

---

---

---

---

amended the exchange act hcha hch

---

---



h) In so far as indemnification for liabilities arising under the Securities Act of 1933 is not permitted to directors, officers and controlling person

---

---

---

---

---

---

---

---

---

---



**BAKER BOTTS**

---

---

---

the board of directors  
i ert edia Corporation

we consent to the incorporation by reference in the registration statement on Form S-1 regarding the i ert edia Corporation of the financial statements and other financial information included in our report dated December 31, 2018, with respect to the consolidated financial statements of i ert edia Corporation and subsidiaries (the Company) as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive earnings (loss), cash flows and equity for each of the years in the three-year period ended December 31, 2018.

Our report on the consolidated financial statements of i ert edia Corporation refers to the Company's adoption effective January 1, 2018 of S-X 107-02, *Software Revenue Recognition (Topic 985): Certain Revenue Arrangements That Include Software Elements* and S-X 107-03, *Revenue Recognition (Topic 605): Multiple-Deliverable Revenue Arrangements*.

s

Denver, Colorado  
January 1, 2019

---



the board of directors  
i ert edia Corporation

we consent to the incorporation by reference in the registration statement on Form S-1 regarding the i ert edia 7 Sa mgs an of our report dated June 15, 2011 with respect to the statements of net assets available for participant benefits of the i ert edia 7 Sa mgs an as of December 31, 2010 and the related statements of changes in net assets available for participant benefits for the years then ended and the related supplemental Schedule I Schedule of Assets Held at Year End as of December 31, 2010 which report appears in the December 31, 2010 Annual Report on Form 10-K of the i ert edia 7 Sa mgs an.

s

Denver Colorado  
January

---

N

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Company's execution of this document amends and restates the qualified plan established by the Company and trust funds are created for the exclusive benefit of employee participants and their beneficiaries. The plan is intended to qualify under Sections 401(a) and 408(a) of the Code and the trust created under the plan is intended to be exempt under Section 401(a) of the Code. The portion of the plan which is invested in qualified employer securities is treated as a stock bonus plan and the portion of the plan which is not invested in qualified employer securities is treated as a profit sharing plan.

When used herein the following words shall have the following meanings unless the context clearly indicates otherwise:  
"Company" means the Company and its direct or indirect subsidiaries.  
"Participant" means a participant's entire interest in the plan.





Reemployment Commencement date means the first date after a re-employment on which an employee performs any service for the employer

Stock bonus plan account means the portion of the participant's account which is invested in qualified employer securities pursuant to Code Section 401(a)

Termination of employment means the termination of a person's status as an employee of a company and an associated company

Total disability means a disability that permanently renders a participant unable to perform satisfactorily the usual duties of his or her employment with his or her employer as determined by a physician selected by the plan Committee or its delegate, which results in the participant's termination of active employment with the employer

Trustee means the person or persons appointed as trustee of the trust established by this plan and duly appointed and qualified successor trustee

Trustee Responsibility means an responsibility provided in the plan to manage or control the assets of this plan

Trust fund means the assets of the trust established under this plan from which the benefits under this plan shall be paid and shall include all income and losses of any nature earned or incurred by the fund and all changes in fair market value

Valuation date means the dates on which accounts are valued each calendar year which include every business day on which qualified employer securities are traded on NASDAQ or on a securities exchange

Year of Service has the following meanings

a. . . . .

OPTIONAL FORM NO. 1099-R (12-31-10)

a Beneficiary except as provided below, an employee who participated in this plan immediately upon employment with an employer if the employee has attained age 59½. Notwithstanding the above for employees of a financial institution and its subsidiaries who are described in Section 408(a)(5), such employee may elect to participate in this plan on the first day of the first calendar quarter following completion of one year of service and attainment of age 59½.

Commencement of participation Upon completing the eligibility requirements under Section 401(a)(9), a beneficiary employee becomes a participant as of the first day of the first pay period commencing within a reasonable period of time, but not later than 90 days after the date of completion of the requirements.

---

---

---

pon ermination of mp o ment participants sha not e permitted... Compensation hich ma e contri uted to this an

fter ax Contri utions participant aft... referred to as o untar contri utions for all tax contri utions ach participant sha... of the participant s Compensation in each pa ro period unti changed

re ax Contri utions... participant s pre tax contri utions pus his o... of the participant s Compensation pa ro period

Catch p Contri utions... no ha e attained age... Such catch up contri utions sha... an imp ementing the re uirements of Code Sections... or as applica e reason of t... of such catch up contri utions Catch up contri utions i not e matched the Compan

Changes in participant Contri utions participant ma change suspend or resume his or her contri ution designation prospecti e ut not retroacti e effecti e for a pa ro period pro iding notice to the an Committee pro ided that such notice is recei ed... an Committee at such time so as to pro ide the an Committee ith an administrati e practica period of time prior to the start of the pa ro period... such change suspension or resumption is to e effecti e in order to process such re uest n such notice sha remain effecti e unti the participant ma es another contri ution designation as pro ided a o e No mp o er contri utions sha e made on eha f of

the participant ith respect to an period in hich the participant s contri utions are suspended ach participant is so e responsi e for re ie ing his or her account to ensure that his or her contri ution e ctions are proper imp emented in the mp o er s pa ro s stem

c Contri ution rocedures and orms be an Committee i promu gate procedures and prepare e ction forms from time to time for the designation change suspension or resumption of participant contri utions

R N O N O CON R O N O R

a mp o er atching Contri utions xcept as pro ided e o the mp o er sha pa into the rust und at east annua an amount e ua to of each participant s sa ar reduction contri utions and o untar contri utions to the an for each pa ro period for the first of the participant s Compensation contri uted sa ar reduction or o untar contri ution per pa ro period or such other amount as the oard sha determine reso ution In each such case the mp o er s contri ution on eha f of each participant sha e e ua to a stated and nondiscriminator percentage of each participant s contri utions oth o untar contri utions and sa ar reductions) under Section for each pa ro period No matching contri utions i e made on catch up contri utions

ra es On eha f of the mp o es of the ra es the mp o er sha pa into the rust und at east annua an amount e ua to of each participant s sa ar reduction contri utions and o untar contri utions to the an for each pa ro period for the first of the participant s Compensation contri uted sa ar reduction or o untar contri ution per pa ro period or such other amount as the oard sha determine reso ution

Co ecti e argaining mp o es In no e ent i an mp o er contri ution e made under Section for the enefit of an mp o ee co ered a co ecti e argaining agreement descri ed in Section d under hich agreement mp o er contri utions are re uired to e made to an participant on eha f of such argaining unit mp o ee regard ess of e igi i it under such pension p an) a though such mp o es i e entit ed to ma e participant contri utions under Section to the extent permitted under Section d

Star roup On eha f of the mp o es of the Star roup the mp o er sha pa into the rust und at east annua an amount e ua to of each participant s sa ar reduction contri utions and o untar contri utions to the an for each pa ro period for the first of the participant s Compensation contri uted sa ar reduction or o untar contri ution per pa ro period or such other amount as the oard sha determine reso ution

orfeitures n amounts forfeited under Section sha e used first to pa an expenses under Section and an remaining forfeitures after the pa ment of an expenses i e used to reduce the mp o er s contri ution under this Section

N O O N O CON R O N O R

insta ments on an date or dates it e cts pro ided that the amount of its contri ution for an e paid in fu ithin the time prescri ed in order to ua if such pa ment as an income tax deduction for such ear under the Code or an other pro isions of such contri ution ma e made in cash in ua if ing mp o er Securities as determined the Compan ) or in propert of the character in hich the rustee is entit ed to in est the rustee s Contri utions of propert other than cash or ua if ing mp o er Securities sha e su ect to the appro a of the rustee and the an Committee

O O CON R ONS R O he mp o er s contri utions for an an e paid to the rustee and sha e come a part of the rust und he mp o er sha pa the sa ar reductions and o untar contri utions e ected the a ets to the rustee at the ear iest reasona e time ut no ater than the fifteenth th) usness da of the month fo o ing month in hich the participants ou d ha e received the funds ut for the participant s sa ar reduction or pa ro deduction e ction

R RNO O RCON R ONS contri ution the mp o er to the an sha e returned to the Compan at the mp o er s discretion under an of the fo o ing circumstances

a if a contri ution is made the mp o er a mista e or factr incuding a mista en excess contri ution ithin one ear of its pa ment to the an or

if a or an part of the deduction of the contri ution is disa o ed to the extent of the disa o ance ithin one ear after the disa o ance of the deduction

he mp o er sha state ritten re uest to the rustee the amount of the contri ution to e returned and the reason for such return Such amount sha not incude an







treated as a single arrangement. In the event that this arrangement satisfies the requirements of Section 401(a)(9), the

---

---

---

---



ear of Ser vice

n participant ho as a participant in the Studios Inc front Sharing an prior to a sha ecome ested in his or her  
ransferred ccount a ance attri uta e to mp o er contri utions made prior to a as fo o s

e er than R

[Redacted]

[Redacted]

[Redacted]

portion of hi

---

---

---

---

Participant shall retain the right to receive allocations of earnings and losses on his or her account and to receive a distribution of her account as determined under Article 1 and

as provided in Article 1 a participant who makes contributions during an applicable period shall retain the right to receive her share in the employer's contribution allocated to the participant's account for such applicable period.

IRREVOCABLE TRUSTS

a. Notification of trustee and form of distribution When a participant's vested account becomes distributable under Section 401(a) the plan Committee will notify the trustee of the participant's name and address the amount of the vested account which is distributable and the reason for its being distributable. The participant's account will be distributed in cash provided that the participant makes a demand to receive his or her Stock Units, an account in shares of qualifying employer Securities, Cash or a similar distribution in lieu of shares of qualifying employer Securities.

Distribution upon Retirement or other termination If a participant's account becomes distributable upon his or her termination of employment with the employer because such participant has attained Normal Retirement age or because of his or her other termination the trustee will distribute to the participant his or her vested account balance in a lump sum within a reasonable time after the close of the month or earlier if administratively feasible) in which occurs the latest of the date the participant provides his or her consent to the distribution if necessary or in the case of a distribution for which consent is not required when the time period set by the Committee for making an elective rollover distribution expires. If the participant dies before receiving his or her vested account the remaining account balance will be paid to his or her beneficiary under this Section.

c. Distribution upon death If a participant's account becomes distributable because of his or her death the trustee shall distribute to the participant's beneficiary the participant's total vested account balance in a lump sum within a reasonable time after the close of the

month or earlier if administratively feasible) in which occurs the latest of the date the beneficiary provides his or her consent to the distribution if necessary or in the case of a distribution for which consent is not required when the time period set by the Committee for making an elective rollover distribution expires. If the participant dies before receiving his or her vested account the remaining account balance shall be paid to the contingent beneficiary if an If the participant has not designated a beneficiary or if the participant has designated a beneficiary who dies and the participant has not designated a contingent beneficiary the participant's vested account will be paid in a lump sum under Section

document is provided to the



Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 2002, in accordance with section 401(a)(9) of the Tax Reform Act of 1986 (the "1986 Act") and the provisions of the plan that relate to section 401(a)(9) of the 1986 Act.

Time and manner of distribution

Required beginning date. The participant's entire interest in the distributed or begin to be distributed to the participant no later than the participant's required beginning date.

Death of participant before distributions begin. If the participant dies before distributions begin, the participant's entire interest in the distributed or begin to be distributed no later than as follows:

If the participant's surviving spouse is the participant's sole designated beneficiary, then except as provided in the distribution to the surviving spouse in the calendar year immediately following the calendar year in which the participant died or the calendar year in which the participant would have attained age 70½ if alive.

If the participant's surviving spouse is not the participant's sole designated beneficiary, then except as provided in the distribution to the designated beneficiary in the calendar year immediately following the calendar year in which the participant died.

C. If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest in the distributed amount of the calendar year containing the fifth anniversary of the participant's death.

If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this Section shall apply as if the surviving spouse were the participant.

For purposes of this Section and Section 401(d)(9), distributions are considered to begin on the participant's required beginning date. If Section 401(d)(9) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 401(d)(9).

Forms of distribution. Unless the participant's interest is distributed in a single sum on or before the required beginning date as of the first distribution calendar year, distributions shall be made in accordance with subsections (c) and (d) of this Section.

c. Required minimum distributions during participant's lifetime

Amount of Required minimum distribution or each distribution. Calendar year during the participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:

the quotient obtained by dividing the participant's account balance for the distribution period in the uniform lifetime annuity set forth in Income Tax Regulation Section 1.401(a)(9)-5 using the participant's age as of the participant's birthdate in the distribution calendar year; or

if the participant's sole designated beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Annuity set forth in Income Tax Regulation Section 1.401(a)(9)-5 using the participant's and spouse's attained ages as of the participant's and spouse's birthdates in the distribution calendar year.

Lifetime Required minimum distributions. Continue through year of participant's death. Required minimum distributions shall be determined under this





a. Employer Contributions Participant may withdraw a portion of his or her account attributable to employer contributions including an earnings losses and changes in fair market value of such contributions upon attaining age

Post-Tax Contributions Participant may withdraw a portion of his or her account attributable to post-tax contributions including an earnings losses and changes in fair market value of such contributions at any time upon an withdrawal of post-tax contributions the participant is prohibited from contributing to the plan including salary reduction contributions and post-tax contributions for a period of six (6) months from the date of the withdrawal

c. Salary Reductions Salary reduction contributions may be withdrawn in the following circumstances

Participant may withdraw his or her salary reduction contributions to this plan except an earnings on such contributions upon a hardship which is defined as an immediate and heavy financial need withdrawal is deemed to be on account of an immediate and heavy financial need of the participant if the withdrawal is for expenses for medical care described in Code Section 213(d) previously incurred by the participant or the participant's spouse dependents or necessary for these persons to obtain medical care described in Code Section 213(d) costs directly related to the purchase of the participant's principal residence (excluding mortgage payments) Payment of tuition related educational fees and room and board expenses for the next 12 months of post-secondary education for the participant or the participant's spouse or dependents Payments necessary to prevent the eviction of the participant from the participant's principal residence or foreclosure on the mortgage on that residence Payment for funeral or burial expenses for the participant's deceased spouse parent child or dependent Payment for expenses to repair damage to the participant's principal residence that would qualify for a casualty loss deduction under Code Section 1631(d) determined without regard to whether such loss exceeds an percentage of the participant's adjusted gross income Payment for extraordinary expenses for the participant or the participant's immediate family or the occurrence of other event deemed by the Secretary of the Treasury to be an immediate and heavy financial need under Income Tax Regulation Section 1.72(b)(1)(i)(C) or purposes of this paragraph dependent on Code Section 72(b)(1)(i)(C) without regard to Code Sections 72(b)(1)(i)(C) and d) No other event shall be

considered a hardship under the terms of the plan hardship distribution cannot exceed the amount required to meet the immediate financial need and cannot be reasonably expected to be replaced by the participant from other resources including insurance reimbursement reasonable asset liquidation cessation of participant contributions to the plan or borrowing from commercial sources on reasonable terms If the plan Committee or its delegate determines in accordance with a uniform nondiscriminatory policy that a hardship exists it may direct the trustee to distribute the amount requested to the participant Participant who makes a hardship withdrawal under this Section may not contribute to the trust under Section 401 or any other plans of the Company for six months after receipt of the distribution Expenses attributable to the hardship withdrawal may be charged to the account of the participant requesting the withdrawal

Participant may withdraw a portion of his or her salary reduction contributions including an earnings losses and changes in fair market value of such contributions upon attaining age

d. Withdrawal as from Other Plans To the extent required a participant may withdraw a portion of his or her account from a plan maintained by a company which is a member of a group of corporations or trades or businesses under common control with the Company deemed to be a withdrawal from this plan for purposes of applying the withdrawal limitations and suspension of plan participation provisions of this Section and the regulations thereunder

e. Roll-overs Participant may request a single sum withdrawal of all account balances transferred to this plan from another qualified plan including an earnings thereon at any time

f. Form of Withdrawal Withdrawals under this Section shall be made in cash and such cash is to be held in a trust or custodial account on a pro rata basis and to the extent necessary to cover the requested withdrawal amount investment funds which the participant's account is invested on the date the withdrawal request is processed to the extent the participant may demand withdrawal in a lump sum amount made in the form of a check or by depositing employer securities to the extent such requested withdrawal amount is attributable to the participant's stock units in an account

g. Participants Ineligible for Distribution A participant who is a participant in the Company's defined employment with the Company including but not limited to participants who are not eligible to receive a distribution from the plan because the participant has not separated from service or because of the restrictions on distributions under Code Section 401(a)(9) such participant is ineligible to request a distribution under this Section as if such participant still were employed by the Company

h. Suspension of Contributions After Three Withdrawals Participant who receives more than three (3) withdrawals during an annual period excluding hardship withdrawals of salary reduction contributions is suspended from making any contributions to the plan including salary reduction contributions and post-tax contributions for a period of six months from the date of the last withdrawal

i. Additional Withdrawal Options for Transferred Accounts So long as for the portion of a participant's account attributable to the transfer of assets from the Inc Savings Plan former International Casting Technologies Inc Savings Plan and an earnings thereon the transferred accounts in addition to the withdrawal options otherwise provided in this Section each participant who has attained age 59 1/2 may request at any time a withdrawal of a portion of his or her accounts in a single sum payment without incurring a suspension of contributions to the plan

Withdrawals Limited to Certain Participants Notwithstanding any other provision in this plan individuals who are alternate payees under a qualified domestic Relations Order beneficiaries of deceased participants participants who are totally disabled and participants who have terminated employment with the employer are not eligible for an withdrawal under this Section but are entitled to a full distribution of their respective interests under Section

OPTIONAL ROLLOVER SAVINGS RO RNS RR NSNON SS S Notwithstanding any provision of this plan to the contrary to the extent that an optional form of benefit under this plan permits a distribution prior to the employee's retirement death disability or severance from employment or prior to an termination the optional form of benefit is not available with respect to benefits attributable to assets including the post-transfer earnings thereon and liabilities that are transferred within the meaning of Code Section 401(a)(9) to this plan from a money purchase pension plan qualified under Code Section 408(a) other than an portion of those assets and liabilities attributable to participant's employer contributions

RO OR S R ONS RO N

a. General Rule Notwithstanding any provision of the plan to the contrary that otherwise would limit a participant's distribution election under this article a participant





the employee's gross income in the year in which contributed. (ii) amounts realized from the exercise of a nontransferable stock option or restricted stock (or other property) held by the employee either becomes free of federal income tax or is no longer subject to substantial risk of forfeiture. (iii) amounts realized from the sale, exchange, or other disposition of stock received under a statutory stock option (i) or other amounts received for special tax benefits, such as premiums for group-term life insurance, up to the extent that the premiums are not includable in the participant's gross income and are not salaries or amounts described in Code Section 83, or other items of remuneration that are similar to any of the items listed in (i) through (iii) herein.

C. With respect to payments made after the participant's separation from employment within the meaning of Code Section 402(a)(9)(B) as modified by the Regulations Section 1.402(a)(9)(B)-1(a), provided that such payments are made within 60 days after the participant's separation from employment with the Company, the end of

Qualifying plan may include amounts that are not includable in the participant's gross income for purposes of Code Section 402(a)(9)(B) if such amounts are not includable in the participant's gross income for purposes of Code Section 402(a)(9)(B).

the Company's Retirement Section 402(a)(9)(B) plan. Compensation includes payments for services during the participant's regular working hours or compensation for services outside the participant's regular working hours.

a If the Company maintains one or more defined contribution plans (including an simplified employee pension plan) and the Company has not maintained a defined benefit plan that during the five year period ending on the termination date has or has had

---

---

of an participant without regard to an integration feature

---

---

---

if pro inemporamat  
for beneficiar in the an if such enefit is computed and paid on a asis hich is consistent ith the terms of the an as app ied to a other articipants and neficiaries  
he determination of an matters affecting the pa ment of enefits to an iduciar other than the an Committee sha e determined the an Committee If the an  
Committee is an indi idua the determination of an matters affecting the pa ment of enefits to the an Committee sha e made a temporar an Committee ho sha  
e appointed the oard for such purpose If the an Committee is a group of indi idua s the determination of an matters affecting the pa ment of enefits to an  
indi idua an Committee mem er sha e made the remaining an Committee mem ers ithout the ote of such indi idua an Committee mem er If the remaining  
an Committee mem ers are una e to agree on an matter affecting the pa ment of such enefits the oard sha appoint a temporar an Committee to decide the matter

CO NS ION N NS SO I C R S

h N i ) i



a







... R N O N O N he expectation of each mp o er is to continue in indefinite ut the continuance of the an is not assumed as a contractua  
o igation the mp o er and the right is reser ed to each mp o er action of directors or simi ar go erning od to terminate its participation in this an  
at an time he Compan i ha e the right to terminate this an at an time termination of this an an mp o er in no e ent sha ha e the effect of re esting  
an part of the trust und in the mp o er he an created execution of the agreement ith respect to an mp o er sha e terminated automatica in the e ent of  
the disso ution conso lidation or merger of such mp o er or the sa e sta us mp o er of su stantia a of its assets if the resu ting successor corporation or usiness  
entit sha fai to adopt the an and rust under Section If this as ua ified the oard in its discretion ma terminate this an

... he of sp... R R... N et O N O his R M S Ser h... t... t... ed x... s... f... ion... this r... a... e... d... t... continue in fu force and effect for such time as ma e necessar to accomp ish the  
purposes for hich it is created un ess sooner terminated and discontinued the oard Notice of such termination sha e gi en to the rustee the an Committee in  
the form of an instrumt in riting executed the Compan pursuant to the action of its oard together ith a certified cop of the reso ution of the oard to that effect  
in its discretion the an Committee ma re uire a fa ora e determination etter from the Interna Re enue Ser ice stating that the prior ua ified status of the an has not  
een affected such termination Such termination sha ta e effect as of the date of the de i er of the notice of termination and fa ora e determination etter if o tained  
to the rustee he an dministrator sha fi e such termina reports as are re uired in rtic e

CON IN NC O N N Nti r m ormi

participants and their beneficiaries under no circumstances shall any funds contributed to or held by the Trustee at any time revert to or be used for or on behalf of any member except to the extent permitted by the Trust Agreement.

This plan and trust has been approved by the Plan Committee as duly authorized by the Board as of the date indicated below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

...e fare benefits...  
...mp o er S contri utions nontaxa e)  
...mp o er s pa ment for hea th insuranc...  
...mp o er s pa ment of CO R...  
CO R RR Su sid  
Se erance pa  
Se erance and sett ement... paid in connection with the termination of  
emp o ment if paid after...  
a in lieu of notice... after termination...  
xc uded  
xc uded  
xc uded

...or ers compens... benefits paid from third part...  
...n amounts paid... reason after the end of the pa... period after the pa... period  
...in which termination of emp o ment occurs... onuses commi ons and acation  
...pa... paid after the end of pa... period after pa... period in... termination occurs  
...exc uded un... the de ad pa ment... as so e... emp o er error... here  
...pa ment... a... to ha e... been inc... the emp o ee s fina...  
...pa cheo...  
...axa e premiums for short term disa i...  
...axa e premiums for ong term disa i...  
...isa i it... benefits paid from third... insurance compan...  
...mp o ee compensation defere... on... uafied deferred compensation p an...  
...istri utions from non... uafied deferred compensation p an... after termination  
emp o ment  
...n amounts paid to a... er... ar... upon the death of an emp o ee...  
...axa e income recogni ed upon the exercise of a sto... appreciation right... sto...  
option... S... R... and options for... N... N... C... S... R...  
...R C )... iert... o a )... C iert... C )... d... C...  
...isco er ) sto...  
...axa e income recogni ed upon the esting of restri... sto...  
restricted shares of... N... N... C... S... R... C )...  
...iert... o a )... C iert... o a C... )... s... er ) sto...  
xc uded  
xc uded  
xc uded  
xc uded  
xc uded

...axa e income resulting from other... ent... incenti e arrangements... such as... s...  
...Rs... e... re ated to shares... N... N... C... S... R...  
...R C )... er... o a )... C i... o a C ) and  
...C... isco er ) sto...  
...axa e income recogni ed upon the exercise of a sto... appreciation right or sto...  
option for... N... N... C... S... R... R C )... iert...  
...o a )... C iert... o a C ) and  
xc uded