

CAFEPRESS INC.

FORM 8-K/A (Amended Current report filing)

Filed 03/16/17 for the Period Ending 03/16/17

Address	11909 SHELBYVILLE ROAD LOUISVILLE, KY 40243
Telephone	502-995-2258
CIK	0001117733
Symbol	PRSS
SIC Code	5900 - Retail-Miscellaneous Retail
Industry	Internet Services
Sector	Technology
Fiscal Year	12/31

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

FORM 8-K/A

(Amendment No. 1)

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITY EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 10, 2017

CafePress Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

001-35468
(Commission file number)

94-3342816
(IRS Employer Identification No.)

11909 Shelbyville Road, Louisville, Kentucky 40243
(Address of principal executive offices, including zipcode)

(502) 995-2268
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (18 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Explanatory Note

CafePress Inc., a Delaware corporation (the "Company"), is furnishing this Current Report on Form 8-K/A (this "Amendment") solely to correct certain information previously disclosed in the Company's Current Report on Form 8-K furnished to the Securities and Exchange Commission on March 15, 2017 (the "Original Report"). This Amendment does not reflect events occurring after the filing of the Original Report, or modify or update those disclosures that may be affected by subsequent events, and no other changes are being made to any other disclosure contained in the Original Report.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) 2017 Cash Bonus Plan

On March 10, 2017, the Compensation Committee (the "Committee") approved the adoption of the Company's 2017 cash bonus plan (the "2017 Bonus Plan"). Per the 2017 Bonus Plan, the Company's executive officers, and certain other non-executive officers, may be eligible to receive a cash bonus expressed as a percentage of their salary in the event the Company achieves certain business metrics. The current base salaries for Fred E. Durham, III, the Company's Chief Executive Officer, Phillip L. Milliner, the Company's Chief Financial Officer, Robert D. Barton, the Company's Chief Operating Officer, and Ekumene M. Lysonge, the Company's Vice President, General Counsel and Secretary are \$300,000, \$250,000, \$225,000, and \$240,000, respectively. Payouts under the 2017 Bonus Plan will be earned by achievement of payout targets, with 50% payable upon the achievement of certain minimum target levels, and 200% payable upon the achievement of certain maximum target levels. The bonus payout percentage was set at 75%, 50%, 50% and 40% of base salary for Mr. Durham, Mr. Milliner, Mr. Barton, and Mr. Lysonge, respectively. For each of Mr. Durham, Mr. Milliner, Mr. Barton and Mr. Lysonge, the target business metrics used are based on the Company's Adjusted EBITDA performance.

The above description of the 2017 Bonus Plan does not purport to be complete and is qualified in its entirety by reference to a summary of such plan which is filed as Exhibit 10.1 hereto.

2017 EEIP Grants to NEOs

On March 10, 2017, the Committee also approved 2017 awards under the Company's Executive Equity Incentive Program (the "EEIP"), pursuant to which the Company's named executive officers ("NEOs") and others may earn variable equity earn-outs based on the Company achieving certain key performance metrics over a 36-month period from January 1, 2017 through December 31, 2019 (the "Performance Period"). The EEIP was adopted, in 2016, under the Company's 2012 Stock Incentive Plan, which was previously approved by the stockholders of the Company. A summary of the terms and applicable award opportunities granted by the Committee to each of Mr. Durham, Mr. Milliner, Mr. Barton and Mr. Lysonge is provided below. The summary of the terms of the EEIP below does not purport to be complete and is qualified in its entirety by references to the Form of Restricted Stock Unit ("RSU"), Form of Nonstatutory Stock Option ("NSO") and Form of Performance-Based Restricted Stock Unit ("PSU") agreements attached as Exhibits 10.1A, 10.1B, and 10.1C, which are incorporated herein by reference.

2017 EEIP Awards

The purpose of the EEIP is to provide the eligible participants, including the NEOs, with long-term incentives on a regular and predictable basis.

The EEIP is intended to be a variable incentive program under the Company's 2012 Stock Incentive Plan. Eligible participants (as determined by the Committee) may be members of the Company's senior executive team and/or such other executives and key contributors as the Committee may designate from time to time. No employee of the Company will have an automatic right to participate in the EEIP.

Awards granted to eligible employees under the EEIP may be in the form of a RSU, PSU, NSO or Performance-Based Stock Option ("PSO"). As and to the extent determined by the Committee as part of the annual compensation planning process for participants, the Company's Chief Executive Officer ("CEO") may participate in the EEIP, as it may be amended from time to time.

EEIP - 2017 Awards

On Friday, March 10, 2017, the Committee approved awards to each of Mr. Durham, Mr. Milliner, Mr. Barton and Mr. Lysonge. The awards included RSUs, NSOs and PSUs to acquire that number of shares of our common stock as follows:

Executive Name	RSUs	NSOs	PSUs
Fred E. Durham, III	120,000	224,000	65,407
Phillip L. Milliner	44,000	82,000	36,337
Robert D. Barton	38,000	66,000	32,703
Ekumene M. Lysonge	34,000	62,000	27,907

RSUs

With respect to the RSUs, for the awards noted above, the vesting date (each a "Vesting Date") for the RSUs shall be: one sixteenth (1/16) of the RSUs will vest March 31, June 30, September 30, and December 31, of 2017, 2018, 2019, and 2020, respectively. The Company intends to settle the vested RSUs in shares of Company common stock.

Treatment of RSUs upon certain events of termination and change in control are provided in the RSU Agreement. Subject to special consideration given for such different termination, a participant must be currently employed by the Company (or one of its subsidiaries, if any) on a Vesting Date to vest in a RSU award that vest on such Vesting Date.

NSOs

With respect to the NSOs, for the awards noted above, the vesting date (each a "Vesting Date") for the NSOs shall be: ratably monthly in 2017, 2018, 2019, and 2020, respectively.

Treatment of NSOs upon certain events of termination and change in control are provided in the NSO Agreement. Subject to special consideration given for such different termination, a participant must be currently employed by the Company (or one of its subsidiaries, if any) on a Vesting Date to vest in a NSO award that vest on such Vesting Date.

PSUs

With respect to the PSUs, for purposes of the EEIP, with respect to the awards listed above, performance will be evaluated using the following two measures (the "Performance Metrics") (assessed annually for pro-rata vesting and cumulatively over the Performance Period as of the end of the Performance Period):

- 1) **Adjusted Earnings before Interest, Tax, Depreciation and Amortization ("Adjusted EBITDA") (50% weight)**.
Cumulative Adjusted EBITDA, i.e. the sum of Adjusted EBITDA over the Performance Period relative to the goals set for each measurement period, will be derived from the Company's consolidated financial statements prepared pursuant to GAAP as in effect from time to time and reported in the Company's annual report on Form 10-K, or on Form 10-Q;
- 2) **Free Cash Flow (50% weight)**.
Cumulative Free Cash Flow (defined by the Company as operating cash flow minus capital expenditures, for a reporting period) over the Performance Period will also be derived from the Company's consolidated financial statements prepared in accordance with GAAP, as in effect from time to time and reported in the Company's annual report on Form 10-K, or on Form 10-Q.

The maximum number of PSUs that may be earned during the Performance Period is 100%. The Committee will review performance achieved on each Performance Metric annually and at the end of the Performance Period. The earn-out for each Performance Metric will be determined by a curve. Achievement between points will be interpolated.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are furnished with this Current Report on Form 8-K:

- 10.1 2017 Cash Bonus Plan
- 10.1A Form of Restricted Stock Unit Agreement
- 10.1B Form of Nonstatutory Stock Option Agreement
- 10.1C Form of Performance-Based Restricted Stock Unit Agreement

SIGNATURE

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

CAFEPRESS INC.

March 16, 2017

/s/ Ekumene M. Lysonge
By: Ekumene M. Lysonge
Title: Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	2017 Cash Bonus Plan
10.1A	Form of Restricted Stock Unit Agreement
10.1B	Form of Nonstatutory Stock Option Agreement
10.1C	Form of Performance-Based Restricted Stock Unit Agreement

2017 Cash Bonus Plan

Eligible Employees: Executive Officers, Vice Presidents, Directors, Managers, and Individual Contributors

- Bonus target payouts based on a percentage of base salary;
- Payouts to CEO, CFO , COO and Vice President, General Counsel & Secretary will be entirely based on achievement of certain minimum targets, and 200% payable upon the achievement of certain maximum target levels;
- Payouts to other VPs are based 50% on corporate targets, and 50% on management business objectives;
- Payouts to Directors are based 30% on corporate targets, and 70% on management business objectives;
- Payouts to Managers are based 0% on corporate targets, and 100% on management business objectives;
- Payouts to Individuals Contributors are based 0% on corporate targets, and 100% on management business objectives;
- Bonus targets are as follows (expressed as a percentage of base salary):

	Target Payout	Financial Weight (Adj. EBITDA)	Management Business Objectives Weight
CEO	75%	100%	0%
CFO	50%	100%	0%
COO	50%	100%	0%
VP & General Counsel	40%	100%	0%
VPs	25%	50%	50%
Directors	15%	30%	70%
Managers	10%	0%	100%
Individual Contributors	5%	0%	100%

CAFEPRESS INC.
2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD

You have been granted the following Restricted Stock Units (“RSUs”) which are equal to an equivalent number of Shares of Common Stock of CafePress Inc. (the “Company”) under the Company’s 2012 Amended and Restated Stock Incentive Plan (the “Plan”):

<i>Name of Recipient:</i>	[Name of Recipient]
<i>Grant Date:</i>	March 10, 2017
<i>Total Number of RSUs Granted:</i>	[Total RSUs]
<i>Fair Market Value per RSU</i>	[\$Value Per RSU]
<i>Total Fair Market Value Of Award:</i>	[\$Total Value]
<i>Vesting Commencement Date:</i>	March 10, 2017

CAFEPRESS INC.
NOTICE OF RESTRICTED STOCK UNIT AWARD

Vesting Schedule:

The RSUs vest quarterly in equal installments of 1/16th over four years beginning on the Vesting Commencement Date, when the individual completes each full quarter of continuous service thereafter. For avoidance of doubt, quarterly vesting shall occur on March 31, June 30, September 30, and December 31 of 2017, 2018, 2019, and 2020, respectively.

To the extent vested, the RSUs will settle quarterly in arrears.

If (a) the unvested RSUs are not assumed or otherwise cashed out by an acquirer in a Change in Control, then 50% of the remaining unvested RSUs will accelerate immediately prior to the Closing of the Change in Control, and (b) the individual is terminated without Cause or Constructively Terminated on or within twelve (12) months following a Change in Control of the Company, then 50% of the remaining unvested RSUs will accelerate immediately upon such termination (provided, however that (a) and (b) shall be mutually exclusive and the individual shall be only entitled to the benefit of either (a) or (b), whichever is greater). All terms shall be as defined in the individual's Change in Control Agreement in the Company's standard form.

"Cause" means (i) conviction of any felony, or any misdemeanor where imprisonment is imposed; (ii) the commission of any act of fraud, embezzlement or dishonesty with respect to the Company; (iii) any unauthorized use or disclosure of confidential information or trade secrets of the Company; (iv) willful misconduct or gross negligence in performance of the Recipient's duties, including the Recipient's refusal to comply in any material respect with the legal directives of the Company's Board of Directors so long as such directives are not inconsistent with the Recipient's position and duties, and such refusal to comply is not remedied within thirty (30) days after written notice from the Board of Directors, which notice shall state that failure to remedy such conduct may result in termination for Cause; or (v) repeated unexcused absence from the Company.

“Constructively Terminated” means the Recipient’s voluntary resignation within sixty (60) days following (i) a change in the Recipient’s position which materially reduces the Recipient’s duties or level of responsibility, (ii) a material reduction in the Recipient’s base salary, other than in connection with a general decrease in compensation affecting officers of the Company or a successor corporation; or (iii) a change in the Recipient’s place of employment which is more than 50 miles from the Recipient’s current place of employment, provided, that, such change or reduction (1) is effected without the Recipient’s written concurrence and (2) is not rendered within thirty (30) working days after the Recipient provides written notice thereof to the Company within sixty (60) days after the occurrence of such change or reduction and which shall specifically reference a proposed constructive termination pursuant to this provision

By your signature and the signature of the Company’s representative below, you and the Company agree that these RSUs are granted under and governed by the term and conditions of the Plan and the Restricted Stock Unit Agreement (the “Agreement”), both of which are attached to and made a part of this document.

By signing this document you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail.

[NAME OF RECIPIENT] CAFEPRESS INC.

_____ **By:** _____

Title: _____

CAFEPRESS INC.
NOTICE OF RESTRICTED STOCK UNIT AWARD

CAFEPRESS INC.
2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

- Payment For Shares** No cash payment is required for the RSUs you receive. You are receiving the RSUs in consideration for Services rendered by you.
- Vesting** The RSUs that you are receiving will vest in installments, as shown in the Notice of Restricted Stock Unit Award.
- No additional RSUs vest after your Service as an Employee has terminated for any reason.
- RSUs are Restricted** You may not sell, transfer, assign, pledge or otherwise dispose of the RSUs.
- Forfeiture** If your Service terminates for any reason, then your RSUs will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of termination. This means that the RSUs will immediately revert to the Company. You receive no payment for RSUs that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
- Leaves Of Absence** For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.
- If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
- Stockholder Rights** During the period of time between the date of grant and the date the RSUs become vested, you shall not have any of the rights of a stockholder of the Company. Accordingly, you shall not have the right to vote the RSUs or to receive any cash dividends paid with respect to the RSUs.

Withholding Taxes

If the RSUs are settled in Shares of Common Stock of the Company, no Shares will be transferred to you unless you have made arrangements acceptable to the Company to pay withholding taxes that may be due as a result of this Award or the vesting of the RSUs. These arrangements, at the sole discretion of the Company, may include (a) having the Company withhold taxes from the proceeds of the sale of the Shares transferred to you in settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), (b) having the Company withhold Shares that otherwise would be transferred to you in settlement of the Award to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the minimum statutory withholding amount, or (c) any other arrangement approved by the Company. The Fair Market Value of any Shares withheld, determined as of the date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You also authorize the Company, or your actual employer, to satisfy all withholding obligations of the Company or your actual employer with respect to this Award from your wages or other cash compensation payable to you by the Company or your actual employer.

Restrictions On Resale

You agree not to sell any Shares transferred to you in settlement of the Award at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

No Retention Rights

Neither your Award nor this Agreement gives you the right to be employed or retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

Adjustments

In the event of a stock split, a stock dividend or a similar change in Company Shares, or a merger or a reorganization of the Company, the forfeiture provisions described above will apply to all new, substitute or additional securities or other assets to which you are entitled by reason of the Award of RSUs.

Successors and Assigns

Except as otherwise provided in the Plan or this Agreement, every term of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Notice

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earliest of personal delivery, receipt or the third full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).

The Plan and Other Agreements

The text of the Plan is incorporated in this Agreement by reference. All capitalized terms in this Agreement shall have the meanings assigned to them in the Plan. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under the Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

**BY SIGNING THE COVER SHEET OF THIS AGREEMENT,
YOU AGREE TO ALL OF THE TERMS AND CONDITIONS
DESCRIBED ABOVE AND IN THE PLAN.**

CAFEPRESS INC.
RESTRICTED STOCK UNIT AGREEMENT

CAFEPRESS INC.
2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN

NOTICE OF STOCK OPTION GRANT

You have been granted the following Option to purchase Common Stock of CafePress Inc. (the “Company”) under the Company’s 2012 Amended and Restated Stock Incentive Plan (the “Plan”):

<i>Name of Optionee:</i>	[Optionee Name]
<i>Total Number of Option Shares Granted:</i>	[Number of Options]
<i>Type of Option:</i>	Nonstatutory Stock Option
<i>Exercise Price Per Share:</i>	[\$]
<i>Grant Date:</i>	March 10, 2017
<i>Vesting Commencement Date:</i>	March 10, 2017

CAFEPRESS INC.
NOTICE OF STOCK OPTION GRANT

Vesting Schedule:

This Option vests monthly over four years beginning on the Vesting Commencement Date, and with respect to an additional 1/48th of the Shares when the Optionee completes each full month of continuous Service thereafter.

Notwithstanding any language to the contrary, if (a) the unvested Options are not assumed or otherwise cashed out by an acquirer in a Change in Control, then 50% of the remaining unvested Option will accelerate immediately prior to the Closing of the Change in Control, and (b) the individual is terminated without Cause or Constructively Terminated on or within twelve (12) months following a Change in Control of the Company, then 50% of the remaining unvested Option will accelerate immediately upon such termination (provided, however that (a) and (b) shall be mutually exclusive and the individual shall be only entitled to the benefit of either (a) or (b), whichever is greater). All terms shall be as defined in the individual's Change in Control Agreement in the Company's standard form.

"Cause" means (i) conviction of any felony, or any misdemeanor where imprisonment is imposed; (ii) the commission of any act of fraud, embezzlement or dishonesty with respect to the Company; (iii) any unauthorized use or disclosure of confidential information or trade secrets of the Company; (iv) willful misconduct or gross negligence in performance of the Recipient's duties, including the Recipient's refusal to comply in any material respect with the legal directives of the Company's Board of Directors so long as such directives are not inconsistent with the Recipient's position and duties, and such refusal to comply is not remedied within thirty (30) days after written notice from the Board of Directors, which notice shall state that failure to remedy such conduct may result in termination for Cause; or (v) repeated unexcused absence from the Company.

“Constructively Terminated” means the Recipient’s voluntary resignation within sixty (60) days following (i) a change in the Recipient’s position which materially reduces the Recipient’s duties or level of responsibility, (ii) a material reduction in the Recipient’s base salary, other than in connection with a general decrease in compensation affecting officers of the Company or a successor corporation; or (iii) a change in the Recipient’s place of employment which is more than 50 miles from the Recipient’s current place of employment, provided, that, such change or reduction is effected without the Recipient’s written concurrence and also provided that such change or reduction is not remedied within thirty (30) working days after written notice thereof from the Recipient to the Company, which notice shall be given to the Company within ninety (90) days after the occurrence of such change or reduction and specifically reference a proposed constructive termination pursuant to this provision.

Expiration Date:

Ten (10) years after Grant Date

Except as provided above, this Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

By your signature and the signature of the Company’s representative below, you and the Company agree that this Option is granted under and governed by the term and conditions of the Plan and the Stock Option Agreement (the “Agreement”), both of which are attached to and made a part of this document.

By signing this document you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail.

[SIGNATURE PAGE FOLLOWS]

[OPTIONEE NAME]

CafePress Inc.

Optionee’s Signature

By: _____

Optionee’s Printed Name

Title: _____

CAFEPRESS INC.

2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

- Tax Treatment** This Option is intended to be an incentive stock option under Section 422 of the Internal Revenue Code or a nonstatutory option, as provided in the Notice of Stock Option Grant. Even if this Option is designated as an incentive stock option, it shall be deemed to be a nonstatutory option to the extent required by the \$100,000 annual limitation under Section 422(d) of the Internal Revenue Code.
- Vesting** This Option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. Except as otherwise provided in the Notice of Stock Option Grant, this Option will in no event become exercisable for additional Shares after your Service as an Employee has terminated for any reason.
- Term** This Option expires in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Grant Date, as shown on the Notice of Stock Option Grant (fifth anniversary for a more than 10% stockholder as provided under the Plan if this is an incentive stock option). This Option may expire earlier if your Service terminates, as described below.
- Regular Termination** If your Service as an Employee terminates for any reason except death or “Total and Permanent Disability” (as defined in the Plan), then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
- Death** If your Service as an Employee terminates because of death, then this Option will expire at the close of business at Company headquarters on the date 12 months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to 12 months, your estate or heirs may exercise the Option.
- Disability** If your Service as an Employee terminates because of your Total and Permanent Disability, then this Option will expire at the close of business at Company headquarters on the date 12 months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to 12 months, you or your legal representative (in the event of your incapacity) may exercise the Option.
- Leaves of Absence** For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Restrictions on Exercise The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of the Company stock pursuant to this Option shall relieve the Company of any liability with respect to the non-issuance or sale of the Company stock as to which such approval shall not have been obtained.

Notice of Exercise When you wish to exercise this Option you must provide a notice of exercise form in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to purchase and how your Shares should be registered. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are purchasing. Payment may be made in the following form(s):

- Your personal check, a cashier's check or a money order.
- Certificates for Shares that you own, along with any forms needed to effect a transfer of those Shares to the Company. The value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering Shares, you may attest to the ownership of those Shares on a form provided by the Company and have the same number of Shares subtracted from the Shares issued to you upon exercise of the Option. However, you may not surrender or attest to the ownership of Shares in payment of the exercise price if your action would cause the Company to recognize a compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker approved by the Company to sell all or part of the Shares that are issued to you when you exercise this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by providing a notice of exercise form approved by the Company.

- By delivery on a form approved by the Company of an irrevocable direction to a securities broker or lender approved by the Company to pledge Shares that are issued to you when you exercise this Option as security for a loan and to deliver to the Company from the loan proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The directions must be given by providing a notice of exercise form approved by the Company.
- If permitted by the Committee, by a “net exercise” arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by you in cash other form of payment permitted under this Option. The directions must be given by providing a notice of exercise form approved by the Company.
- Any other form permitted by the Committee in its sole discretion.

Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Withholding Taxes and Stock Withholding

You will not be allowed to exercise this Option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of this Award or the Option exercise. These arrangements, at the sole discretion of the Company, may include (a) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), (b) having the Company withhold Shares that otherwise would be issued to you when you exercise this Option having a Fair Market Value equal to the amount necessary to satisfy the minimum statutory withholding amount, or (c) any other arrangement approved by the Company. The Fair Market Value of any Shares withheld, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. You also authorize the Company, or your actual employer, to satisfy all withholding obligations of the Company or your actual employer with respect to this Award from your wages or other cash compensation payable to you by the Company or your actual employer.

Restrictions on Resale

You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Transfer of Option

In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge or otherwise dispose of this Option, other than as designated by you by will or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your Option in any other way.

However, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "family member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than 50% of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than 50% of the voting interest.

In addition, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights.

The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights

Neither your Option nor this Agreement gives you the right to be employed or retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

Stockholder Rights

Your Options carry neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a stockholder of the Company unless and until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments will be made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.

Adjustments

In the event of a stock split, a stock dividend or a similar change in Company Shares, the number of Shares covered by this Option and the exercise price per Share shall be adjusted pursuant to the Plan.

Successors and Assigns

Except as otherwise provided in the Plan or this Agreement, every term of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Notice Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earliest of personal delivery, receipt or the third full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Applicable Law This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).

The Plan and Other Agreements The text of the Plan is incorporated in this Agreement by reference. All capitalized terms in the Agreement shall have the meanings assigned to them in the Plan. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under the Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

**BY SIGNING THE COVER SHEET OF THIS AGREEMENT,
YOU AGREE TO ALL OF THE TERMS AND CONDITIONS
DESCRIBED ABOVE AND IN THE PLAN.**

CAFEPRESS INC.
2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN
NOTICE OF CASH EXERCISE OF STOCK OPTION

OPTIONEE INFORMATION:

Name: _____ Social Security Number: _____

Address: _____ Employee Number: _____

OPTION INFORMATION:

Date of Grant: _____, 201__

Exercise Price per Share: \$ _____

Total number of Shares of CAFEPRESS INC. (the "Company") covered by option: _____

Type of Stock Option:

_____ Nonstatutory (NSO)

_____ Incentive (ISO)

Number of Shares of the Company for which option is being exercised now: _____ ("Purchased Shares").

Total exercise price for the Purchased Shares: \$ _____

Form of payment enclosed :

Check for \$ _____, payable to "CAFEPRESS INC."

Name(s) in which the Purchased Shares should be registered:

The certificate for the Purchased Shares should be sent to the following address: _____

ACKNOWLEDGMENTS:

1. I understand that all sales of Purchased Shares are subject to compliance with the Company's policy on securities trades.
2. I hereby acknowledge that I received and read a copy of the prospectus describing the Company's 2012 Amended and Restated Stock Incentive Plan and the tax consequences of an exercise.
3. In the case of a nonstatutory option, I understand that I must recognize ordinary income equal to the spread between the fair market value of the Purchased Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option.
4. In the case of an incentive stock option, I agree to notify the Company if I dispose of the Purchased Shares before I have met both of the tax holding periods applicable to incentive stock options (that is, if I make a disqualifying disposition).

CAFEPRESS INC.
NOTICE OF EXERCISE

SIGNATURE AND DATE:

_____ , 201_

Firmwide:137307844.1 086547.1001

CAFEPRESS INC.
NOTICE OF EXERCISE

- 2 -

CAFEPRESS INC.

2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN

NOTICE OF PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD

You have been granted the following Performance-Based Restricted Stock Units (“PSUs”) which are equal to an equivalent number of Shares of Common Stock of CafePress Inc. (the “Company”) under the Company’s 2012 Amended and Restated Stock Incentive Plan (the “Plan”):

Name of Recipient: [Name of Recipient]

Grant Date: [Date of Grant]

Total Number of PSUs Granted: [Total PSUs]

Fair Market Value per PSU: \$[Value per PSU]

Total Fair Market Value of Award: \$[Total Value]

Vesting Schedule:

The number of PSUs that ultimately vest will depend on the Company's performance over the PSU performance period, which is January 1, 2017 through December 31, 2019 (the "Performance Period") based on **two** performance criteria – Adjusted EBITDA and Free Cash Flow (both as defined in the Company's 10-Q and 10-K SEC filings) – weighted at (a) 50% for Adjusted EBITDA, measured annually (for pro rata vesting) and cumulatively over the Performance Period (with the final result being the sum of the three individual years) and (b) 50% for Free Cash Flow, measured annually (for pro rata vesting) and cumulatively over the Performance Period (with the final result being the sum of the three individual years). The Committee shall certify the achievement of the performance criteria both annually and cumulatively, at the end of the Performance Period. The actual number of PSUs that vest will be determined at the first meeting of the Committee following the completion of the Performance Period and the filing, on Form 10-K, of the Company's 2019 Annual Report, at which time the Committee will certify whether the performance criteria have been satisfied and will review and approve the Company's calculation of the Company's performance on the **two** measures' specified performance criteria. The total number of PSUs that vest will vary between 0-100% of the target award amount depending on where in the specified performance range for each measure the Company's performance during the Performance Period on the **two** measures falls. There will be a minimum level (0% of target) below which you will receive 0% of the target award, and correspondingly a maximum performance level (100%) which, even if exceeded, will generate no more than 100% of the target award. For achievement of performance between the minimum and maximum performance levels, the number of PSUs that vest will be linearly interpolated within the range. The Adjusted EBITDA and Free Cash Flow targets for the Performance Period are set forth in Appendix A.

Notwithstanding the preceding, in the event your employment is terminated due to death or Total and Permanent Disability (as defined in the Plan) during the Performance Period, you will be entitled to exercise a pro rata percentage of the PSUs following the end of the Performance Period based on (a) the period of time elapsed between the commencement of the Performance Period and your date of termination of employment due to death or Total or Permanent Disability and (b) the actual performance during the Performance Period. Further, if your employment is terminated by the Company without Cause or if you are Constructively Terminated during the Performance Period, you will be entitled to exercise a pro rata percentage of the PSUs following the end of the Performance Period based on (a) the period of time elapsed between the commencement of the Performance Period and your date of termination of employment due to involuntary termination by the Company without Cause or if you are Constructively Terminated and (b) the actual performance during the Performance Period, provided, you comply with each of the Restrictive Covenants.

Further notwithstanding the above, in the event of a Change in Control during the Performance Period, the PSUs shall be converted into Restricted Stock Units based on Company performance as of the date of the Change in Control and as calculated using actual results for completed quarters. Upon conversion into Restricted Stock Units, the PSUs shall cease to exist and shall thereafter be null and void. The Restricted Stock Units will thereafter vest in equal installments, on a quarterly basis, over the remaining Performance Period (unless terminated earlier); provided, in the event you terminate employment with the Company due to death or Total and Permanent Disability (as defined in the Plan), you will become vested in the percentage of Restricted Stock Units that are otherwise scheduled to vest on the last day of the fiscal year that falls within the fiscal year in which your termination of employment due to death or Total and Permanent Disability occurs.

To the extent vested, the Restricted Stock Units will settle within sixty (60) days after the vest date.

Notwithstanding any language to the contrary, if (a) the unvested Restricted Stock Units are not assumed or otherwise replaced by an acquirer in a Change in Control, then 100% of the remaining unvested Restricted Stock Units will accelerate immediately prior to the closing of the Change in Control, and (b) the individual is terminated without Cause or Constructively Terminated on or within twelve (12) months following a Change in Control of the Company, then 100% of the remaining unvested Restricted Stock Units will accelerate immediately upon such termination (provided, however that (a) and (b) shall be mutually exclusive and the individual shall be only entitled to the benefit of either (a) or (b), whichever is greater). All terms shall be as defined in the individual's Change in Control Agreement in the Company's standard form.

"Cause" means (i) conviction of any felony, or any misdemeanor where imprisonment is imposed; (ii) the commission of any act of fraud, embezzlement or dishonesty with respect to the Company; (iii) any unauthorized use or disclosure of confidential information or trade secrets of the Company; (iv) willful misconduct or gross negligence in performance of the Recipient's duties, including the Recipient's refusal to comply in any material respect with the legal directives of the Company's Board of Directors so long as such directives are not inconsistent with the Recipient's position and duties, and such refusal to comply is not remedied within thirty (30) days after written notice from the Board of Directors, which notice shall state that failure to remedy such conduct may result in termination for Cause; or (v) repeated unexcused absence from the Company.

“Constructively Terminated” means the Recipient’s voluntary resignation within sixty (60) days following (i) a change in the Recipient’s position which materially reduces the Recipient’s duties or level of responsibility, (ii) a material reduction in the Recipient’s base salary, other than in connection with a general decrease in compensation affecting officers of the Company or a successor corporation; or (iii) a change in the Recipient’s place of employment which is more than 50 miles from the Recipient’s current place of employment, provided, that, such change or reduction is effected without the Recipient’s written concurrence and also provided that such change or reduction is not remedied within thirty (30) working days after written notice thereof from the Recipient to the Company, which notice shall be given to the Company within ninety (90) days after the occurrence of such change or reduction and specifically reference a proposed constructive termination pursuant to this provision.

Restrictive Covenants:

Confidentiality. You agree that you will not at any time during your employment with the Company or thereafter, except in performance of your obligations to the Company hereunder, disclose, either directly or indirectly, any Confidential Information (as hereinafter defined) that you may learn by reason of your association with the Company. The term “Confidential Information” means any past, present, or future confidential or secret plans, programs, documents, agreements, internal management reports, financial information, or other material relating to the business, strategies, services, or activities of the Company, including, without limitation, information with respect to the Company's operations, processes, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, including leases, regulatory status, compensation paid to employees, or other terms of employment, and trade secrets, market reports, customer investigations, customer lists, and other similar information that is proprietary information of the Company; provided, however, the term “Confidential Information” does not include any of the above forms of information which have become public knowledge, unless such Confidential Information became public knowledge due to any act or acts by you or your representative(s) in violation of this Agreement. Notwithstanding the foregoing, you may disclose such Confidential Information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company and/or its affiliates, as the case may be, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order you to divulge, disclose or make accessible such information; provided, further, that in the event that you are ordered by any such court or other government agency, administrative body, or legislative body to disclose any Confidential Information, you shall (i) promptly notify the Company of such order, (ii) at the reasonable written request of the Company, diligently contest such order at the sole expense of the Company as expenses occur, and (iii) at the reasonable written request of the Company, seek to obtain, at the sole expense of the Company, such confidential treatment as may be available under applicable laws for any information disclosed under such order.

Non-Competition. You agree that during your employment with the Company and for a period of one (1) year following your termination of employment with the Company for any reason, you will not, without the prior written consent of the Company, participate or engage in, directly or indirectly (as an owner, partner, employee, officer, director, independent contractor, consultant, advisor or in any other capacity calling for the rendition of services, advice, or acts of management, operation or control) any business for a Competitor (as defined below). The term “Competitor” means any person or entity whose principal business involves the online customizable retail products industry business.

Non-Solicitation. You agree that during your employment with the Company and for a period of two (2) years immediately following your termination of employment with the Company for any reason, you will not, without the prior written consent of the Company, solicit or induce any then-existing employee of the Company or any of its subsidiaries to leave employment with the Company or any of its subsidiaries or contact any then-existing customer or vendor under contract with the Company or any of its subsidiaries for the purpose of obtaining business similar to that engaged in, or received (as appropriate), by the Company, except that you will not be precluded from (i) hiring any such employee who has been terminated by the Company or its subsidiaries prior to commencement of employment discussions between you or your subsequent employer and such employee, (ii) employing or contacting any such person who contacts you or your subsequent employer on his or her own initiative without any otherwise prohibited solicitation, or (iii) employing or contacting any person as a result of general solicitations not specifically directed at the Company, any of its subsidiaries or any of its employees.

Cooperation. You agree that during your employment with the Company and thereafter, you will, upon reasonable advance notice, assist and cooperate with the Company as is reasonable with regard to any investigation or litigation related to a matter or project in which you were involved during your employment. The Company will reimburse you for all reasonable and necessary expenses related to your services pursuant to this Cooperation provision (i.e., travel, lodging, meals, telephone and overnight courier) within ten (10) business days of your submitting to the Company appropriate receipts and expense statements.

By your signature and the signature of the Company's representative below, you and the Company agree that these PSUs are granted under and governed by the term and conditions of the Plan and the Performance-Based Restricted Stock Unit Agreement (the "Agreement"), both of which are attached to and made a part of this document.

By signing this document you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail.

[Recipient name]

CafePress Inc.

Recipient's Signature

By:

Recipient's Printed Name

Title:

Date: _____

Date: _____

CAFEPRESS INC.
2012 AMENDED AND RESTATED STOCK INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

- Payment for Shares** No cash payment is required for the PSUs (or, as applicable, the Restricted Stock Units) you receive. You are receiving the PSUs (or, as applicable, the Restricted Stock Units) in consideration for Services rendered by you.
- Vesting** The PSUs (or, as applicable, the Restricted Stock Units) that you are receiving will vest as shown in the Notice of Performance-Based Restricted Stock Unit Award.
- Except as provided in the Notice of Performance-Based Restricted Stock Unit Award with respect to termination of employment due to death or Total and Permanent Disability, no additional PSUs (or, as applicable, Restricted Stock Units) vest after your Service as an Employee has terminated for any reason.
- PSUs and, as applicable, Restricted Stock Units are Restricted** You may not sell, transfer, assign, pledge or otherwise dispose of the PSUs (or, as applicable, the Restricted Stock Units).
- Forfeiture** If your Service terminates for any reason, then your PSUs (or, as applicable, Restricted Stock Units) will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of termination. In addition, if your Service terminates due to your involuntary termination of employment by the Company with Cause, all vested, but unsettled PSUs (or, as applicable, Restricted Stock Units) will be forfeited. This means that the PSUs (or, as applicable, the Restricted Stock Units) will immediately revert to the Company. You receive no payment for PSUs (or, as applicable, Restricted Stock Units) that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
- Leaves of Absence** For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting schedule specified in the Notice of Performance-Based Restricted Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Performance-Based Restricted Stock Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Stockholder Rights

During the period of time between the date of grant and the date the PSUs (or, as applicable, the Restricted Stock Units) become vested, you shall not have any of the rights of a stockholder of the Company. Accordingly, you shall not have the right to vote the PSUs (or, as applicable, the Restricted Stock Units) or to receive any cash dividends paid with respect to the PSUs (or, as applicable, the Restricted Stock Units).

Withholding Taxes

If the PSUs (or, as applicable, the Restricted Stock Units) are settled in Shares of Common Stock of the Company, no Shares will be transferred to you unless you have made arrangements acceptable to the Company to pay withholding taxes that may be due as a result of this Award or the vesting of the PSUs (or, as applicable, the Restricted Stock Units). These arrangements, at the sole discretion of the Company, may include (a) having the Company withhold taxes from the proceeds of the sale of the Shares transferred to you in settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), (b) having the Company withhold Shares that otherwise would be transferred to you in settlement of the Award to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the minimum statutory withholding amount, or (c) any other arrangement approved by the Company. The Fair Market Value of any Shares withheld, determined as of the date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You also authorize the Company, or your actual employer, to satisfy all withholding obligations of the Company or your actual employer with respect to this Award from your wages or other cash compensation payable to you by the Company or your actual employer.

Restrictions On Resale

You agree not to sell any Shares transferred to you in settlement of the Award at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

No Retention Rights

Neither your Award nor this Agreement gives you the right to be employed or retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

Adjustments

In the event of a stock split, a stock dividend or a similar change in Company Shares, or a merger or a reorganization of the Company, the forfeiture provisions described above will apply to all new, substitute or additional securities or other assets to which you are entitled by reason of the Award of PSUs (or, as applicable, Restricted Stock Units).

Successors and Assigns

Except as otherwise provided in the Plan or this Agreement, every term of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Notice

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earliest of personal delivery, receipt or the third full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).

The Plan and Other Agreements

The text of the Plan is incorporated in this Agreement by reference. All capitalized terms in this Agreement shall have the meanings assigned to them in the Plan. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under the Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

**BY SIGNING THE COVER SHEET OF THIS AGREEMENT,
YOU AGREE TO ALL OF THE TERMS AND CONDITIONS
DESCRIBED ABOVE AND IN THE PLAN.**