits under this Plan, shall not be permitted other than by operation of law.

SCHEDULE A

**Deferred Share Unit Plan for Designated U.S. Resident
Directors of Great-West Life &
Annuity Insurance Company and Its Affiliates (the "Plan")**

DEFERRAL ELECTION NOTICE

I hereby elect to defer the following percentage of my:

- (i) Annual Board Retainer payable from each of The Great-West Life Assurance Company, London Life Insurance Company, London Insurance Group Inc., Great-West Life & Annuity Insurance Company and First Great-West Life & Annuity Insurance Company (the "Corporations") until changed in accordance with the terms of the Plan:

0% or 50% or 100%

- (ii) Attendance Fees payable from each of the Corporations until changed in accordance with the terms of the Plan:

0% or 50% or 100%

I confirm that:

1. I have received and reviewed a copy of the Plan and agree to be bound by its terms.
2. I understand that this election will apply to the Annual Board Retainer and Attendance Fees payable to me for services rendered in the calendar year following the calendar year in which I make this election, unless this is the first year in which I am eligible to participate in an elective deferral account balance plan for directors of any of the Corporations or their Affiliates and I make this election within 30 days of becoming eligible to participate in the Plan, in which case this election will apply to the portion of the Annual Board Retainer and Attendance Fees paid for services I provide after making this election, as determined under the Plan.
3. I understand that this election will also apply to the Annual Board Retainer and Attendance Fees payable to me for services to be provided in all future years until I change my election.
4. I understand that if I wish to change my election, any new election that I make will apply only to the Annual Board Retainer and Attendance Fees payable to me for services rendered in the calendar year following the calendar year in which I change my election.

5. I understand that the value of the Deferred Share Units ("DSUs") credited to me under the Plan will only be paid to me in the calendar year following the calendar year in which I am no longer a Director, as provided under the Plan.
6. I understand that the Corporations will make all appropriate tax withholdings as required by law.
7. I understand that the value of DSUs are based on the value of the common shares of Great-West Lifeco Inc. and are not guaranteed. I also understand that DSUs are not shares and will not entitle me to any shareholder rights, including, without limitation, voting or dividend rights.
8. No funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded liability recorded on the books of the Corporations.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan text.

Date

(Name of Director)

(Signature of Director)

6. I understand that the Corporations will make all appropriate tax withholdings as required by law.
7. I understand that the value of DSUs are based on the value of the common shares of Great-West Lifeco Inc. and are not guaranteed. I also understand that DSUs are not shares and will not entitle me to any shareholder rights, including, without limitation, voting or dividend rights.
8. No funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded liability recorded on the books of the Corporations.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan text.

Date

(Name of Director)

(Signature of Director)

SCHEDULE C

**Deferred Share Unit Plan for Designated U.S. Resident
Directors of Great-West Life &
Annuity Insurance Company and Its Affiliates (the "Plan")**

ELECTION TO TERMINATE FUTURE DEFERRALS

I hereby revoke all prior elections to defer amounts under the Plan and elect to defer no portion of my future Annual Board Retainer and Attendance Fees under the Plan.

I confirm that:

1. I have received and reviewed a copy of the Plan and agree to be bound by its terms.
2. I understand that this election will apply to the Annual Board Retainer and Attendance Fees payable to me for services rendered in the calendar year following the calendar year in which I make this election.
3. I understand that this election will also apply to the Annual Board Retainer and Attendance Fees payable to me for services to be provided in all future years until I change my election.
4. I understand that if I wish to change my election, any new election that I make will apply only to the Annual Board Retainer and Attendance Fees payable to me for services rendered in the calendar year following the calendar year in which I change my election.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan text.

Date

(Name of Director)

(Signature of Director)

SCHEDULE D

**Deferred Share Unit Plan for Designated U.S. Resident
Directors of Great-West Life &
Annuity Insurance Company and Its Affiliates (the "Plan")**

REDEMPTION NOTICE

I hereby advise Great-West Life & Annuity Insurance Company ("Great-West") that I wish to redeem all the Deferred Share Units credited to my account under the Plan on _____ [insert redemption date, which shall be at least five (5) business days following the date on which this notice is filed with Great-West. The above date can be no earlier than the January 1 following the year in which the individual ceases to be a Director of Great-West and its Affiliates and no later than December 15 of that same year.].

Date

(Name of Director)

(Signature of Director)

**Great-West Life & Annuity Insurance Company
2005 Nonqualified Deferred Compensation Plan**

Effective as of March 24, 2009

1759593.3

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I DEFINITIONS	2
1.1 Account	2
1.2 Adoption Agreement	2
1.3 Affiliate	2
1.4 Aggregated Plan	2
1.5 Beneficiary	2
1.6 Benefit Benchmark	2
1.7 Board	2
1.8 Change in Control Event	2
1.9 Code	7
1.10 Commissions	7
1.11 Compensation	7
1.12 Compensation Deferral Agreement	7
1.13 Compensation Deferrals	7
1.14 Conflict of Interest Divestiture	7
1.15 Corporate Dissolution	7
1.16 De Minimis Distribution	7
1.17 Distributable Event	7
1.18 Domestic Partner	8
1.19 Domestic Relations Order	8
1.20 Effective Date	8
1.21 Eligible Individual	8
1.22 ERISA	8
1.23 Income Inclusion Under Code § 409A	8
1.24 Interim Distribution Date	8
1.25 Investment Commissions	8
1.26 Investment Credits and Debits	9
1.27 Nonqualified Deferred Compensation Plan	9
1.28 Participant	9
1.29 Performance-Based Compensation	9
1.30 Plan	10
1.31 Plan Administrator	10
1.32 Plan Sponsor	10
1.33 Plan Termination Following a Change in Control Event	10
1.34 Plan Termination Following a Corporate Dissolution	10
1.35 Plan Termination in Connection with Termination of Certain Similar Arrangements	11
1.36 Regular Salary	11
1.37 Sales Commissions	11
1.38 Variable Pay (Sales)	11
1.39 Separation from Service	11
1.40 Specified Employee	13
1.41 Spouse	13
1.42 Taxable Year	14

1.43	Trust	14
1.44	Trustee	14
1.45	Unforeseeable Emergency	14
1.46	Valuation Date	14
1.47	Without Good Cause	14
ARTICLE II ELIGIBILITY AND PARTICIPATION		15
2.1	Eligibility	15
2.2	Participation	15
2.3	Compensation Deferral Agreement	15
2.4	Subsequent Changes in Form of Payment	17
2.5	Matching Credits and Discretionary Credits	17
2.6	Establishing a Reserve for Plan Liabilities	17
ARTICLE III PARTICIPANT ACCOUNTS AND REPORTS		18
3.1	Establishment of Accounts	18
3.2	Account Maintenance	18
3.3	Investment Credits and Debits	18
3.4	Participant Statements	19
ARTICLE IV WITHHOLDING OF TAXES		20
4.1	Withholding from Compensation	20
4.2	Withholding from Benefit Distributions	20
ARTICLE V VESTING		20
5.1	Vesting	20
ARTICLE VI PAYMENTS		20
6.1	Benefits	20
6.2	Separation from Service Payment	21
6.3	Conflict of Interest Divestiture	22
6.4	Death Benefit	22
6.5	Domestic Relations Order Payment	22
6.6	Unforeseeable Emergency Distribution	23
6.7	Election to Receive Interim Distributions	23
6.8	Payment upon Income Inclusion Under § 409A	23
6.9	Permissible Delay in Payments	23
6.10	Beneficiary Designation	24
6.11	Claims Procedure	25
ARTICLE VII CANCELLATION OF DEFERRALS		30
7.1	Unforeseeable Emergency	30
7.2	Disability	31
ARTICLE VIII PLAN ADMINISTRATION		31
8.1	Appointment	31
8.2	Duties of Plan Administrator	31
8.3	Plan Sponsor	31
8.4	Administrative Fees and Expenses	32
8.5	Plan Administration and Interpretation	32
8.6	Powers, Duties, Procedures	32
8.7	Information	32

8.8	Indemnification of Plan Administrator	33
ARTICLE IX TRUST FUND		33
9.1	Trust	33
9.2	Unfunded Plan	33
9.3	Assignment and Alienation	33
ARTICLE X AMENDMENT AND PLAN TERMINATION		33
10.1	Amendment	33
10.2	Plan Termination	34
10.3	Plan Termination Following a Change in Control Event	34
10.4	Plan Termination Following a Corporate Dissolution	35
10.5	Plan Termination in Connection with Termination of Certain Similar Arrangements	35
10.6	Effect of Payment	36
ARTICLE XI MISCELLANEOUS		36
11.1	Total Agreement	36
11.2	Employment Rights	37
11.3	Non-Assignability	37
11.4	Binding Agreement	37
11.5	Receipt and Release	37
11.6	Furnishing Information	37
11.7	Compliance with Code § 409A	37
11.8	Insurance	38
11.9	Governing Law	38
11.10	Headings and Subheadings	38

PREAMBLE

The Great-West Life & Annuity Insurance Company Nonqualified Deferred Compensation Plan (the "Grandfathered Plan") was established effective as of June 1, 1999 for the benefit of a select group of management or highly compensated Eligible Individuals. Effective as of December 31, 2004, the Grandfathered Plan was frozen, and no further amounts were deferred under that plan as of such date. The terms of the Grandfathered Plan as of October 3, 2004 continue to govern the amount deferred under that plan as of December 31, 2004.

Effective as of January 1, 2005, the Great-West Life & Annuity Insurance Company 2005 Nonqualified Deferred Compensation Plan (the "Plan") was established to provide benefits similar to those provided under the Grandfathered Plan in compliance with Code § 409A. The Plan document, together with the Adoption Agreement, were amended and restated effective as of January 1, 2008. Such amendment and restatement apply to all amounts deferred under the Plan on or after January 1, 2005.

Effective as of March 24, 2009, the Plan was again amended and restated to reflect certain changes to the Plan.

Participants in the Plan shall have no right, either directly or indirectly, to anticipate, sell, assign or otherwise transfer any benefit accrued under the Plan. In addition, no Participant shall have any interest in any assets set aside as a source of funds to satisfy benefit obligations under the Plan. Participants shall have the status of general unsecured creditors of the Plan Sponsor, and the Plan shall constitute an unsecured promise by the Plan Sponsor to make benefit payments in the future.

The Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of ERISA §§ 201(2) and 301(a)(3), is intended to comply with the requirements of Code § 409A and the regulations and binding guidance issued thereunder to avoid adverse tax consequences and shall be interpreted and administered to the extent possible in a manner consistent with that intent.

1759593.3

ARTICLE I

DEFINITIONS

- 1.1 Account** The bookkeeping account established for each Participant to record his or her benefit under the Plan. Where the context so requires, references to the Participant's Account, or to the Participant's vested Account, shall mean the applicable portion of the Account attributable to a specific Taxable Year or deferral period.
- 1.2 Adoption Agreement** The written instrument by which the Plan Sponsor establishes or amends a Nonqualified Deferred Compensation Plan for Eligible Individuals.
- 1.3 Affiliate** Any corporation or business entity that would be considered a single employer with the Plan Sponsor pursuant to Code §§ 414(b) or 414(c).
- 1.4 Aggregated Plan** A nonqualified deferred compensation plan that is required to be aggregated and treated with the Plan as a single plan under Code § 409A.
- 1.5 Beneficiary** An individual, individuals, trust or other entity designated by the Participant to receive his or her benefit in the event of the Participant's death. If more than one Beneficiary survives the Participant, the Participant's benefit shall be divided equally among all such Beneficiaries, unless otherwise provided in the Beneficiary Designation form. Nothing herein shall prevent the Participant from designating primary and contingent Beneficiaries.
- 1.6 Benefit Benchmarks** Hypothetical investment funds or benchmarks made available to Participants by the Plan Administrator for purposes of valuing benefits under the Plan.
- 1.7 Board** The Board of Directors of the Plan Sponsor identified in Section I of the Adoption Agreement, or similar governing body if such Plan Sponsor has no Board of Directors.
- 1.8 Change in Control Event** A Change in Ownership, Change in Effective Control or Change in Ownership of a Substantial Portion of Assets, as elected by the Plan Sponsor in the Adoption Agreement, of a corporation identified in Section 1.8(e).
- (a) Change in Effective Control of the Corporation*
- (i) Notwithstanding that a corporation has not undergone a Change in Ownership, a Change in Effective Control occurs on the date that either:

- (1) any one person or Persons Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Persons Acting as a Group) ownership of stock of the corporation possessing 30 percent or more of the total voting power of the stock of such corporation; or
- (2) a majority of members of the corporation's board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors prior to the date of the appointment or election, provided that for purposes of this Section 1.8(a)(i)(2) the term corporation refers solely to the relevant corporation identified in Section 1.8(e) for which no other corporation is a majority shareholder for purposes of that section.

In the absence of an event described in Section 1.8(a)(i)(a) or Section 1.8(a)(i)(b) a Change in Effective Control will not have occurred.

- (ii) A Change in Effective Control may occur in any transaction in which either of the two corporations involved in the transaction has a Change in Ownership or a Change in Ownership of a Substantial Portion of Assets.
 - (iii) If any one person or Persons Acting as a Group, is considered to effectively control a corporation (within the meaning of this Section 1.8(a)), the acquisition of additional control of the corporation by the same person or Persons Acting as a Group is not considered to cause a Change in Effective Control (or to cause a Change in Ownership within the meaning of Section 1.8(b)).
- (b) ***Change in the Ownership of the Corporation.*** A Change in Ownership occurs on the date that any one person or Persons Acting as a Group, acquires ownership of stock of the corporation that, together with stock held by such person or Persons Acting as a Group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of such corporation. However, if any one person or Persons Acting as a Group, is considered to own more than 50 percent of the total fair market value or total voting power of the stock of a corporation, the acquisition of additional stock by the same person or Persons Acting as a Group is not considered to cause a Change in

Ownership (or to cause a Change in Effective Control). An increase in the percentage of stock owned by any one person or Persons Acting as a Group, as a result of a transaction in which the corporation acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of a Change in Ownership. A Change in Ownership applies only when there is a transfer of stock of a corporation (or issuance of stock of a corporation) and stock in such corporation remains outstanding after the transaction.

(c) Change in the Ownership of a Substantial Portion of a Corporation's Assets

- (i) A Change in Ownership of a Substantial Portion of Assets occurs on the date that any one person or Persons Acting as a Group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Persons Acting as a Group) assets from the corporation that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the corporation immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the corporation, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.
- (ii) There is no Change in Ownership of a Substantial Portion of Assets when there is a transfer to an entity that is controlled by the shareholders of the transferring corporation immediately after the transfer, as provided in this Section 1.8(c)(ii). A transfer of assets by a corporation is not treated as a change in the ownership of such assets if the assets are transferred to:
 - (1) a shareholder of the corporation (immediately before the asset transfer) in exchange for or with respect to its stock;
 - (2) an entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the corporation;
 - (3) a person or Persons Acting as a Group, that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding stock of the corporation; or

- (4) an entity, at least 50 percent of the total value or voting power of which is owned, directly or indirectly, by a person described in Section 1.8(c)(ii)(c.).

For purposes of this Section 1.8(c)(ii) and except as otherwise provided, a person's status is determined immediately after the transfer of the assets.

(d) Persons Acting as a Group

- (i) With regards to Change in the Ownership, persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.
- (ii) With regards to Change in Effective Control, persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.
- (iii) With regards to Change in Ownership of a Substantial Portion of Assets, persons will not be considered to be acting as a group solely because they purchase assets of the same corporation at the same time. However, persons

will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of assets or similar business transaction with the corporation. If a person, including an entity shareholder owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only to the extent of the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

- (e) To constitute a Change in Control Event as to a Participant, the Change in Control Event must relate to:
- (i) the corporation with respect to which the Participant is an Eligible Individual at the time of the Change in Control Event;
 - (ii) the corporation that is liable for the payment of the Account (or all corporations liable for the payment if more than one corporation is liable) but only if either the Participant's benefits under the Plan are attributable to the performance of services by the Participant for such corporation (or corporations) or there is a bona fide business purpose for such corporation or corporations to be liable for such payment and, in either case, no significant purpose in making such corporation or corporations liable for such payment is the avoidance of Federal income tax; or
 - (iii) a corporation that is a majority shareholder of a corporation identified in Sections 1.8(e)(i) or 1.8(e)(ii), or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified in Section 1.8(e)(i) or Section 1.8(e)(ii). With regard to a relevant corporation, a majority shareholder is a shareholder owning more than 50% of the total fair market value and total voting power of such corporation.
- (f) **Stock Ownership.** For the purposes of this Section 1.8, ownership of stock will be determined by the application of Code § 318(a). Stock underlying a vested option is considered owned by the individual who holds the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). For purposes of the preceding sentence, however, if a vested option is exercisable for stock that is

not substantially vested (as defined by Treasury Regulation §§ 1.83-3(b) and (j)), the stock underlying the option is not treated as owned by the individual who holds the option. In addition, mutual and cooperative corporations are treated as having stock for purposes of this Section 1.8(f).

- 1.9 Code** The Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 1.10 Commissions** Shall mean both Investment Commissions and Sales Commissions.
- 1.11 Compensation** Shall mean a Participant's Regular Salary, Variable Pay (Sales), bonuses, Commissions, Performance-Based Compensation, and director fees, as elected by the Plan Sponsor in the Adoption Agreement.
- 1.12 Compensation Deferral Agreement** The written agreement between an Eligible Individual and the Plan Sponsor to defer receipt by the Eligible Individual of Compensation, which shall be in such form as the Plan Administrator shall determine. Such agreement shall state the deferral amount or percentage of Compensation to be withheld from the Eligible Individual's Compensation and shall state the date on which the agreement is effective, as provided at Section 2.3.
- 1.13 Compensation Deferrals** That portion of a Participant's Compensation which is deferred under the terms of this Plan.
- 1.14 Conflict of Interest Divestiture** Shall have the meaning set forth in Section 6.3.
- 1.15 Corporate Dissolution** A corporate dissolution taxed pursuant to Code § 331 or with the approval of a bankruptcy court pursuant to section 503(b)(1)(A) of title 11, United States Code.
- 1.16 De Minimis Distribution** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement.
- 1.17 Distributable Event** The events entitling a Participant or Beneficiary to a payment of benefits under the Plan, which shall be: Separation from Service; death; the occurrence of an Interim Distribution Date; the occurrence of an Unforeseeable Emergency; Plan Termination Following a Change of Control Event, if applicable; Plan Termination Following a Corporate Dissolution; Plan Termination in Connection with Termination of Certain Similar Arrangements; Conflict of Interest Divestiture; Domestic Relations Order; and Income Inclusion Under Code § 409A.

- 1.18 *Domestic Partner*** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement. The Plan Administrator in its sole discretion shall determine whether an individual meets the requirements of a Domestic Partner and shall have the right to request documentary proof of the existence of a Domestic Partner relationship, which proof may include, but is not limited to, a joint checking account, a joint mortgage or lease, driver's licenses showing the same address, the registration of a domestic partnership or civil union in states that recognize such relationships or such other proof as the Plan Administrator may determine.
- 1.19 *Domestic Relations Order*** Any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant and is made pursuant to a State domestic relations law (including a community property law).
- 1.20 *Effective Date*** The date as of which the Plan becomes effective or is amended, as selected in the Adoption Agreement.
- 1.21 *Eligible Individual*** Any common-law employee, independent contractor or non-employee director who provides services to the Plan Sponsor and is designated by the Plan Sponsor as eligible to participate in the Plan in accordance with Section 2.1. Only those individuals who are part of a select group of management or highly compensated individuals, as determined by the Plan Sponsor in its sole discretion, may be designated as Eligible Individuals under the Plan.
- 1.22 *ERISA*** The Employee Retirement Income Security Act of 1974, as amended. Reference to any section or subsection of ERISA includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 1.23 *Income Inclusion Under Code § 409A*** Shall have the meaning set forth in Section 6.9.
- 1.24 *Interim Distribution Date*** Shall have the meaning elected by the Plan Sponsor in the Adoption Agreement.
- 1.25 *Investment Commissions*** The Compensation or the portion of Compensation earned by a Participant that meets the following requirements: (a) a substantial portion of the services provided by the Participant for such Compensation consists of sales of financial products or other direct customer services to an unrelated customer with respect to customer assets or customer asset accounts; (b) the customer retains the right to terminate the customer relationship and may move or liquidate the assets or asset accounts without undue delay (which may be subject to a reasonable notice period); (c) such Compensation consists of a portion of the value of the overall assets or asset account balance, an amount substantially all of which

is calculated by reference to the increase in the value of the overall assets or account balance during a specified period, or both; and (d) the value of the overall assets or account balance and Investment Commission is determined at least annually. For this purpose, a customer is treated as an unrelated customer only if the customer is not related (within the meaning of Code § 409A) to either the Plan Sponsor, any Affiliate or the Participant. Notwithstanding the foregoing, Compensation involving a related customer will be treated as an Investment Commission provided that (x) the Compensation otherwise meets the requirements set forth in this section, (y) substantial sales from which Investment Commissions arise are made, or substantial services from which Investment Commissions arise are provided, to unrelated customers by the Plan Sponsor or an Affiliate and (z) the sales and service arrangement and the commission arrangement with respect to the related customers are bona fide, arise from the Plan Sponsor's or Affiliate's ordinary course of business and are substantially the same, both in terms and in practice, as the terms and practices applicable to unrelated customers (within the meaning of Code § 409A) to which (individually or in the aggregate) substantial sales are made or substantial services provided by the Plan Sponsor or an Affiliate.

1.26 *Investment Credits and Debits* Bookkeeping adjustments to Participants' Accounts to reflect the hypothetical interest, earnings, appreciation, losses and depreciation that would be accrued or realized if assets equal to the value of such Accounts were invested in accordance with such Participants' Benefit Benchmarks.

1.27 *Nonqualified Deferred Compensation Plan* A pension plan, within the meaning of ERISA § 201(2), the purpose of which is to permit a select group of management or highly compensated Eligible Individuals to defer receipt of a portion of their Compensation to a future date.

1.28 *Participant* An Eligible Individual who is currently deferring a portion of his or her Compensation under this Plan, or an Eligible Individual or former Eligible Individual who is still entitled to the payment of benefits under the Plan.

1.29 *Performance-Based Compensation* Compensation, the amount of which, or entitlement to which, is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Organizational or individual performance criteria are considered pre-established if established in writing by no later than 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-Based Compensation does not include any amount, or portion of any amount, that will be paid either regardless of performance or based upon a level of performance that is substantially certain to be met at the time the criteria is established. If payments are based upon the satisfaction of subjective criteria, the

subjective performance criteria must be bona fide and relate to the performance of the Participant, a group that includes the Participant or a business unit for which the Participant provides services, and the determination that any subjective performance criteria have been met must not be made by the Participant, a family member of the Participant or a person under the effective control of the Participant or a family member of the Participant or where any amount of the compensation of the person making such determination is effectively controlled in whole or in part by the Participant or family member of the Participant. Compensation determined by reference to the value of the Plan Sponsor or an Affiliate, or the stock of the Plan Sponsor or an Affiliate, shall be Performance Based Compensation only as provided under Code § 409A and the regulations and binding guidance issued thereunder.

1.30 *Plan* The Nonqualified Deferred Compensation Plan established by the Plan Sponsor under the terms of this Basic Plan Document and the accompanying Adoption Agreement.

1.31 *Plan Administrator* The individual(s) or committee appointed by the Board or Executive Committee of the Board to administer the Plan as provided herein. If no such appointment is made, the highest-ranking officer in the Human Resources department of the Plan Sponsor identified in Section I of the Adoption Agreement shall serve as the Plan Administrator. Any individual serving as the Plan Administrator may be removed at any time in the sole discretion of the Board or the Executive Committee of the Board. In no event shall a Plan Administrator who is a Participant be permitted to make decisions regarding solely his or her own benefits under this Plan; rather, such decisions shall be made by the other members of any committee appointed to act as the Plan Administrator or, if no such committee has been appointed, the most senior officer of the Plan Sponsor identified in Section I of the Adoption Agreement whose benefits are not at issue in the decision.

1.32 *Plan Sponsor* The corporation or business entity identified in Section I of the Adoption Agreement, including any successor to such corporation or business that assumes the obligations of such corporation or business. The term Plan Sponsor shall also include, where appropriate, any entity affiliated with the Plan Sponsor which adopts the Plan with the consent of the Plan Sponsor and is listed on Exhibit A attached to the Adoption Agreement. Only the Plan Sponsor identified in Section I of the Adoption Agreement shall have the power to amend this Plan, appoint the Plan Administrator, or exercise any of the powers described in Section 8.3 hereof.

1.33 *Plan Termination Following a Change in Control Event* Shall have the meaning set forth in Section 10.3.

1.34 *Plan Termination Following a Corporate Dissolution* Shall have the meaning set forth in Section 10.4.

1.35 *Plan Termination in Connection with Termination of Certain Similar Arrangements* Shall have the meaning set forth in Section 10.5.

1.36 *Regular Salary* The Participant's gross income paid by the Plan Sponsor during the Taxable Year as reportable on Internal Revenue Service Forms W-2 and 1099, including amounts excludible from gross income that are contributed by the Participant on a pre-tax basis to a salary reduction retirement or welfare plan (including amounts contributed to this Plan), but excluding Commissions, bonuses, Variable Pay (Sales), Performance-Based Compensation, director fees, or any other irregular payments.

1.37 *Sales Commissions* Compensation earned by a Participant that meets the following requirements: (a) a substantial portion of the services provided by the Participant for the Compensation consists of the direct sale of a product or service to an unrelated customer; (b) the Compensation paid by the Plan Sponsor consists of either a portion of the purchase price for the product or service or an amount substantially all of which is calculated by reference to the volume of sales; and (c) payment of the Compensation is either contingent upon the Plan Sponsor or Affiliate receiving payment from an unrelated customer for the product or services or, if applied consistently to all similarly situated Participants, is contingent upon the closing of the sales transaction and such other requirements as may be specified by the Plan Sponsor or Affiliate before the closing of the sales transaction. For this purpose, a customer will be treated as an unrelated customer only if the customer is not related (within the meaning of Code § 409A) to either the Plan Sponsor, any Affiliate or the Participant. Notwithstanding the foregoing, Compensation involving a related customer will be treated as a Sales Commission provided that (x) the Compensation otherwise meets the requirements set forth in this section, (y) substantial sales from which Sales Commissions arise are made, or substantial services from which Sales Commissions arise are provided, to unrelated customers by the Plan Sponsor or an Affiliate and (z) the sales and service arrangement and the commission arrangement with respect to the related customers are bona fide, arise from the Plan Sponsor's or Affiliate's ordinary course of business and are substantially the same, both in terms and in practice, as the terms and practices applicable to unrelated customers (within the meaning of Code § 409A) to which (individually or in the aggregate) substantial sales are made or substantial services provided by the Plan Sponsor or an Affiliate.

1.38 *Variable Pay (Sales)* Compensation that is designated as Variable Pay under the regular payroll procedures of the Plan Sponsor.

1.39 *Separation from Service* A Participant shall have a Separation from Service under the circumstances described below.

- (a) ***Employees*** A Participant who is a common law employee has a Separation from Service if the Participant voluntarily or involuntarily

terminates employment with the Plan Sponsor and all Affiliates, for any reason other than death. A termination of employment occurs if the facts and circumstances indicate that the Plan Sponsor and the Participant reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services the Participant will perform after such date (whether as an employee or an independent contractor) will decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for less than 36 months). Notwithstanding the foregoing, the employment relationship is treated as continuing while the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed 6 months, or if longer, so long as the Participant retains the right to reemployment with the Plan Sponsor or an Affiliate under an applicable statute or contract. When a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a period of at least 6 months and such impairment causes the Participant to be unable to perform the duties of his or her position or any substantially similar position, a 29-month period of absence shall be substituted for the 6-month period above.

- (b) ***Independent Contractors*** A Participant who is an independent contractor shall have a Separation from Service upon the expiration of all contracts under which services are performed for the Plan Sponsor and all Affiliates if the expiration constitute a good faith and complete termination of the contractual relationship. An expiration does not constitute a good faith and complete termination of the contractual relationship if the Plan Sponsor or an Affiliate anticipates a renewal of a contractual relationship or the independent contractor becoming an employee. For this purpose, a Plan Sponsor is considered to anticipate the renewal of the contractual relationship if the Plan Sponsor or an Affiliate intends to contract again for the services provided under the expired contract and the independent contractor has not been eliminated as a possible provider of services under any such new contract. A Plan Sponsor is considered to intend to contract again for the services provided under an expired contract if doing so is conditioned only upon incurring a need for the services, the availability of funds or both.
- (c) ***Directors*** Except as otherwise provided hereunder, a Participant who is a member of the Board shall be considered to be an

Independent Contractor for purposes of determining whether the Participant has had a Separation from Service.

- (d) **Dual Status** If a Participant provides services to the Plan Sponsor and any Affiliates as an employee and as an independent contractor, the Participant must have a Separation from Service with the Plan Sponsor and all Affiliates both as an employee and an independent contractor to have a Separation from Service. Notwithstanding the foregoing, if a Participant provides services to the Plan Sponsor and any Affiliates as an employee and as a director, (1) the services provided as a director are not taken into account in determining whether the Participant has a Separation from Service as an employee under the Plan if the Participant participates in the Plan as an employee, provided the Participant does not participate in any other nonqualified deferred compensation plan as a director that is aggregated with the Plan under Code § 409A, and (2) the services provided as an employee are not taken into account in determining whether the Participant has a Separation from Service as a director under the Plan if the Participant participates in the Plan as a director, provided the Participant does not participate in any other nonqualified deferred compensation plan as an employee that is aggregated with the Plan under Code § 409A.

1.40 Specified Employee A key employee (as defined in Code § 416(i) without regard to paragraph (5) thereof) of a Plan Sponsor or its Affiliates, any stock of which is publicly traded on an established securities market or otherwise. A Participant is a key employee if the Participant meets the requirements of Code § 416(i)(1)(A)(i), (ii) or (iii) (applied in accordance with the regulations thereunder and disregarding Code § 416(i)(5)) at any time during the 12-month period ending each December 31. If a Participant is a key employee at any time during the 12-month period ending on such December 31, the Participant is treated as a Specified Employee for the 12-month period beginning on the following April 1. Whether any stock of a Plan Sponsor or its Affiliates is publicly traded on an established securities market or otherwise must be determined as of the date of the Participant's Separation from Service. Compensation that is excludable from an employee's gross income on account of the location of the services or the location of the employer that is not effectively connected with the conduct of a trade or business within the United States shall not be treated as compensation for purposes of determining the identity of a key employee under this Section.

1.41 Spouse The individual to whom a Participant is married, or was married in the case of a deceased Participant who was married at the time of his or her death.

- 1.42 Taxable Year** The 12-consecutive-month period beginning each January 1 and ending each December 31.
- 1.43 Trust** The agreement, if any, between the Plan Sponsor and the Trustee under which assets may be delivered by the Plan Sponsor to the Trustee to offset liabilities assumed by the Plan Sponsor under the Plan. Any assets held under the terms of the Trust shall be the exclusive property of the Plan Sponsor and shall be subject to the creditor claims of the Plan Sponsor with respect to whom such Trust has been established. Participants shall have no right, secured or unsecured, to any assets held under the terms of the Trust.
- 1.44 Trustee** The institution named by the Plan Sponsor in the Trust agreement, if any, and any corporation which succeeds the Trustee by merger or by acquisition of assets or operation of law.
- 1.45 Unforeseeable Emergency** A severe financial hardship to the Participant resulting from an illness or accident of the Participant or the Participant's Spouse, Beneficiary or dependent (as defined in Code § 152 without regard to §§ 152(b)(1), (b)(2) and (d)(1)(B)), loss of the Participant's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.
- 1.46 Valuation Date** The date on which Participant Accounts under the Plan are valued. The Valuation Date shall be each business day of the Taxable Year on which the New York Stock Exchange and, if a Trust has been established in connection with the Plan, the Trustee are open for business.
- 1.47 Without Good Cause** A Participant's involuntary Separation from Service shall be without good cause if it occurs for reasons other than the Participant's commission of a crime involving dishonesty or moral turpitude (*e.g.*, fraud, theft, embezzlement, deception, *etc.*); misconduct, including but not limited to insubordinate behavior, by the Participant in the performance of his or her job duties and responsibilities; any conduct by the Participant of a nature which reflects negatively upon the Plan Sponsor or any Affiliate or which would prevent the Participant from being able to adequately perform his or her job duties and responsibilities (*e.g.*, malicious, willful and wanton, or negligent conduct, *etc.*); the Participant's failure to adequately perform his/her duties and responsibilities as such duties and responsibilities are, from time to time in the Plan Sponsor's absolute discretion, determined; and the Participant's breach of any of the Plan Sponsor's established operating policies and procedures.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

- 2.1 Eligibility** The Plan Sponsor will designate in the Adoption Agreement those persons who shall be considered Eligible Individuals under the Plan.
- 2.2 Participation** The Plan Administrator shall provide written notification to each Eligible Individual of his or her eligibility to participate in the Plan.
- 2.3 Compensation Deferral Agreement** In order to defer Compensation under the Plan for a given Taxable Year, an Eligible Individual must enter into a Compensation Deferral Agreement with the Plan Sponsor authorizing the deferral of all or part of the Participant's Compensation for such Taxable Year. With respect to Variable Pay (Sales), a Compensation Deferral Agreement will be effective for the 12-month period from April 1 to March 31. The Compensation Deferral Agreement shall also specify the method of payment for benefits under the Plan and any Interim Distribution Date that shall apply with respect to amounts credited to the Participant's Account for such period.

Upon receipt of a properly completed and executed Compensation Deferral Agreement, the Plan Administrator shall notify the Plan Sponsor to withhold that portion of the Participant's Compensation specified in the Agreement. In no event will the Participant be permitted to defer more or less than the amount(s) specified by the Plan Sponsor in the Adoption Agreement.

The Compensation Deferral Agreement shall remain in effect for the duration of the period to which it relates.

Except as provided below, a Compensation Deferral Agreement must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which services are performed for the Compensation deferred and shall be irrevocable except as otherwise provided hereunder.

- (a) **Initial Eligibility** If the Plan is established on a date other than the first day of a Taxable Year, or if an individual becomes an Eligible Individual on a date other than the first day of a Taxable Year and such individual has not at any time been eligible to participate in the Plan or any Aggregated Plan, the Compensation Deferral Agreement may be completed and returned to the Plan Sponsor within 30 days after the Effective Date or within 30 days of the Eligible Individual's initial eligibility date. In no event shall a Participant be permitted to defer Compensation with respect to services performed before the date on which the Compensation Deferral Agreement is signed by the Participant and accepted by the Plan Administrator.

- (b) **Former Participants With No Account Balance** If an Eligible Individual who is a former Participant has been paid all amounts deferred under the Plan and any Aggregated Plan and, on and before the date of the last payment, is not eligible to continue (or elect to continue) to participate in the Plan or any Aggregated Plan for periods after the last payment (other than through an election of a different time and form of payment with respect to the amounts paid), the Eligible Individual may be treated as initially eligible to participate in the Plan pursuant to subsection (a) above as of the first date following such last payment that the Eligible Individual again becomes eligible to participate in the Plan.
- (c) **Participants Ineligible for Two Years** If an Eligible Individual who is a Participant or former Participant ceases being eligible to participate in the Plan and any Aggregated Plan, regardless of whether all amounts deferred under such plans have been paid, and subsequently becomes eligible to participate in the Plan again, the Eligible Individual may be treated as being initially eligible to participate in the Plan pursuant to subsection (a) above if the Eligible Individual has not been eligible to participate in the Plan or an Aggregated Plan (other than through the accrual of earnings) at any time during the twenty-four (24) month period ending on the date the Eligible Individual again becomes eligible to participate in the Plan.
- (d) **Performance-Based Compensation** A Compensation Deferral Agreement with respect to Performance-Based Compensation may be completed and returned to the Plan Sponsor no later than the date that is six months before the end of the performance period to which the Performance-Based Compensation relates, provided the Participant performs services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, and further provided that in no event may an election to defer Performance-Based Compensation be made with respect to Compensation that has become readily ascertainable.
- (e) **Sales Commissions** Compensation Deferral Agreements made with respect to Sales Commissions must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which the customer remits payment to the Plan Sponsor or Affiliate for which the Sales Commission is paid or, if applied consistently to all similarly situated Participants, the Taxable Year in which the sale occurs.

- (f) **Investment Commissions** Compensation Deferral Agreements made with respect to Investment Commissions must be completed and returned to the Plan Sponsor prior to the first day of the Taxable Year in which falls the date that is twelve (12) months before the date as of which the overall value of the assets or asset accounts is determined for purposes of calculating the Investment Commission.

2.4 Subsequent Changes in Form of Payment A Participant may elect to change the form of payment of amounts distributable upon a Separation from Service or death, provided, however, that any such election shall be effective only if:

- (a) the election does not accelerate the time or schedule of any payment within the meaning of Code § 409A;
- (b) the election does not take effect until at least twelve 12 months after the date on which the election is made; and
- (c) except in the case of a payment to be made following death, the first payment with respect to which such election is made is deferred for a period of 5 years from the date such payment would otherwise have been made.

The Plan Administrator shall have sole and absolute discretion to decide whether such a request shall be approved but may approve no more than one such request for any Participant with respect to Compensation Deferrals and Matching and Discretionary Credits for any Taxable Year (or applicable deferral period).

2.5 Matching Credits and Discretionary Credits The Plan Sponsor may adjust the Account of a Participant with matching or discretionary credits. The amount of the Discretionary Credits and/or Matching Credits and the formula(s) for allocating such credits will be selected by the Plan Sponsor in the Adoption Agreement.

2.6 Establishing a Reserve for Plan Liabilities The Plan Sponsor may, but is not required to, establish one or more Trusts to which the Plan Sponsor may transfer such assets as the Plan Sponsor determines in its sole discretion to assist in meeting its obligations under the Plan. Any such assets shall be the property of the Plan Sponsor and remain subject to the claims of the Plan Sponsor's creditors, to the extent provided under any Trust established with respect to such Plan Sponsor. The Trustee shall have no duty to determine whether the amounts forwarded by the Plan Sponsor are the correct amount or that they have been transmitted in a timely manner.

ARTICLE III

PARTICIPANT ACCOUNTS AND REPORTS

3.1 *Establishment of Accounts* The Plan Administrator shall establish and maintain individual recordkeeping accounts and subaccounts, as applicable, on behalf of each Participant for purposes of determining each Participant's benefits under the Plan. A Participant's Account does not represent the Participant's ownership of, or any ownership interest in, any assets which may be set aside to satisfy the Plan Sponsor's obligations under the Plan.

3.2 *Account Maintenance* As of each Valuation Date, the Plan Administrator shall credit each Participant's Account with the following:

- (a) An amount equal to any Compensation Deferrals made by the Participant since the last Valuation Date;
- (b) An amount equal to any Matching Credits or Discretionary Credits, and any forfeitures, if applicable, since the last Valuation Date; and
- (c) An amount equal to deemed Investment Credits under Section 3.3 below since the last Valuation Date.

As of each Valuation Date, the Plan Administrator shall debit each Participant's Account with the following:

- (d) An amount equal to any distributions to be made from the Plan to the Participant or Beneficiary, as described below, not previously debited from the Participant's Account; and
- (e) An amount equal to deemed Investment Debits under Section 3.3 below since the last Valuation Date; and
- (f) An amount equal to any forfeitures incurred by the Participant since the last Valuation Date.

The amount of any payment to be made to a Participant or Beneficiary under the Plan will be debited from the Participant's Account as of the last Valuation Date of the month preceding the month in which the payment will be made.

3.3 *Investment Credits and Debits* The Accounts of Participants shall be adjusted for Investment Credits and Debits in accordance with this Section 3.3.

Participants shall have the right to specify one or more Benefit Benchmarks in which their Compensation Deferrals, Matching Credits and Discretionary Credits shall be deemed to be invested. The Benefit Benchmarks shall be utilized solely for purposes of adjusting their Accounts in accordance with

procedures adopted by the Plan Administrator. The Plan Administrator shall provide the Participant with a list of the available Benefit Benchmarks. From time to time, in the sole discretion of the Plan Administrator, the Benefit Benchmarks available within the Plan may be revised. All Benefit Benchmark selections must be denominated in whole percentages unless the Plan Administrator determines that lower increments are acceptable. A Participant may make changes in the manner in which future Compensation Deferrals, Matching Credits and/or Discretionary Credits are deemed to be invested among the various Benefit Benchmarks within the Plan in accordance with procedures established by the Plan Administrator. A Participant may re-direct the manner in which earlier Compensation Deferrals, Matching Credits and/or Discretionary Credits, as well as any appreciation (or depreciation) to-date, are deemed to be invested among the Benefit Benchmarks available in the Plan in accordance with procedures established by the Plan Administrator.

As of each Valuation Date, the Plan Administrator shall adjust the Account of each Participant for interest, earnings or appreciation (less losses and depreciation) with respect to the then balance of the Participant's Account equal to the actual results of the Participant's deemed Benefit Benchmark elections.

All notional acquisitions and dispositions of Benefit Benchmarks which occur within a Participant's Account, pursuant to the terms of the Plan, shall be deemed to occur at such times as the Plan Administrator shall determine to be administratively feasible in its sole discretion and the Participant's Account shall be adjusted accordingly. Accordingly, if a distribution or reallocation must occur pursuant to the terms of the Plan and all or some portion of the Account must be valued in connection with such distribution or reallocation (to reflect Investment Credits and Debits), the Plan Administrator may in its sole discretion, unless otherwise provided for in the Plan, select a date or dates which shall be used for valuation purposes.

Notwithstanding the Participant's deemed Benefit Benchmark elections under the Plan, the Plan Sponsor shall be under no obligation to actually invest any amounts in such manner, or in any manner, and such Benefit Benchmark elections shall be used solely to determine the amounts by which the Participant's Account shall be adjusted under this Article III.

3.4 Participant Statements The Plan Administrator shall provide each Participant with a statement showing the credits and debits from his or her Account during the period from the last statement date. Such statement shall be provided to Participants as soon as administratively feasible following the end of each Taxable Year and on such other dates as agreed to by the Plan Sponsor and the party maintaining Participant records.

ARTICLE IV

WITHHOLDING OF TAXES

- 4.1 *Withholding from Compensation*** For any Taxable Year in which Compensation Deferrals, Matching Credits and/or Discretionary Credits are made to or vested within the Plan (as applicable), the Plan Sponsor shall withhold the Participant's share of income, FICA and other employment taxes from the portion of the Participant's Compensation not deferred. If deemed appropriate by the Plan Sponsor, all or any portion of a benefit under the Plan may be distributed in certain instances where necessary to facilitate compliance with applicable withholding requirements to the extent such distribution would not result in adverse tax consequences under Code § 409A. The amount of any such distribution shall not exceed the amount necessary to comply with applicable withholding requirements.
- 4.2 *Withholding from Benefit Distributions*** The Plan Sponsor (or the Trustee of the Trust, as applicable) shall withhold from any payments made to a Participant under this Plan all federal, state and local income, employment and other taxes required to be withheld by the Plan Sponsor, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Plan Sponsor.

ARTICLE V

VESTING

- 5.1 *Vesting*** A Participant shall be immediately vested in (*i.e.*, shall have a non-forfeitable right to) all Compensation Deferrals credited to his or her Account, including any Investment Credits or Debits associated therewith. The Plan Sponsor shall specify in the Adoption Agreement the vesting provisions applicable to any Discretionary Credits or Matching Credits allocated to the Accounts of Participants. Upon a Distributable Event, except as otherwise provided under the Plan, any amount of the benefit payment credited to the Account of the Participant that is not vested shall be forfeited. Forfeitures incurred by a Participant shall reduce the amounts credited to a Participant's Account, but shall not be reallocated to the Accounts of other Participants unless otherwise specified in the Adoption Agreement. A distribution for a Domestic Relations Order Payment under Section 6.6 shall be made from the Account of the Participant only to the extent it is vested.

ARTICLE VI

PAYMENTS

- 6.1 *Benefits*** Except as otherwise provided under the Plan, a Participant's or Beneficiary's benefit payable under the Plan shall be based on the value of the Participant's vested Account as of the last Valuation Date of the month

preceding the month in which the benefit is paid or commences. If applicable, installment payments paid in the year of a Participant's Distributable Event shall be based on the value of the Participant's vested Account, measured on the last Valuation Date of the month preceding the month in which the installment payments commence, and shall be equal to $1/n$ (where 'n' is equal to the total number of annual benefit payments not yet distributed). Subsequent installment payments shall be computed in a consistent manner, except that the amount of installment payments in any year following the year in which installment payments commence will be based on the value of the Participant's Account as of the last Valuation Date of the preceding year. For purposes of Code § 409A, installment payments shall be treated as a single payment. Notwithstanding a Participant's election regarding the form of any payment, the Plan Sponsor shall make a De Minimis Distribution, as elected by the Plan Sponsor in the Adoption Agreement, and pay the Participant's or Beneficiary's benefit in a single lump-sum payment. In no event, will a Participant's right to a benefit under this Plan give such Participant a secured right or claim on any assets set aside by the Plan Sponsor to meet its obligations under the Plan. All payments from the Plan shall be subject to applicable tax withholding and shall commence (or be fully paid, in the event a lump sum form of distribution was selected) no later than ninety (90) days after the occurrence of the Distributable Event, except as otherwise provided herein.

6.2 Separation from Service Payment In the event of a Participant's Separation from Service, the Participant's vested Account shall be paid in the form of a cash lump sum or, if elected by the Participant, in monthly cash payments (over a period of three(3), five (5), ten (10), or fifteen (15) years.) Election of the form of the Separation from Service Payment must be provided to the Plan Administrator at the time the Participant first enters into a Compensation Deferral Agreement. A Participant shall be permitted to elect different forms of payment for a Separation from Service that occurs before the Participant attains age 55 and a Separation from Service that occurs after the Participant attains age 55.

Notwithstanding a Participant's election regarding the form of the Separation from Service Payment, the Plan Sponsor shall make a De Minimis Distribution, as elected by the Plan Sponsor in the Adoption Agreement, and pay the Participant's or Beneficiary's benefit in a single lump-sum payment.

Notwithstanding the foregoing, a distribution resulting from a Separation from Service by a Participant who is a Specified Employee on the date of Separation from Service shall be made within the ninety (90) days following the date that is 6 months after the Separation from Service or, if earlier, within the ninety (90) days following the death of the Specified Employee. The first payment made following the 6-month period described in the preceding sentence shall include all payments that otherwise would have

been made after Separation from Service but for the delay required by this paragraph.

6.3 Conflict of Interest Divestiture The Plan Administrator shall pay to a Participant all or a portion of the Participant's vested Account to the extent

- (a) necessary for any Participant who is Federal officer or employee in the executive branch to comply with an ethics agreement with the Federal government; or
- (b) reasonably necessary to avoid the violation of an applicable Federal, state or local ethics or conflicts of interest law (including when such payment is reasonably necessary to permit the Participant to participate in activities in the normal course of his or her position in which the Participant would not otherwise be able to participate under an applicable rule).

The Plan Administrator shall have complete discretion to determine whether the Participant's circumstances meet the requirements for a Conflict of Interest Divestiture and the amount of any distribution. A distribution under this Section shall be made at such time and in such form otherwise available under the Plan as shall be necessary to comply with an applicable ethics agreement or to avoid the violation of an applicable ethics or conflict of interest law.

6.4 Death Benefit In the event of the Participant's death, the Participant's vested Account shall be paid to the Participant's Beneficiary (or, if applicable, in accordance with Section 6.10). The amounts deferred by a Participant for any Taxable Year shall be paid pursuant to this Section in the form of a cash lump sum or, if elected by the Participant, in monthly cash installments over the period elected by the Participant in the Compensation Deferral Agreement for such Taxable Year, or as changed pursuant to Section 2.4.

6.5 Domestic Relations Order Payment If it is necessary to comply with a Domestic Relations Order, whether before or after the Participant has otherwise incurred a Distributable Event or commenced receiving payments from the Plan, the Plan Administrator shall pay to the Spouse, former Spouse, child, or other dependent of the Participant, as specified in the Domestic Relations Order, the amount from the Participant's vested Account required to comply with the Domestic Relations Order. The Plan Administrator shall have complete discretion to determine whether the circumstances of the Participant meet the requirements for a Domestic Relations Order Payment under this Section. If the request for a payment due to a Domestic Relations Order is approved, the distribution shall be made at such time and in such form of payment otherwise available under the Plan as shall be necessary to comply with the Domestic Relations Order.

6.6 Unforeseeable Emergency Distribution If a Participant has an Unforeseeable Emergency, as defined herein, the Plan Administrator may pay to the Participant that portion of his or her vested Account which the Plan Administrator determines is reasonably necessary to satisfy the emergency. The amounts distributed to the Participant as a result of an Unforeseeable Emergency may not exceed the amounts reasonably necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by cancellation of Compensation Deferrals pursuant to Section 7.1. A Participant requesting an Unforeseeable Emergency Distribution shall apply for the payment in writing on a form approved by the Plan Administrator and shall provide such additional information as the Plan Administrator may require. The Plan Administrator shall have complete discretion to determine whether the financial hardship of the Participant constitutes an Unforeseeable Emergency under the Plan. If, subject to the sole discretion of the Plan Administrator, the request for a withdrawal is approved, the distribution shall be made within ninety (90) days after the date of approval by the Plan Administrator.

6.7 Election to Receive Interim Distributions A Participant may make an election, at the time he or she files a Compensation Deferral Agreement for a given deferral period, to have those Compensation Deferrals to which the agreement relates paid to him or her at an Interim Distribution Date designated by the Participant. Such Compensation Deferrals, adjusted to reflect Investment Credits and Debits, shall be payable in a single cash lump sum payment within ninety (90) days after an applicable Interim Distribution Date. The Participant's selection of an Interim Distribution Date is irrevocable, except as provided in Section 2.4, and must comply with the definition of Interim Distribution Date under Section 1.24. Notwithstanding a Participant's advance election to designate Interim Distribution Dates, the amounts which would otherwise be subject to such Interim Distribution Dates shall be distributable upon a Distributable Event pursuant to the Plan, if such Distributable Event occurs prior to an applicable Interim Distribution Date. Matching Credits and Discretionary Credits shall not be payable at an Interim Distribution Date.

6.8 Payment upon Income Inclusion Under § 409A If the Plan Administrator determines at any time that the Plan fails to meet the requirements of Code § 409A with respect to a Participant, the Plan Administrator shall pay to the Participant the amount credited to the Participant's vested Account that is required to be included in income as a result of such failure.

6.9 Permissible Delay in Payments A payment may be delayed beyond the distribution date otherwise provided for under the Plan in one or more of the

circumstances below, if the Plan Sponsor so elects in the Adoption Agreement.

- (a) **Payments Subject to Code § 162(m)** A payment, including any portion thereof, will be delayed when the Plan Sponsor reasonably anticipates that its deduction with respect to such payment otherwise would be eliminated by application of Code § 162(m), provided that the payment is made either during the Participant's first Taxable Year in which the Plan Sponsor reasonably anticipates (or should reasonably anticipate) that if the payment is made during such year the deduction of such payment will not be barred by Code § 162(m) or during the period beginning with the date of the Participant's Separation from Service and ending on the later of the last day of the Plan Sponsor's taxable year in which the Participant has a Separation from Service or the 15th day of the third month following the Participant's Separation from Service, and provided further that when any scheduled payment to a Participant in the Plan Sponsor's taxable year is delayed in accordance with this Section, all scheduled payments to such Participant that could be delayed in accordance with this Section are also delayed. When a payment is delayed to a date on or after the Participant's Separation from Service, the payment shall be treated as a payment upon a Separation from Service and, in the case of a Specified Employee, the date that is 6 months after a Participant's Separation from Service is substituted for any reference to a Participant's Separation from Service in the foregoing provisions of this Section.
- (b) **Violation of Federal Securities Laws or Other Applicable Law** A payment will be delayed when the Plan Sponsor reasonably anticipates that the making of the payment will violate Federal securities laws or other applicable law, provided that the payment will be made at the earliest date at which the Plan Sponsor reasonably anticipates that the making of the payment will not cause such violation. The making of a payment that would cause inclusion in gross income or the application of any penalty provision or other provision of the Code is not treated as a violation of applicable law.

6.10 Beneficiary Designation A Participant shall have the right to designate a Beneficiary and to amend or revoke such designation at any time in writing. Such designation, amendment or revocation shall be effective upon receipt by the Plan Administrator. If the Beneficiary is a minor or incompetent, benefits may be paid to a legal guardian, trustee, or other proper representative of the Beneficiary, and such payment shall completely discharge the Plan Sponsor and the Plan of all further obligations hereunder.

If no Beneficiary designation is made, or if the Beneficiary designation is held invalid, or if no Beneficiary survives the Participant and benefits are determined to be payable following the Participant's death, the Plan Administrator shall direct that payment of benefits be made to the person or persons in the first of the below categories in which there is a survivor. The categories of successor beneficiaries, in order, are as follows:

- (a) Participant's Spouse;
- (b) Participant's Domestic Partner, if elected by the Plan Sponsor in the Adoption Agreement;
- (c) Participant's descendants, *per stirpes* (eligible descendants shall be determined by the intestacy laws of the state in which the decedent was domiciled);
- (d) Participant's parents;
- (e) Participant's brothers and sisters (including step brothers and step sisters); and
- (f) Participant's estate.

6.11 Claims Procedure Any person who claims entitlement to a benefit that has not been timely paid under the terms of the Plan shall submit a claim to the Plan Administrator in writing. The Plan Administrator has complete discretion and authority to interpret and construe any provision of the Plan, and its decisions regarding claims for benefits hereunder are final and binding.

- (a) **Presentation of Claim.** Any Participant, Beneficiary or person claiming benefits under the Plan (such Participant, Beneficiary or other person being referred to below as a "Claimant") may deliver to the Plan Administrator a written claim for a determination with respect to benefits distributable to such Claimant from the Plan. The claim must state with particularity the determination desired by the Claimant.

Any claim by a Participant that a payment made under the Plan is less than the amount to which the Participant is entitled must be made in writing pursuant to the foregoing provisions of this Section within 180 days after the date of such payment. Notwithstanding any other provision of the Plan, including the provisions of Section 5.1, a Participant shall forfeit all rights to any amounts claimed if the Participant fails to make claim as provided in the preceding sentence.

(b) **Notification of Decision** The Plan Administrator shall consider a Claimant's claim within a reasonable time, and shall notify the Claimant in writing:

- (i) that the Claimant's requested determination has been made, and that the claim has been allowed in full; or
- (ii) that the Plan Administrator has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:
 - (1) the specific reason(s) for the denial of the claim, or any part of it;
 - (2) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;
 - (3) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary;
 - (4) a description of the claim review procedure set forth in Section 6.12(c) below, including information regarding any applicable time limits and a statement regarding the Claimant's right to bring an action under ERISA § 502(a) following an adverse determination on review; and
 - (5) if the decision involved the Disability of the Participant, information regarding whether an internal rule or procedure was relied upon in making its decision and that the Claimant can request a copy of such rule or procedure, free of charge, upon request.

The Plan Administrator will notify the Claimant of an adverse decision within ninety (90) days after the date the claim was received, unless the Plan Administrator determines there are special circumstances that require an extension of time in which to make a decision. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 90-day period. The notice will include a description of the special circumstances requiring an extension of time and an estimate of the date it expects a decision to be made. The extension shall not exceed an additional 90-day period.

If the adverse decision relates to a claim involving the Disability of the Participant, the Plan Administrator will notify the Claimant of an adverse decision within forty-five (45) days after the date the claim was received, unless the Plan Administrator determines that matters beyond its control require an extension of time in which to make a decision. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 45-day period. The notice will include a description of the circumstances necessitating the extension and an estimate of the date it expects a decision to be made. The extension shall not exceed an additional 30-day period unless, within the 30-day period the Plan Administrator again determines that more time is needed due to matters beyond its control, in which case notice of the need for not more than an additional thirty (30) days is provided to the Claimant before the first 30-day period expires. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made. Any extension notice will include information regarding the standards on which a determination of Disability will be made, the outstanding issues which prevent a decision from being made, and any additional information which is needed in order to reach a decision. The Claimant will have forty-five (45) days to supply any additional information.

If the Plan Administrator notifies the Claimant of the need for an extension of time to make a decision regarding his or her claim in accordance with this Section 6.12(b), and the extension is needed due to the Claimant's failure to provide information necessary to decide the claim, the period of time in which the Plan Administrator must make a decision does not include the time between the date the notice of the extension was sent to the Claimant and the date the Claimant responds to the request for additional information.

(c) **Review of a Denied Claim** Within sixty (60) days after receiving a notice from the Plan Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Plan Administrator a written request for a review of the denial of the claim. During the 60-day review period, the Claimant (or the Claimant's duly authorized representative):

(i) may review relevant documents;

(ii) may submit written comments or other documents relating to the claim;

(iii) may request access to and copies of all relevant documents, free of charge;

(iv) may request a hearing, which the Plan Administrator, in its sole discretion, may grant.

The Plan Administrator will consider all documents and other information submitted by the Claimant in reviewing its previous decision, including documents not available to or considered by it during its initial determination.

If the appeal relates to a determination of the Plan Administrator involving the Disability of the Participant, the Claimant will have one-hundred-eighty (180) days following receipt of a denial to file a written request for review. In such event, no deference shall be given to the initial benefit determination, and the review shall be conducted by an appropriate fiduciary who is someone other than the individual who made the initial determination or a subordinate of such individual. If the initial determination was based in whole or in part on a medical judgment, the reviewer shall consult with an appropriately trained and experienced health care professional, and shall disclose the identity of any experts who provided advice with regard to the initial decision. The health care professional whose advice is sought during the appeal process will not be an individual who was consulted during the initial determination, nor a subordinate of such an individual.

(d) **Decision on Review** The Plan Administrator shall render its decision on review promptly, and not later than sixty (60) days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Plan Administrator's decision must be rendered within one-hundred-twenty (120) days after such date. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 60-day period. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made. Such decision must be written in a manner calculated to be understood by the Claimant, and if the decision on review is adverse it must contain:

(i) specific reasons for the decision;

(ii) specific reference(s) to the pertinent Plan provisions upon which the decision was based;

- (iii) a statement that the Claimant may receive, upon request and free of charge, access to and copies of relevant documents and information;
- (iv) a statement describing any voluntary appeal procedures under the Plan and the Claimant's right to bring an action under ERISA § 502(a);
- (v) if the decision involved the Disability of the Participant, information regarding whether an internal rule or procedure was relied upon in making its decision and that the Claimant can request a copy of such rule or procedure, free of charge, upon request;
- (vi) if the decision involved the Disability of the Participant, a statement that the Claimant and the Plan may have other voluntary alternative dispute resolution options, such as mediation, and that the Claimant may find out what options are available by contacting the local U.S. Department of Labor Office and the state insurance regulatory agency; and
- (vii) such other matters as the Plan Administrator deems relevant.

If the appeal involves the Disability of the Participant, the decision of the Plan Administrator will be made within forty-five (45) days after the filing of the written request for review, unless special circumstances require additional time, in which case the Plan Administrator's decision will be made within ninety (90) days after the date the request was filed. If an extension of time is needed, the Plan Administrator shall notify the Claimant of the extension before the expiration of the original 45-day period. The notice will include a description of the circumstances requiring the extension and an estimate of the date it expects a decision to be made.

If the Plan Administrator notifies the Claimant of the need for an extension of time to make a decision regarding his or her appeal in accordance with this Section 6.12(d), and the extension is needed due to the Claimant's failure to provide information necessary to decide the appeal, the period of time in which the Plan Administrator must make a decision does not include the time between the date the notice of the extension was sent to the Claimant and the date the Claimant responds to the request for additional information.

- (e) ***Disputed Payments under Code § 409A*** If the Plan Sponsor or any Affiliate fails to make a payment, in whole or in part, that is payable as of a date specified under the terms of the Plan, the

payment will be treated as made upon the date specified under the Plan for purposes of Code § 409A if the Claimant accepts the portion (if any) of the payment that the Plan Sponsor or Affiliate is willing to make (unless such acceptance will result in a relinquishment of the claim to all or part of the remaining amounts), makes prompt and reasonable good faith efforts to collect the remaining portion of the payment, and any further payment (including payment of a lesser amount that satisfies the obligation to make the payment) is made no later than the end of the first calendar year in which the Claimant and the Plan Sponsor or Affiliate enter into a legally binding settlement of such dispute, the Plan Sponsor or Affiliate concedes the amount is payable or the Plan Sponsor or Affiliate is required to make such payment pursuant to a final, binding and nonappealable judgment or other binding decision. For purposes of this Section, efforts to collect a payment will be presumed not to be prompt, reasonable, good faith efforts unless the Claimant provides notice to the Plan Administrator within 90 days of the latest date upon which a payment could have been timely made in accordance with the terms of the Plan and unless, if not paid, the claimant takes further enforcement measures within 180 days after such latest date.

ARTICLE VII

CANCELLATION OF DEFERRALS

- 7.1 *Unforeseeable Emergency*** If a Participant has an Unforeseeable Emergency, as defined herein, the Plan Administrator may cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made pursuant to the Participant's current Compensation Deferral Agreement if reasonably necessary to satisfy the Participant's financial hardship subject to the standards and requirements for an Unforeseeable Emergency Distribution set forth in Section 6.7. If a Participant receives a hardship distribution from a qualified plan of the Plan Sponsor pursuant to Code § 401(k)(2)(B)(IV), the Plan Administrator shall cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made pursuant to the Participant's current Compensation Deferral Agreement, and the Participant will be prohibited from making Compensation Deferrals under the Plan for at least six (6) months after receipt of the hardship distribution or such longer period as may be prescribed by the qualified plan. The Participant's eligibility for Employer Matching Credits and/or Employer Discretionary Credits shall be similarly canceled, and the Participant shall be eligible to defer Compensation again at a later time only as provided under Article II.
- 7.2 *Disability*** The Plan Administrator may cancel all future Compensation Deferrals pertaining to Compensation not yet earned and required to be made

pursuant to a Participant's current Compensation Deferral Agreement if the Participant becomes disabled. For purposes of this Section, a Participant becomes disabled if the Participant has a medically determinable physical or mental impairment that causes him to be unable to perform the duties of his position or any substantially similar position and such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months. Such cancellation must be made, if at all, by the end of the Taxable Year in which (or, if later, by the fifteenth day of the third month after) the Participant becomes disabled. The Participant shall be eligible to defer Compensation again at a later time only as provided under Article II.

ARTICLE VIII

PLAN ADMINISTRATION

8.1 *Appointment* The Plan Administrator shall serve at the pleasure of the Board, which shall have the right to remove the Plan Administrator at any time. The Plan Administrator shall have the right to resign upon thirty (30) days' written notice to the Board.

8.2 *Duties of Plan Administrator* The Plan Administrator shall be responsible to perform all administrative functions of the Plan. These duties include but are not limited to:

- (a) Communicating with Participants in connection with their rights and benefits under the Plan;
- (b) Reviewing Benefit Benchmark elections received from Participants;
- (c) Arranging for the payment of taxes (including income tax withholding), expenses and benefit payments to Participants under the Plan;
- (d) Filing any returns and reports due with respect to the Plan;
- (e) Interpreting and construing Plan provisions and settling claims for Plan benefits;
- (f) Serving as the Plan's designated representative for the service of notices, reports or claims (other than service of legal process);
- (g) Employing any agents such as accountants, auditors, attorneys, actuaries or other professionals as it deems necessary in the performance of its duties.

8.3 *Plan Sponsor* The Plan Sponsor has sole responsibility for the establishment and maintenance of the Plan. The Plan Sponsor through its Board or the

Executive Committee of the Board shall have the power and authority to appoint and remove the Plan Administrator and Trustee. The Plan Sponsor may delegate any of its powers to the Plan Administrator, Board member or a committee of the Board.

8.4 *Administrative Fees and Expenses* All reasonable costs, charges and expenses incurred by the Plan Administrator or the Trustee in connection with the administration of the Plan or the Trust shall be paid by the Plan Sponsor. If not so paid, such costs, charges and expenses shall be charged to the Trust, if any, established in connection with the Plan. The Trustee shall be specifically authorized to charge its fees and expenses directly to the Trust. If the Trust has insufficient liquid assets to cover the applicable fees, the Trustee shall have the right to liquidate assets held in the Trust to pay any fees or expenses due. Notwithstanding the foregoing, no Compensation other than reimbursement for expenses shall be paid to a Plan Administrator who is an employee of the Plan Sponsor.

8.5 *Plan Administration and Interpretation* The Plan Administrator shall have complete discretionary control and authority to determine the rights and benefits and all claims, demands and actions arising out of the provisions of the Plan or any Participant, Beneficiary, deceased Participant, or other person having or claiming to have any interest under the Plan. The Plan Administrator shall have complete discretion to interpret the Plan and to decide all matters under the Plan. Such interpretation and decision shall be final, conclusive, and binding on all Participants and any person claiming under or through any Participant. Any individual serving as Plan Administrator who is a Participant will not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Plan Administrator shall be entitled to rely on information furnished by a Participant, a Beneficiary, the Plan Sponsor, or other party. The Plan Administrator shall have the responsibility for complying with any reporting and disclosure requirements of ERISA.

8.6 *Powers, Duties, Procedures* The Plan Administrator shall have such powers and duties, may adopt such rules, may act in accordance with such procedures, may appoint such officers or agents, may delegate such powers and duties, may receive such reimbursement and compensation, and shall follow such claims and appeal procedures with respect to the Plan as it may establish, each consistently with the terms of the Plan.

8.7 *Information* To enable the Plan Administrator to perform its functions, the Plan Sponsor shall supply full and timely information to the Plan Administrator on all matters relating to the Compensation of Participants, their employment, retirement, death, Separation from Service, and such other pertinent facts as the Plan Administrator may require.

8.8 Indemnification of Plan Administrator The Plan Sponsor agrees to indemnify and to defend to the fullest extent permitted by law any officers(s), employee(s) or Board members who serve a Plan Administrator (including any such individual who formerly served as Plan Administrator) against all liabilities, damages, costs and expenses (including reasonable attorneys' fees and amounts paid in settlement of any claims approved by the Plan Sponsor) occasioned by any act or omission to at in connection with the Plan, if such act or omission is in good faith.

ARTICLE IX

TRUST FUND

- 9.1 Trust** The Plan Sponsor may establish a Trust for the purpose of accumulating assets which may, but need not be used, by the Plan Sponsor to satisfy some or all of its financial obligations to provide benefits to Participants under this Plan. Any trust created under this Section 9.1 shall be domiciled in the United States of America, and no assets of the Plan shall be held or transferred outside the United States. All assets held in the Trust shall remain the exclusive property of the Plan Sponsor and shall be available to pay creditor claims of the Plan Sponsor in the event of insolvency, to the extent provided under any Trust established with respect to such Plan Sponsor. The assets held in Trust shall be administered in accordance with the terms of the separate Trust Agreement between the Trustee and the Plan Sponsor.
- 9.2 Unfunded Plan** In no event will the assets accumulated by the Plan Sponsor in the Trust be construed as creating a funded Plan under the applicable provisions of ERISA or the Code, or under the provisions of any other applicable statute or regulation. Any funds set aside by the Plan Sponsor in Trust shall be administered in accordance with the terms of the Trust.
- 9.3 Assignment and Alienation** No Participant or Beneficiary of a deceased Participant shall have the right to anticipate, assign, transfer, sell, mortgage, pledge or hypothecate any benefit under this Plan. The Plan Administrator shall not recognize any attempt by a third party to attach, garnish or levy upon any benefit under the Plan except as may be required by law.

ARTICLE X

AMENDMENT AND PLAN TERMINATION

- 10.1 Amendment** The Plan Sponsor identified in Section I of the Adoption Agreement, through its Board or the Executive Committee of the Board, shall have the right to amend this Plan without the consent of any Participant or Beneficiary hereunder, provided that no such amendment shall have the effect of reducing any of the vested benefits to which a Participant or Beneficiary has accrued a right as of the effective date of the amendment.

Notwithstanding the foregoing, the Plan Sponsor identified in Section I of the Adoption Agreement, through its Board or the Executive Committee of the Board, shall have the right to amend this Plan in any manner whatsoever without the consent of any Participant or Beneficiary to comply with or avoid the application of the requirements of Code § 409A and any binding guidance thereunder to avoid adverse tax consequences or to preserve the favorable tax treatment of benefits paid or payable under the Plan even if such amendment has the affect of reducing a vested benefit or existing right of a Participant or Beneficiary hereunder.

10.2 *Plan Termination* The Plan Sponsor identified in Section I of the Adoption Agreement, through its Board or the Executive Committee of its Board, may terminate or discontinue the Plan in whole or in part at any time. No further Discretionary Credits or Matching Credits shall be made following Plan Termination, and no further Compensation Deferrals shall be permitted after the Taxable Year in which the Plan Termination occurs, except that the Plan Sponsor shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as of the effective date of termination (following any adjustments to such Accounts in accordance with Article III hereof). If the Plan is terminated in accordance with this Section 10.2, the Plan Administrator shall make distribution of the Participant's vested benefit upon the occurrence of a Distributable Event with respect to a Participant. A Participant's vested benefit shall be adjusted to reflect Investment Credits and Debits for all Valuation Dates between Plan Termination and the occurrence of a Participant's Distributable Event.

10.3 *Plan Termination Following a Change in Control Event* If, as elected by the Plan Sponsor in the Adoption Agreement:

- (a) a Change in Control Event constitutes a Plan Termination; or
- (b) within the 30 days preceding or the 12 months following a Change in Control Event, the Plan Sponsor takes irrevocable action to terminate the Plan,

the Plan will be terminated and liquidated with respect to the Participants of each corporation that experienced the Change in Control Event. The Plan will be terminated under this Section 10.3 only if all other arrangements sponsored by the Plan Sponsor experiencing the Change in Control Event that would be aggregated with the Plan as a single plan under Code § 409A are also terminated, so all participants under such aggregated arrangements are required to receive all amounts of compensation deferred under the terminated arrangements within 12 months after the date the Plan Sponsor takes all necessary action to terminate the Plan and the other arrangements. For purposes of this Section 10.3, when the Change of Control Event results from an asset purchase transaction, the applicable Plan Sponsor with the discretion to

terminate the Plan and the other arrangements is the Plan Sponsor that is primarily liable immediately after the transaction for the payment of deferred compensation. Upon a Plan Termination Following a Change in Control Event, no further Compensation Deferrals or Employer Discretionary Credits or Employer Matching Credits shall be made, and the Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as soon as practicable following date on which the Plan Sponsor irrevocably takes all necessary action to terminate the Plan (following any final adjustments to such Accounts in accordance with Article III hereof), but not later than 12 months following such date.

10.4 *Plan Termination Following a Corporate Dissolution* The Plan Sponsor, through its Board or the Executive Committee of the Board, in its discretion may terminate and liquidate the Plan and make the payments provided below within 12 months after a Corporate Dissolution provided that the value of the Participants' vested benefits is included in the Participants' gross incomes in the latest of the following years (or, if earlier, the year in which the amount is actually or constructively received):

- (a) the calendar year in which the Plan Termination occurs;
- (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or
- (c) the first calendar year in which the payment is administratively practicable.

Upon a Plan Termination Following a Corporate Dissolution, no further Compensation Deferrals or Employer Discretionary Credits or Employer Matching Credits shall be made, and the Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as of the effective date of termination (following any final adjustments to such Accounts in accordance with Article III hereof).

10.5 *Plan Termination in Connection with Termination of Certain Similar Arrangements* The Plan Sponsor, through its Board or the Executive Committee of the Board, in its discretion may terminate the Plan and make the distribution provided below provided that

- (a) the termination does not occur proximate to a downturn in the financial health of the Plan Sponsor and its Affiliates;
- (b) the Plan Sponsor terminates all other arrangements that would be aggregated with the Plan as a single plan under Code § 409A if the same Participant had deferrals of compensation under all of the other arrangements;

- (c) no payments in liquidation of the Plan are made within 12 months after the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan, other than payments that would be payable under the terms of the Plan if action to terminate the Plan had not occurred;
- (d) all payments are made within 24 months after the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan; and
- (e) neither the Plan Sponsor nor any Affiliate adopts a new plan that would be aggregated with any terminated plan or arrangement under the definition of what constitutes a plan for purposes of Code § 409A if the same Participant participated in both arrangements, at any time within 3 years following the date the Plan Sponsor takes all necessary action to irrevocably terminate the Plan.

Upon a Plan Termination in Connection with the Termination of Certain Similar Arrangements, no further Employer Discretionary Credits or Employer Matching Credits shall be made, and no further Compensation Deferrals shall be made after the Taxable Year in which the Plan Termination in Connection with the Termination of Certain Similar Arrangements occurs. The Plan Administrator shall be responsible to pay any benefit attributable to vested amounts credited to the Participant's Account as soon as practicable after distributions are permissible under Code § 409A (following any final adjustments to such Accounts in accordance with Article III hereof).

10.6 Effect of Payment The full payment of the balance of a Participant's vested Account under the provisions of the Plan shall completely discharge all obligations to a Participant and his designated Beneficiaries under this Plan and each of the Participant's Compensation Deferral Agreements shall terminate.

ARTICLE XI

MISCELLANEOUS

11.1 Total Agreement This Plan document and the executed Adoption Agreement, Compensation Deferral Agreement, Beneficiary designation and other administration forms shall constitute the total agreement or contract between the Plan Sponsor and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by a Participant or Beneficiary. The Plan Sponsor or Plan Administrator shall have the right to establish such procedures as are necessary for the administration or operation of the Plan or Trust, and such procedures shall also be considered a part of the Plan unless clearly contrary to the express provisions thereof.

- 11.2 *Employment Rights*** Neither the establishment of this Plan nor any modification thereof, nor the creation of any Trust or Account, nor the payment of any benefits, shall be construed as giving a Participant or other person a right to employment with the Plan Sponsor or any Affiliate or any other legal or equitable right against the Plan Sponsor or any Affiliate except as provided in the Plan. In no event shall the terms of employment of any Eligible Individual be modified or in any way be affected by the Plan.
- 11.3 *Non-Assignability*** None of the benefits, payments, proceeds or claims of any Participant or Beneficiary shall be subject to attachment or garnishment or other legal process by any creditor of such Participant or Beneficiary, nor shall any Participant or Beneficiary have the right to alienate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which he or she may expect to receive, contingently or otherwise under the Plan.
- 11.4 *Binding Agreement*** Any action with respect to the Plan taken by the Plan Administrator or the Plan Sponsor or the Trustee or any action authorized by or taken at the direction of the Plan Administrator, the Plan Sponsor or other authorized party shall be conclusive upon all Participants and Beneficiaries entitled to benefits under the Plan.
- 11.5 *Receipt and Release*** Any payment to any Participant or Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan Sponsor, the Plan Administrator and the Trustee under the Plan, and the Plan Administrator may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect. If any Participant or Beneficiary is determined by the Plan Administrator to be incompetent by reason of physical or mental disability (including not being the age of majority) to give a valid receipt and release, the Plan Administrator may cause payment or payments becoming due to such person to be made to a legal guardian, trustee, or other proper representative of the Participant or Beneficiary without responsibility on the part of the Plan Administrator, the Plan Sponsor or the Trustee to follow the application of such funds.
- 11.6 *Furnishing Information*** A Participant or Beneficiary will cooperate with the Plan Administrator or any representative thereof by furnishing any and all information requested by the Plan Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Plan Administrator may deem necessary.
- 11.7 *Compliance with Code § 409A*** Notwithstanding any provision of the Plan to the contrary, all provisions of the Plan will be interpreted and applied to comply with the requirements of Code § 409A and any regulations and applicable binding guidance so as to avoid adverse tax consequences. No provision of

the Plan, however, is intended or shall be interpreted to create any right with respect to the tax treatment of the amounts paid or payable hereunder, and neither the Plan Sponsor nor any Affiliate shall under any circumstances have any liability to a Participant or Beneficiary for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Code § 409A.

11.8 Insurance The Plan Sponsors, on their own behalf or on behalf of the trustee of the Trust, and, in their sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as they may choose. The Plan Sponsors or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Plan Sponsor shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to which the Plan Sponsor have applied for insurance.

11.9 Governing Law Construction, validity and administration of this Plan shall be governed by applicable Federal law and applicable state law in which the principal office of the Plan Sponsor is located, without regard to the conflict of law provisions of such state law. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

11.10 Headings and Subheadings Headings and subheadings in this Plan are inserted for convenience only and are not to be considered in the interpretation of the provisions hereof.

NONQUALIFIED DEFERRED COMPENSATION PLAN

ADOPTION AGREEMENT

The Plan Sponsor named below hereby establishes a Nonqualified Deferred Compensation Plan for Eligible Individuals as provided in this Adoption Agreement and the Basic Plan Document.

ARTICLE XII Plan Sponsor Information

12.1 Name and Address of Plan Sponsor:

Great-West Life & Annuity Insurance Company
8515 E. Orchard Road
Greenwood Village, Colorado 80111

12.2 Plan Name: 2005 Nonqualified Deferred Compensation Plan

12.3 Telephone Number: (303) 737-3000

12.4 Tax ID Number: 84-0467907

12.5 Tax Year End: December 31

ARTICLE XIII Definitions

13.1 Compensation Shall mean (*select one or more*):

- (a) Regular Salary
- (b) Bonuses (Annual - not to include any amount earned under any other incentive plan, program or award)
- (c) Variable Pay (Sales)
- (d) Commissions
- (e) Performance-Based Compensation
- (f) Director Fees

13.2 Domestic Partner Shall mean (*select one*):

- (a) An individual over age 18 in a committed relationship with the Participant which relationship includes the following characteristics: the parties have shared the same regular and permanent residence for at least six (6) months; neither party is legally married to any other person; the parties have no blood relationship that would preclude marriage; both parties have attained the age of legal majority in their state of residence; and the parties are financially interdependent.
- (b) An individual who satisfies the following criteria:
Has been registered with the Plan Sponsor in accordance with the procedure for such registration established by the Plan Sponsor.
- (c) The Plan does not recognize Domestic Partners.

13.3 Interim Distribution Date Shall mean (*select one*):

- (a) The first day of the Taxable Year in which falls the date that is three (3), five (5) or ten (10) years, as selected by the Participant at the time he or she files a Compensation Deferral Agreement, after the date on which the Compensation deferred under the Compensation Deferral Agreement would otherwise be payable, upon which a distribution shall be made in accordance with Section 6.8 of the Plan document.
- (b) The first day of the Taxable Year selected by the Participant at the time he or she files a Compensation Deferral Agreement.

13.4 De Minimis Distributions (*select one*):

- (a) The Plan Sponsor shall not make De Minimis Distributions.
- (b) The Plan Sponsor shall make De Minimis Distributions, and, notwithstanding the Participant's election regarding the Separation from Service Payment, the Plan Sponsor shall pay the Participant's benefit in a single lump sum payment, provided that:
 - (i) the payment accompanies the termination and liquidation of the entirety of the Participant's interest in the Plan and all Aggregated Plans, and
 - (ii) the payment is not greater than (*select one*):

- (1) \$ _____ (select an amount no greater than the current applicable dollar limit under Code section 402(g)(1)(B)) (\$15,500 for 2007) (the "Applicable Dollar Limit"), or
- (2) The Applicable Dollar Limit, as adjusted, for the Taxable Year in which the payment occurs.

13.5 Effective Date This is a (select one):

- (a) New Plan. The effective date of this new Plan is _____
- (b) Restatement of an existing Plan. The Plan was originally effective as of June 1, 1999. The effective date of this restated Plan document and Adoption Agreement is January 1, 2008. This restated Plan document and Adoption Agreement apply to all amounts (select 1 or 2 and, if applicable, 3)
- (i) deferred in taxable years beginning after December 31, 2004. An amount is considered deferred as of any date for purposes of this Section if the Participant has a legally binding right to be paid the amount and the right to the amount is earned and vested.
- (ii) _____
- (iii) Notwithstanding the foregoing, this restated Plan document and Adoption Agreement will not apply to the following amounts (describe, if applicable): _____

ARTICLE XIV Eligibility

The Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of §§201(2) and 301(a)(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan Sponsor should consult with counsel regarding eligibility under the "select group" standard.

An individual shall be an Eligible Individual as follows (select one or more):

- 14.1** If he or she is designated as an Eligible Individual by the President and C.E.O.
- 14.2** If he or she is designated, in writing, as an Eligible Individual by the Plan Administrator. The Plan Administrator will not vote or act on

any matter regarding eligibility that relates solely to himself or herself.

14.3 [X] If he or she occupies one of the following positions:

Great-West Life & Annuity Company Vice Presidents and above; Management Grade sales employees; High level sales independent contributors

14.4 [] If his or her Compensation for a Taxable Year is expected to be greater than \$ _____

14.5 [] If he or she is an Eligible Individual, as defined in III (a), (b) (c) or (d) above, of an Additional Adopting Plan Sponsor as listed on Exhibit A attached to this Adoption Agreement and is otherwise defined as an Eligible Individual under the Plan.

ARTICLE XV Compensation Deferrals (select one or more):

15.1 [X] A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a minimum of (select one or more):

- (a) [X] 5 % of a Participant's Regular Salary
- (b) [X] 5 % of a Participant's Bonus
- (c) [X] 5 % of a Participant's Variable Pay (Sales)
- (d) [] % of a Participant's Commissions
- (e) [X] 5 % of a Participant's Performance-Based Compensation
- (f) [] % of a Participant's Director Fees

15.2 *more*: A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a maximum of (*select one or more*):

- (a) 90 % of a Participant's Regular Salary
- (b) 90 % of a Participant's Bonus
- (c) 90 % of a Participant's Variable Pay (Sales)
- (d) % of a Participant's Commissions
- (e) 90 % of a Participant's Performance-Based Compensation
- (f) % of a Participant's Director Fees

15.3 *more*: A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a minimum of (*select one or more*):

- (a) \$ 2,500 of a Participant's Regular Salary
- (b) \$ of a Participant's Bonus
- (c) \$ of a Participant's Variable Pay (Sales)
- (d) \$ of a Participant's Commissions
- (e) \$ of a Participant's Performance-Based Compensation
- (f) \$ of a Participant's Director Fees

15.4 *more*: A Participant's Compensation Deferrals with respect to a Taxable Year shall be limited to a maximum of (*select one or more*):

- (a) \$ of a Participant's Regular Salary
- (b) \$ of a Participant's Bonus
- (c) \$ of a Participant's Variable Pay (Sales)
- (d) \$ of a Participant's Commissions
- (e) \$ of a Participant's Performance-Based Compensation
- (f) \$ of a Participant's Director Fees

ARTICLE XVI Matching Credits

16.1 Matching Credits shall be determined in accordance with one or more of the following methods (*select one or more*):

(a) The Plan Sponsor shall credit to the Account of each Participant _____% of such Participant's Compensation Deferrals. Matching Credits shall be made based on Compensation Deferrals made each (*select one*):

- (i) Pay Period
- (ii) Taxable Year
- (iii) Other (*specify*):

(b) The Plan Sponsor shall credit to the Account of each Participant _____% of such Participant's Compensation Deferrals that do not exceed _____% the Participant's Compensation, plus _____% of the Participant's Compensation Deferrals that exceed _____% of such Participant's Compensation but do not exceed _____% of the Participant's Compensation. Matching Credits shall be made based on Compensation Deferrals made each (*select one*):

- (i) Pay Period
- (ii) Taxable Year
- (iii) Other (*specify*):

(c) An amount determined and made at a time in the discretion of the Plan Sponsor.

16.2 Limitations on Matching Credits.

(a) The Matching Credit shall not exceed \$_____ for any Participant.

(b) The Plan Sponsor shall not provide a Matching Credit for any Compensation Deferral in excess of _____% of the Participant's Compensation.

16.3 Eligibility for Matching Credit (*select one or more*):

(a) All Participants who have completed at least _____ Hours of Employment during the Taxable Year. The term "Hours of Employment" is defined as:

(b) All Participants employed on the last day of a Taxable Year.

(c) All Participants who satisfy the following conditions:

(d) No eligibility conditions. All Participants who make Compensation Deferrals are eligible for Matching Credits.

ARTICLE XVII Discretionary Credits

17.1 Amount of Discretionary Credit (*select one or more*):

(a) An amount determined at the discretion of the Plan Sponsor, which need not be uniform as to Participants.

(b) An amount determined by the following formula:

17.2 Eligibility for Discretionary Credit (*select one or more*):

(a) All Participants who have completed at least _____Hours of Employment during the Taxable Year. (*The term "Hours of Employment" must be defined above.*)

(b) All Participants employed on the last day of a Taxable Year.

(c) All Participants who satisfy the following conditions:

(d) No eligibility conditions. All Participants who are Eligible Individuals of the Plan Sponsor during the Taxable Year are eligible for Discretionary Credits.

ARTICLE XVIII

Vesting and Forfeitures (select one or more):

- 18.1 [X] A Participant’s entire Account shall be 100% vested at all times.
- 18.2 [] A Participant’s vesting schedule can be accelerated at the discretion of the Plan Administrator if such a change in vesting schedule is in writing. The Plan Administrator will not vote or act on any matter regarding Vesting and Forfeitures that relates solely to himself or herself.
- 18.3 [] The Participant shall at all times be one-hundred percent (100%) vested in his or her Compensation Deferrals, as well as in any hypothetical appreciation (or depreciation) specifically attributable to such Compensation Deferrals due to Investment Credits and Debits. The Participant shall vest in Matching Credits and/or Discretionary Credits, as well as in any hypothetical appreciation (or depreciation) specifically attributable to such amounts due to Investment Credits and Debits, pursuant to the vesting schedule shown below.

Years of Service	Vesting Percentage
_____	%
_____	%
_____	%
_____	%
_____	%

For purposes of the above schedule, a Participant shall earn a “Year of Service” as follows:

- 18.4 [] A Participant’s entire Account shall become 100% vested upon (select one or more):
 - (a) [] The Participant’s death while employed.
 - (b) [] The Participant’s Disability while employed.
 - (c) [] The Participant’s attainment of age _____ while employed.
 - (d) [] A Plan Termination Following a Change in Control Event, if applicable.
 - (e) [] A Conflict of Interest Divestiture.

(f) The Participant's involuntary Separation from Service Without Good Cause by the Plan Sponsor.

18.5 A Participant who is otherwise vested in accordance with this Section VII shall nevertheless forfeit his or her vested Account (other than Compensation Deferrals and any hypothetical appreciation or depreciation specifically attributable to such Compensation Deferrals) under the following circumstances (please specify):

18.6 Any forfeitures under the Plan shall be credited to the Account of each Participant other than the Participant whose Account generated the forfeiture in the same proportion that each such Participant's Account as of the end of the Taxable Year in which the forfeiture occurred bears to the Accounts of all such Participants as of the same date.

ARTICLE XIX **Delay in Payment (select one or more):**

An amount otherwise required to be paid under the Plan shall be delayed if the payment

19.1 Is subject to Code §162(m).

19.2 Violates federal securities laws or certain other applicable law.

ARTICLE XX **Change in Control Event**

20.1 A Change in Control Event shall be defined as (*election applies only to Plan Sponsors that are corporations; select one or more*):

(a) A Change in Ownership of the Corporation.

(b) A Change in the Effective Control of the Corporation.

(c) A Change in Ownership of a Substantial Portion of a Corporation's Assets.

20.2 The occurrence of a Change in Control Event shall (*select one*):

- (a) not, under any circumstances, including the discretion of the Plan Sponsor, constitute a Plan Termination Following a Change in Control Event.
- (b) constitute a Plan Termination Following a Change in Control Event.
- (c) may constitute a Plan Termination Following a Change in Control Event, at the discretion of the Plan Sponsor, within 12 months after a Change in Control Event.

ARTICLE XXI Signatures

This Nonqualified Deferred Compensation Plan, including this Adoption Agreement, has been designed to permit Participants to defer I and state income tax on amounts credited to their Accounts until a later Taxable Year. The Plan Sponsor adopting this Plan should consu tax counsel regarding the consequences of adopting this Plan to both the Plan Sponsor and Participants and the effect an amendm restatement of an existing plan using this Plan Document may have, if any, under Code §409A. Registration of interests und Nonqualified Deferred Compensation Plan may be required under securities law. Independent legal counsel should be consulted with res securities law issues. By executing this Adoption Agreement, the Plan Sponsor acknowledges that no representations or warranties as legal consequences (including the tax and securities law consequences) to the Plan Sponsor and Participants of the operation of this Pla been made by the entity that has provided this Plan document and Adoption Agreement.

The Plan and this accompanying Adoption Agreement were adopted by the Plan Sponsor the 24th day of March, 2009.

Executed for the Plan Sponsor by:	Graham R. McDonald
Title of Individual:	Senior Vice President, Corporate Resources
Signature:	/s/ Graham R. McDonald

Executed for the Plan Sponsor by:	Glen R. Derback
Title of Individual:	Senior Vice President and Controller
Signature:	/s/ Glen R. Derback

EXHIBIT A

ADDITIONAL ADOPTING PLAN SPONSORS

In accordance with paragraph 1.32 of the Basic Plan Document, the Plan Sponsor has consented to allow the following entities to participate in the Plan:

1. All wholly owned subsidiaries of the Plan Sponsor
2. Mountain Asset Management LLC

Exhibit 31.1
CERTIFICATION

I, Mitchell T.G. Graye, certify that:

1. I have reviewed this annual report on Form 10-K/A of Great-West Life & Annuity Insurance Company (the “registrant”);
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant’s other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this annual report our conclusion about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - d) disclosed in this annual report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officers and I have disclosed, based on our most recent evaluation of internal control of financial reporting, to the registrant’s auditors and the audit committee of registrant’s board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 18, 2010

/s/ Mitchell T.G. Graye
Mitchell T.G. Graye
President and Chief Executive Officer

Exhibit 31.2
CERTIFICATION

I, James L. McCallen, certify that:

1. I have reviewed this annual report on Form 10-K/A of Great-West Life & Annuity Insurance Company (the “registrant”);
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant’s other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this annual report our conclusion about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - d) disclosed in this annual report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officers and I have disclosed, based on our most recent evaluation of internal control of financial reporting, to the registrant’s auditors and the audit committee of registrant’s board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 18, 2010

/s/ James L. McCallen
James L. McCallen
Senior Vice President and Chief Financial Officer
