Table of Contents

As filed with the Securities and Exchange Commission on December 19, 2007

Registration No. 333-_____

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

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

QUALCOMM INCORPORATED

(Exact name of registrant as specified in its charter)

DELAWARE	95-3685934
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
858-587-1121

(Address of principal executive offices)

Options to purchase common stock granted under the
FIRETHORN HOLDINGS, LLC 2006 SHARE INCENTIVE PLAN
assumed by QUALCOMM Incorporated

(Full title of the plan)

PAUL E. JACOBS
CHIEF EXECUTIVE OFFICER
QUALCOMM INCORPORATED
5775 MOREHOUSE DRIVE
SAN DIEGO, CALIFORNIA 92121
858-587-1121

(Name and address of agent for service)

This registration statement shall hereafter become effective in accordance with Rule 462 promulgated under the Securities Act of 1933, as amended.

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered[1]	Amount to be registered[2]	Proposed maximum offering price per share[3]	Proposed maximum aggregate offering price[3]	Amount of registration fee
Common Stock Par Value $.0001	1,321,763[4]	$ 23.96	$ 31,669,271	$ 972.25

1 The securities to be registered include options to acquire common stock of QUALCOMM Incorporated ("Common Stock").

2 Pursuant to Rule 416(a), this registration statement also covers any additional securities that may be offered or issued in connection with any stock split, stock dividend or similar transaction.

3 Calculated solely for the purposes of this offering under Rule 457(h) on the basis of the weighted average exercise price of the outstanding assumed options.

4 Represents shares subject to issuance upon the exercise of outstanding stock options under the Firethorn Holdings, LLC 2006 Share Incentive Plan and assumed by QUALCOMM Incorporated on November 20, 2007, pursuant to the Agreement and Plan of Merger by and among QUALCOMM Incorporated, Zeppelin Acquisition Corporation, Firethorn Holdings, LLC and Brady L. Rackley, III made and entered into as of November 13, 2007.

TABLE OF CONTENTS

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Items 1 and 2. The documents containing the information specified in this Part I will be sent or given to employees as specified by Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

QUALCOMM Incorporated (the "Company" or the "registrant") hereby incorporates by reference in this registration statement on Form S-8 (the "registration statement") the following documents:

(a) The Company's annual report on Form 10-K filed pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), containing audited financial statements for the Company's latest fiscal year ended September 30, 2007 as filed with the Securities and Exchange Commission on November 8, 2007.

(b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the registrant document referred to in (a) above.

(c) The description of the Company's Common Stock contained in the Company's registration statement filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities

The class of securities to be offered is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel

Inapplicable.

Item 6. Indemnification of Directors and Officers

Under Section 145 of the Delaware General Corporation Law, the Company has broad powers to indemnify its directors and officers against liabilities they may incur in such capacities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). The Company's Bylaws require the Company to indemnify its directors and executive officers and may indemnify its other officers to the full extent permitted by law. The Company believes that indemnification under its Bylaws covers at least negligence and gross negligence by officers and directors, and requires the Company to advance litigation expenses in the case of stockholder derivative actions or other actions, against an undertaking by the officer or director to repay such advances if it is ultimately determined that the officer or director is not entitled to indemnification. The Bylaws further provide that rights conferred under such Bylaws shall not be deemed to be exclusive of any other right such persons may have or acquire under any statute, provision of any Certificate of Incorporation, Bylaw, agreement, vote of stockholders, disinterested directors or otherwise.

In addition, the Company's Certificate of Incorporation provides that, pursuant to Delaware law, its directors shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to the Company and its stockholders. This provision in the Certificate of Incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to the Company, or acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

The Company currently has a policy providing directors and officers' liability insurance with insured directors and officers of the Company in certain circumstances. The policy also insures the Company against losses as to which its directors and officers are entitled to indemnification.

Item 7. Exemption from Registration Claimed

Inapplicable.

Item 8. Exhibits

See Exhibit Index.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (l)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on December 19, 2007.

QUALCOMM Incorporated

By: /s/ Paul E. Jacobs
Paul E. Jacobs, Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

The officers and directors of QUALCOMM Incorporated whose signatures appear below, hereby constitute and appoint PAUL E. JACOBS and WILLIAM E. KEITEL, and each of them, their true and lawful attorneys and agents, with full power of substitution, each with power to act alone, to sign and execute on behalf of the undersigned any amendment or amendments to this registration statement on Form S-8, and each of the undersigned does hereby ratify and confirm all that each of said attorney and agent, or their or his substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Paul E. Jacobs Paul E. Jacobs	Chief Executive Officer and Director (Principal Executive Officer)	December 19, 2007
/s/ William E. Keitel William E. Keitel	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	December 19, 2007
/s/ Irwin Mark Jacobs Irwin Mark Jacobs	Chairman of the Board	December 19, 2007
/s/ Barbara T. Alexander Barbara T. Alexander	Director	December 19, 2007
/s/ Raymond V. Dittamore Raymond V. Dittamore	Director	December 19, 2007
/s/ Sherry Lansing Sherry Lansing	Director	December 19, 2007
/s/ Duane A. Nelles Duane A. Nelles	Director	December 19, 2007
/s/ Peter M. Sacerdote Peter M. Sacerdote	Director	December 19, 2007
/s/ Brent T. Scowcroft Brent Scowcroft	Director	December 19, 2007

EXHIBIT INDEX

4.1	Restated Certificate of Incorporation of the Company, as amended, is incorporated by reference to Exhibit 99.4 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 13, 2006.
4.2	Certificate of Amendment of Certificate of Designation is incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 30, 2005.
4.3	Amended and Restated Bylaws of the Company are incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 22, 2006.
5	Opinion re legality
23	Consent of Counsel (included in Exhibit 5)
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
24	Power of Attorney (included with the signature pages to this registration statement)
99.1	Firethorn Holdings, LLC 2006 Share Incentive Plan, as amended
99.2	Form of Firethorn Holdings, LLC 2006 Share Incentive Plan Nonqualified Option Agreement
99.3	Form of Firethorn Holdings, LLC Employee Stock Option Grant Notice and Employee Nonqualified Stock Option Agreement
99.4	Form of Rackley Retention Option Grant Notice dated November 19, 2007
99.5	Form of Porter Retention Option Grant Notice dated November 19, 2007
99.6	Form of Retention Stock Option Agreement and Vesting Provisions of Retention Stock Option Agreement

EXHIBIT 5

DLA PIPER US LLP
4365 Executive Drive, Suite 1100, San Diego, CA 92121-2189
Phone: 858-677-1400 Fax: 858-677-1477 www.dlapiper.com

December 19, 2007

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Ladies and Gentlemen:

As legal counsel for QUALCOMM Incorporated, a Delaware corporation (the "Company"), we are rendering this opinion in connection with the registration under the Securities Act of 1933, as amended, of up to 1,321,763 shares of the Common Stock, $0.0001 par value (the "Registration Statement"), of the Company which may be issued pursuant to the exercise of options granted under the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan") and assumed by QUALCOMM Incorporated.

We have examined all instruments, documents and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. We are admitted to practice only in the State of California and we express no opinion concerning any law other than the law of the State of California, the corporation laws of the State of Delaware and the federal law of the United States. As to matters of Delaware corporation law, we have based our opinion solely upon our examination of such laws and the rules and regulations of the authorities administering such laws, all as reported in standard, unofficial compilations. We have not obtained opinions of counsel licensed to practice in jurisdictions other than the State of California.

Based on such examination, we are of the opinion that the 1,321,763 shares of Common Stock which may be issued under the Plan and assumed by QUALCOMM Incorporated are duly authorized shares of the Company's Common Stock, and, when issued against receipt of the consideration therefor in accordance with the provisions of the Plan, will be validly issued, fully paid and nonassessable. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement referred to above and the use of our name wherever it appears in said Registration Statement.

Respectfully submitted,

/s/ DLA Piper US LLP
DLA PIPER US LLP

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated November 8, 2007 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in QUALCOMM Incorporated's Annual Report on Form 10-K for the year-ended September 30, 2007.

/s/ PricewaterhouseCoopers LLP
San Diego, California
December 19, 2007

EXHIBIT 99.1

FIRETHORN HOLDINGS, LLC 2006 SHARE INCENTIVE PLAN, AS AMENDED

FIRETHORN HOLDINGS, LLC
2006 SHARE INCENTIVE PLAN

1. Purpose

The purpose of this Plan is to promote the interests of the Company by providing the opportunity to purchase or receive Shares or to receive compensation that is based upon appreciation in the value of Shares to Eligible Recipients in order to attract and retain Eligible Recipients by providing an incentive to work to increase the value of Shares and a stake in the future of the Company that corresponds to the stake of each of the Company's Share holders. The Plan provides for the grant of Non-Qualified Options, Restricted Share Awards, Restricted Share Units and Share appreciation Rights to aid the Company in obtaining these goals.

2. Definitions

Each term set forth in this Section shall have the meaning set forth opposite such term for purposes of this Plan and any Share Incentive Agreements under this Plan (unless noted otherwise), and for purposes of such definitions, the singular shall include the plural and the plural shall include the singular, and reference to one gender shall include the other gender. Note that some definitions may not be used in this Plan, and may be inserted here solely for possible use in Share Incentive Agreements issued under this Plan.

2.1 ***Board*** means the Board of Managers of the Company.

2.2 ***Cause*** shall mean an act or acts by an Eligible Recipient involving (a) the use for profit or disclosure to unauthorized persons of confidential information or trade secrets of the Company, a Parent or a Subsidiary, (b) the breach of any contract with the Company, a Parent or a Subsidiary, (c) the violation of any fiduciary obligation to the Company, a Parent or a Subsidiary, (d) the unlawful trading in the securities of the Company, a Parent, or a Subsidiary, or of another corporation based on information gained as a result of the performance of services for the Company, a Parent or a Subsidiary, (e) a felony conviction or the failure to contest prosecution of a felony, or (f) willful misconduct, dishonesty, embezzlement, fraud, deceit or civil rights violations, or other unlawful acts.

2.3 ***Change of Control*** means a "Change of Control" as defined in the Amended and Restated Operating Agreement of Firethorn Holdings, LLC, as it may be amended and/or restated from time to time.

2.4 ***Code*** means the Internal Revenue Code of 1986, as amended.

2.5 ***Committee*** means any committee appointed by the Board to administer the Plan, as specified in Section 5 hereof.

2.6 ***Company*** means Firethorn Holdings, LLC, a Georgia Limited Liability Company, and any successor to such organization.

2.7 ***Constructive Discharge*** means a termination of employment with the Company by an Employee due to any of the following events***if*** the termination occurs within thirty (30) days of such event:

(a) *Forced Relocation or Transfer*. The Employee may continue employment with the Company, a Parent or a Subsidiary (or a successor employer), but such employment is contingent on the Employee's being transferred to a site of employment which is located further than 50 miles from the Employee's current site of employment. For this purpose, an Employee's site of employment shall be the site of employment to which they are assigned as their home base, from which their work is assigned, or to which they report, and shall be determined by the Committee in its sole discretion on the basis of the facts and circumstances.

(b) *Decrease in Salary or Wages*. The Employee may continue employment with the Company, a Parent or a Subsidiary (or a successor employer), but such employment is contingent upon the Employee's acceptance of a salary or wage rate which is less than the Employee's prior salary or wage rate.

(c) *Significant and Substantial Reduction in Benefits.* The Employee may continue employment with the Company, a Parent or a Subsidiary (or a successor employer), but such employment is contingent upon the Employee's acceptance of a reduction in the pension, welfare or fringe benefits provided which is both significant and substantial when expressed as a dollar amount or when expressed as a percentage of the Employee's cash compensation. The determination of whether a reduction in pension, welfare or fringe benefits is significant and substantial shall be made on the basis of all pertinent facts and circumstances, including the entire benefit (pension, welfare and fringe) package provided to the Employee, and any salary or wages paid to the Employee. However, notwithstanding the preceding, any modification or elimination of benefits which results solely from the provision of new benefits to an Employee by a successor employer as a result of a change of the Employee's employment from employment with the Company to employment with such successor shall not be deemed a Significant and Substantial Reduction in Benefits where such new benefits are identical to the benefits provided to similarly situated Employees of the successor.

2.8 ***Effective Date*** means the "Effective Date" as set forth in Section 4 of this Plan.

2.9 ***Eligible Recipient*** means an Employee and/or Key person.

2.10 ***Employee*** means a common law employee of the Company, a Subsidiary or a Parent.

2.11 ***Exchange Act*** means the Securities Exchange Act of 1934, as amended.

2.12 ***Exercise Price*** means the price that shall be paid to purchase one (1) Share upon the exercise of an Option granted under this Plan.

2.13 ***Fair Market Value*** of each Share on any date means the price determined below as of the close of business on such date (provided, however, if for any reason, the Fair Market Value per Share cannot be ascertained or is unavailable for such date, the Fair Market Value per Share shall be determined as of the nearest preceding date on which such Fair Market Value can be ascertained):

(a) If the Share is listed or traded on any established stock exchange or a national market system, including without limitation the National Market of the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") System, its Fair Market Value shall be the closing sale price for the Share (or the mean of the closing bid and ask prices, if no sales were reported), on such exchange or system on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(b) If the Share is not listed or traded on any established stock exchange or a national market system, its Fair Market Value shall be the average of the closing dealer "bid" and "ask" prices of a Share as reflected on the NASDAQ interdealer quotation system of the National Association of Securities Dealers, Inc. on the date of such determination; or

(c) In the absence of an established public trading market for the Share, the Fair Market Value of a Share shall be determined in good faith by the Board.

2.14 ***FLSA Exclusion*** means the provisions of Section 7(e) of the Fair Labor Standards Act of 1936 (the "FLSA") that exempt certain stock-based compensation from inclusion in overtime determinations under the FLSA. ***Note that the provisions of Section 7(e) of the Fair Labor Standards Act do not appear to apply to partnership interests. Therefore, no FLSA Exclusion may be available with respect to awards under this Plan***.

2.15 ***Incumbent Board*** means the individuals who, at the Effective Date, constitute the Board, and any person becoming a member of the Board after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for member of the Board, without written objection to such nomination); provided, however, that no individual initially elected or nominated as a member of the Board as a result of an actual or threatened election contest (as described in Rule 14a-11 under the 1934 Act ("Election Contest") or other actual or threatened solicitation of proxies or consents by or on behalf of any "person" (as such term is defined in Section 3(a)(9) of the 1934 Act and as used in Section 13(d)(3) and 14(d)(2) of the 1934 Act) other than the Board ("Proxy Contest"), including by reason of any agreement intended to avoid or settle any Election Context or Proxy Contest, shall be deemed a member of any the Incumbent Board; and provided further, that, subject to the provisions of this Section, no person shall be deemed to be a member of the Incumbent Board until such time as he or she takes office as a member of the Board.

2.16 ***Initial Public Offering*** means the closing of the Company's initial public offering of any class or series of the Company's equity securities pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended ("1933 Act").

2.17 ***Insider*** means an individual who is, on the relevant date, an officer or ten percent (10%) beneficial owner of any class of the Company's equity securities that is registered pursuant to Section 12 of the Exchange Act, all as defined under Section 16 of the Exchange Act.

2.18 ***Key Person*** means (a) a member of the Board who is not an Employee, or (b) a consultant or advisor; provided, however, that such consultant or advisor must be an individual who is providing or will be providing *bona fide* services to the Company, a Subsidiary or a Parent, with such services (i) not being in connection with the offer or sale of securities in a capital-raising transaction, and (ii) not directly or indirectly promoting or maintaining a market for securities of the Company, a Subsidiary or a Parent, within the meaning of 17 CFR §230.701(c)(1).

2.19 ***NQSO*** means an option granted under this Plan to purchase Shares that is not intended by the Company to satisfy the requirements of Code §422.

2.20 ***Option*** means a NQSO.

2.21 ***Outside Board Member*** means a member of the Board who is not an Employee and who qualifies as a "non-employee director" under Rule 16b-3(b)(3) under the 1934 Act, as amended from time to time.

2.22 ***Parent*** means any entity (other than the entity employing a Participant) in an unbroken chain of entities ending with the entity employing a Participant if, at the time of the granting of the Share incentive, each of the entities other than the entity employing the Participant owns fifty percent (50%) or more of the total combined voting power of all classes of interests in one of the other entities in such chain. However, for purposes of Interpreting any Share Incentive Agreement issued under this Plan as of a date of determination, Parent shall mean any entity (other than the entity employing a Participant) in an unbroken chain of entities ending with the entity employing a Participant if, at the time of the granting of the Share Incentive and thereafter through such date of determination, each of the entities other than the entity employing the Participant owns fifty percent (50%) or more of the total combined voting power of all classes of interests in one of the other entities in such chain.

2.23 ***Participant*** means an individual who receives a Share Incentive hereunder.

2.24 ***Plan*** means the Firethorn Holdings, LLC 2006 Share Incentive Plan, as may be amended from time to time.

2.25 ***Qualified Termination*** shall mean a termination of the employment of an Employee where such termination is done by the Company without Cause or where such termination is a Constructive Discharge.

2.26 ***Restricted Share Award*** means an award of Shares granted to a Participant under this Plan whereby the Participant has immediate rights of ownership in the Shares underlying the award, but such Shares are subject to restrictions in accordance with the terms and provisions of this Plan and the Share Incentive Agreement pertaining to the award and may be subject to forfeiture by the individual until the earlier of (a) the time such restrictions lapse or are satisfied, or (b) the time such Shares are forfeited, pursuant to the terms and provisions of the Share Incentive Agreement pertaining to the award.

2.27 ***Restricted Share Unit*** means a contractual right granted to a Participant under this Plan to receive any Share which is subject to restrictions of this Plan and the applicable Share Incentive Agreement.

2.28 ***Share*** means Class B Shares of the Company.

2.29 ***Share Appreciation Right*** means a right granted to a Participant pursuant to the terms and provisions of this Plan whereby the individual, without payment to the Company (except for any applicable withholding or other taxes), receives cash, Shares, a combination thereof, or such other consideration as the Board may determine, in an amount equal to the excess of the Fair Market Value per Share on the date on which the Share Appreciation Right is exercised over the SAR Exercise Price per Share noted in the Share Appreciation Right for each Share subject to the Share Appreciation Right.

2.30 ***SAR Exercise Price*** means the amount per Share specified in a Share Incentive Agreement with respect to a Share Appreciation Right, the excess of the Fair Market Value of a Share over and above such amount, the holder of such Share Appreciation Right may be able to receive upon the exercise or payment of such Share Appreciation Right.

2.31 ***Share Incentive*** means a NQSO**,** a Restricted Share Award, a Restricted Share Unit, or a Share Appreciation Right.

2.32 ***Share Incentive Agreement*** means an agreement between the Company, a Parent or a Subsidiary, and a Participant evidencing an award of a Share incentive.

2.33 ***Subsidiary*** means any entity (other than the entity employing such Participant) in an unbroken chain of entities beginning with the entity employing such Participant if, at the time of the granting of the Share Incentive, each of the entities other than the last entity in the unbroken chain owns fifty percent (50%) or more of the total combined voting power of all classes of interests in one of the other entities in such chain. However, for purposes of interpreting any Share Incentive Agreement issued under this Plan as of a date of determination, Subsidiary shall mean any entity (other than the entity employing such Participant) in an unbroken chain of entities beginning with the entity employing such Participant if, at the time of the granting of the Share Incentive and thereafter through such date of determination, each of the entities other than the last entity in the unbroken chain owns fifty percent (50%) or more of the total combined voting power of all classes of interests in one of the other entities in such chain.

3. Shares Subject to Share Incentives

3.1 ***Maximum Aggregate Shares Issuable Pursuant to Share Incentives***. The total number of Shares that may be issued pursuant to Share Incentives under this Plan shall not exceed the sum of 28,676, as adjusted pursuant to Section 10. (It is the intent of the foregoing subsection (c) that any Shares which were reserved for issuance under the Prior Plan and which are not actually issued under such Prior Plan or which were issued under such Prior Plan but which again become available for issuance under such Prior Plan for any reason shall become Shares available for Issuance under this Plan.) Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, and from Shares that have been reacquired by the Company.

3.2 ***Additions to Maximum Aggregate Shares Issuable.*** Any Shares subject to a Share Incentive which remain after the cancellation, expiration or exchange of such Share Incentive thereafter shall again become available for use under this Plan.

4. Effective Date

The Effective Date of this Plan shall be the date it is adopted by the Board, as noted in resolutions effectuating such adoption, provided the Share holders of the Company approve this Plan within twelve (12) months after such Effective Date. If such Effective Date comes before such Share holder approval, any Share Incentives granted under this Plan before the date of such approval automatically shall be granted subject to such approval.

5. Administration

5.1 ***General Administration.*** The Board shall administer this Plan. The Board, acting in its absolute discretion, shall exercise such powers and take such action as expressly called for under this Plan. The Board shall have the power to interpret this Plan and, subject to the terms and provisions of this Plan, to take such other action in the administration and operation of the Plan as it deems equitable under the circumstances. The Board's actions shall be binding on the Company, on each affected Eligible Recipient, and on each other person directly or indirectly affected by such actions.

5.2 ***Authority of the Board.*** Except as limited by law or by the Amended and Restated Operating Agreement of Firethorn Holdings, LLC, and subject to the provisions herein, the Board shall have full power to select Eligible Recipients who shall participate in the Plan, to determine the sizes and types of Share Incentives in a manner consistent with the Plan, to determine the terms and conditions of Share Incentives in a manner consistent with the Plan, to construe and interpret the Plan and any agreement or instrument entered into under the Plan, to establish, amend or waive rules and regulations for the Plan's administration, and to amend the terms and conditions of any outstanding Share Incentives as allowed under the Plan and such Share Incentives. Further, the Board may make all other determinations that may be necessary or advisable for the administration of the Plan.

5.3 ***Delegation of Authority***. The Board may delegate its authority under the Plan, in whole or in part, to a Committee appointed by the Board consisting of not less than one (1) member of the Board or to one or more other persons to whom the powers of the Board hereunder may be delegated in accordance with applicable law. The members of the Committee and any other persons to whom authority has been delegated shall be appointed from time to time by, and shall serve at the discretion of, the Board. The Committee or other delegate (if appointed) shall act according to the policies and procedures set forth in the Plan and to those policies and procedures established by the Board, and the Committee or other delegate shall have such powers and responsibilities as are set forth by the Board. Reference to the Board in this Plan shall specifically include reference to the Committee or other delegate where the Board has delegated its authority to the Committee or other delegate, and any action by the Committee or other delegate pursuant to a delegation of authority by the Board shall be deemed an action by the Board under the Plan. Notwithstanding the above, the Board may assume the powers and responsibilities granted to the Committee or other delegate at any time, in whole or in part. With respect to Committee appointments and composition, only a Committee (or a subcommittee thereof) comprised solely of Outside Board Members may grant Share incentives to Insiders that will be exempt from Section 16(b) of the Exchange Act.

5.4 ***Decisions Binding***. All determinations and decisions made by the Board (or its delegate) pursuant to the provisions of this Plan and all related orders and resolutions of the Board shall be final, conclusive and binding on all persons, including the Company, its Share holders, members of the Board, Eligible Recipients, Participants, and their estates and beneficiaries.

5.5 ***Indemnification for Decisions***. No member of the Board or the Committee (or a subcommittee thereof) shall be liable in connection with or by reason of any act or omission performed or omitted to be performed on behalf of the Company in such capacity, provided, that the Board has determined, in good faith, that the course of conduct that caused the loss or liability was in the best interests of the Company. Service on the Committee (or a subcommittee thereof) shall constitute service as a member of the Board so that the members of the Committee (or a subcommittee thereof) shall be entitled to indemnification and reimbursement as members of the Board pursuant to its Amended and Restated Operating Agreement of Firethorn Holdings, LLC and applicable law. In addition, the members of the Board, Committee (or a subcommittee thereof) shall be indemnified by the Company against the following losses or liabilities reasonably incurred in connection with or by reason of any act or omission performed or omitted to be performed on behalf of the Company in such capacity, provided, that the Board has determined, in good faith, that the course of conduct that caused the loss or liability was in the best interests of the Company: (a) the reasonable expenses, including attorneys' fees actually and necessarily incurred in connection with the defense of any action, suit or proceeding, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, any Share Incentive granted hereunder, and (b) against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such individual is liable for gross negligence or misconduct in the performance of his duties, provided that within 60 days after institution of any such action, suit

or proceeding a Committee member or delegatee shall in writing offer the Company the opportunity, at its own expense, to handle and defend the same. The Company shall not indemnify or hold harmless the member of the Board or the Committee (or a subcommittee thereof) if: (a) in the case of a member of the Board (other than an independent member of the Board), the loss or liability was the result of negligence or misconduct by the member of the Board, or (b) in the case that the member of the Board is an independent member of the Board, the loss or liability was the result of gross negligence or willful misconduct by the member of the Board. Any indemnification of expenses or agreement to hold harmless may be paid only out of the net assets of the Company, and no portion may be recoverable from Share holders.

6. Eligibility

Eligible Recipients selected by the Board shall be eligible for the grant of Share Incentives under this Plan, but no Eligible Recipient shall have the right to be granted a Share Incentive under this Plan merely as a result of his or her status as an Eligible Recipient.

7. Terms of Share Incentives

7.1 ***Terms and Conditions of All Share Incentives.***

(a) *Grants of Share Incentives.* The Board, in its absolute discretion, shall grant Share Incentives under this Plan from time to time and shall have the right to grant new Share Incentives in exchange for outstanding Share Incentives, including, but not limited to, exchanges of NQSOs for the purpose of achieving a lower Exercise Price. Share Incentives shall be granted to Eligible Recipients selected by the Board, and the Board shall be under no obligation whatsoever to grant any Share Incentives, or to grant Share Incentives to all Eligible Recipients, or to grant all Share Incentives subject to the same terms and conditions.

(b) *Shares Subject to Share Incentives.* The number of Shares as to which a Share Incentive shall be granted shall be determined by the Board in its sole discretion, subject to the provisions of Section 3 as to the total number of Shares available for grants under the Plan.

(c) *Share Incentive Agreements.* Each Share Incentive shall be evidenced by a Share Incentive Agreement executed by the Company, a Parent or a Subsidiary, and the Participant, which shall be in such form and contain such terms and conditions as the Board in its discretion may, subject to the provisions of the Plan, from time to time determine.

(d) *Date of Grant.* The date a Share Incentive is granted shall be the date on which the Board (i) has approved the terms and conditions of the Share Incentive Agreement, (ii) has determined the recipient of the Share Incentive and the number of Shares covered by the Share Incentive and (iii) has taken all such other action necessary to direct the grant of the Share Incentive.

7.2 ***Terms and Conditions of Options.***

(a) *Necessity of Share Incentive Agreements.* Each grant of an Option shall be evidenced by a Share Incentive Agreement that shall specify that the Option is a NQSO, and incorporate such other terms and conditions as the Board, acting in its absolute discretion, deems consistent with the terms of this Plan, including (without limitation) a restriction on the number of Shares subject to the Option that first become exercisable during any calendar year. The Board and/or the Company shall have complete discretion to modify the terms and provisions of an Option in accordance with Section 12 of this Plan.

(b) *Determining Optionees.* In determining Eligible Recipient(s) to whom an Option shall be granted and the number of Shares to be covered by such Option, the Board may take into account the recommendations of the Chief Executive Officer of the Company and its other officers, the duties of the Eligible Recipient, the present and potential contributions of the Eligible Recipient to the success of the Company, and other factors deemed relevant by the Board, in its sole discretion, in connection with accomplishing the purpose of this Plan. An Eligible Recipient who has been granted an Option to purchase Shares, whether under this Plan or otherwise, may be granted one or more additional Options.

(c) *Exercise Price.* Subject to adjustment in accordance with Section 10 and the other provisions of this Section, the Exercise Price shall be as set forth in the applicable Share Incentive Agreement. The Exercise Price for each Share shall be no less than (1) the minimum price required by applicable state law, or (2) the minimum price required by the Company's governing instrument, or (3) $0.01, whichever price is greater. Any Option intended to meet the FLSA Exclusion must be granted with an Exercise Price equivalent to or greater than eighty-five percent (85%) of the Fair Market value of the Shares subject thereto on the date granted determined as of the date of such grant. Any Option that is intended to avoid taxation under Code §409A as a "nonqualified deferred compensation plan" must be carefully restricted in accordance with Code §409A requirements. No Option should be granted under this Plan without careful consideration of the impact of Code §409A with respect to such grant upon both the Company and the optionee. ***Note that the provisions of the American Jobs Creation Act exempting certain options may only apply to stock options, and may not apply to partnership interest options. Therefore, all Options granted under this Plan may be subject to the requirements of Code §409A.***

(d) *Option Term.* Each Option granted under this Plan shall be exercisable in whole or in part at such time or times as set forth in the related Share Incentive Agreement, but no Share Incentive Agreement shall:

(1) make an Option exercisable before the date such Option is granted; or

(2) make an Option exercisable after the earlier of:

(i) the date such Option is exercised in full, or

(ii) the date that is the tenth (10th) anniversary of the date such Option is granted.

A Share Incentive Agreement may provide for the exercise of an Option after the employment of an Employee has terminated for any reason whatsoever, including death or disability. The Employee's rights, if any, upon termination of employment will be set forth in the applicable Share Incentive Agreement.

(e) *Payment.* Options shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of Shares with respect to which the Option is to be exercised accompanied by full payment for the Shares. Payment for Shares purchased pursuant to exercise of an Option shall be made in cash or, unless the Share Incentive Agreement provides otherwise, by delivery to the Company of a number of Shares having an aggregate Fair Market Value equal to the amount to be tendered, or a combination thereof. In addition, unless the Share Incentive Agreement provides otherwise, the Option may be exercised through a brokerage transaction following registration of the Company's equity securities under Section 12 of the Exchange Act as permitted under the provisions of Regulation T applicable to cashless exercises promulgated by the Federal Reserve Board, unless prohibited by Section 402 of the Sarbanes-Oxley Act of 2002. However, notwithstanding the foregoing, with respect to any Option recipient who is an Insider, a tender of Shares or a cashless exercise must (1) have met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) be a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless the Share Incentive Agreement provides otherwise, the foregoing exercise payment methods shall be subsequent transactions approved by the original grant of an Option. Except as provided in subparagraph (f) below, payment shall be made at the time that the Option or any part thereof is exercised, and no Shares shall be issued or delivered upon exercise of an Option until full payment has been made by the Participant. The holder of an Option, as such, shall have none of the rights of a Share holder. Notwithstanding the above and unless prohibited by the Sarbanes-Oxley Act of 2002, in the sole discretion of the Board, an Option may be exercised as to a portion or all (as determined by the Board) of the number of Shares specified in the Share Incentive Agreement by delivery to the Company of a promissory note, such promissory note to be executed by the Participant and that shall include, with such other terms and conditions as the Board shall determine, provisions in a form approved by the Board under which: (i) the balance of the aggregate purchase price shall be payable in equal installments over such period and shall bear interest at such rate (that shall not be less than the prime bank loan rate as determined by the Board, that shall be established at the time of exercise, and that must be a market rate based on the rate environment at the date of exercise) as the Board shall approve, and (ii) the Participant shall be personally liable for payment of the unpaid principal balance and all accrued but unpaid interest. Other methods of payment may also be used if approved by the Board in its sole and absolute discretion and provided for under the Share Incentive Agreement.

(f) *Conditions to Exercise of an Option.* Each Option granted under the Plan shall vest and shall be exercisable at such time or times, or upon the occurrence of such event or events, and in such amounts, as the Board shall specify in the Share Incentive Agreement; provided, however, that subsequent to the grant of an Option, the Board, at any time before complete termination of such Option, may accelerate the time or times at which such Option may vest or be exercised in whole or in part. Notwithstanding the foregoing, an Option intended to meet the FLSA Exclusion shall not be exercisable for at least six (6) months following the date it is granted, except by reason of death, disability, retirement, a change in corporate ownership or other circumstances permitted under regulations promulgated under the FLSA Exclusion. Furthermore, if the recipient of an Option receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the Option may not be exercised during the six (6) month period following the hardship distribution, unless the Company determines that such exercise would not jeopardize the tax-qualification of the Code §401(k) plan. The Board may impose such restrictions on any Shares acquired pursuant to the exercise of an Option as it may deem advisable, including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, "drag along" rights requiring the sale of Shares to a third party purchaser in certain circumstances, "lock up" type restrictions in the case of an Initial Public Offering of the Company's Shares, restrictions or limitations or other provisions that would be applied to Share holders under any applicable agreement among the Share holders, a requirement that an Optionee agree to be bound by the terms and provisions of the Company's operating agreement, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares.

(g) *Transferability of Options.* An Option shall not be transferable or assignable except by will or by the laws of descent and distribution and shall be exercisable, during the Participant's lifetime, only by the Participant; provided, however, that in the event the Participant is incapacitated and unable to exercise his or her Option, such Option may be exercised by such Participant's legal guardian, legal representative, or other representative whom the Board deems appropriate based on applicable facts and circumstances. The Board in its sole and absolute discretion shall determine the determination of incapacity of a Participant and the determination of the appropriate representative of the Participant who shall be able to exercise the Option if the Participant is incapacitated. Notwithstanding the foregoing, except as otherwise provided in the Share Incentive Agreement, a NQSO may also be transferred by a Participant as a bona fide gift (i) to his spouse, lineal descendant or lineal ascendant, siblings and children by adoption, (ii) to a trust for the benefit of one or more individuals described in clause (i) and no other persons, or (iii) to a partnership of which the only partners are one or more individuals described in clause (i), in which case the transferee shall be subject to all provisions of the Plan, the Share Incentive Agreement and other agreements with the Participant in connection with the exercise of the Option and purchase of Shares. In the

event of such a gift, the Participant shall promptly notify the Board of such transfer and deliver to the Board such written documentation as the Board may in its discretion request, including, without limitation, the written acknowledgment of the donee that the donee is subject to the provisions of the Plan, the Share Incentive Agreement and other agreements with the Participant.

(h) *Potential Repricing of Options,* With respect to any Option granted pursuant to, and under, this Plan, the Board (or a Committee thereof) may determine that the repricing of all or any portion of existing outstanding Options is appropriate without the need for any additional approval of the Share holders of the Company. For this purpose, "repricing" of Options shall include, but not be limited to, any of the following actions (or any similar action): (1) lowering the Exercise Price of an existing Option; (2) any action which would be treated as a "repricing" under generally accepted accounting principles; or (3) canceling of an existing Option at a time when its Exercise Price exceeds the Fair Market Value of the underlying Shares subject to such Option, in exchange for another Option, a Restricted Share Award, or other equity in the Company.

7.3 ***Terms and Conditions of Share Appreciation Rights.*** A Share Appreciation Right may be granted in connection with all or any portion of a previously or contemporaneously granted Option or not in connection with an Option. A Share Appreciation Right shall entitle the Participant to receive upon exercise or payment the excess of the Fair Market Value of a specified number of Shares at the time of exercise, over a SAR Exercise Price that shall be not less than the Exercise Price for that number of Shares in the case of a Share Appreciation Right granted in connection with a previously or contemporaneously granted Option, or in the case of any other Share Appreciation Right, not less than one hundred percent (100%) of the Fair Market Value of that number of Shares at the time the Share Appreciation Right was granted. The exercise of a Share Appreciation Right shall result in a pro rata surrender of the related Option to the extent the Share Appreciation Right has been exercised.

(a) *Payment.* Upon exercise or payment of a Share Appreciation Right, the Company shall pay to the Participant the appreciation in cash or Shares (at the aggregate Fair Market Value on the date of payment or exercise) as provided in the Share Incentive Agreement or, in the absence of such provision, as the Board may determine. To the extent that a Share Appreciation Right is paid in cash, it shall nonetheless be deemed paid in Shares for purposes of Section 3 hereof.

(b) *Conditions to Exercise.* Each Share Appreciation Right granted under the Plan shall be exercisable at such time or times, or upon the occurrence of such event or events, and in such amounts, as the Board shall specify in the Share Incentive Agreement; provided, however, that subsequent to the grant of a Share Appreciation Right the Board, at any time before complete termination of such Share Appreciation Right, may accelerate the time or times at which such Share Appreciation Right may be exercised in whole or in part. The exercisability of an Share Appreciation Right that is intended to avoid taxation under Code §409A as a "nonqualified deferred compensation plan" must be carefully restricted in accordance with Code §409A requirements. ***Note that the provisions of the American Jobs Creation Act exempting certain stock appreciation***

rights may only apply to stock appreciation rights, and may not apply to partnership interest appreciation rights. Therefore, all Share Appreciation Rights granted under this Plan may be subject to the requirements of Code §409A. Furthermore, if the recipient of any Share Appreciation Right receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the Share Appreciation Right may not be exercised during the six (6) month period following the hardship distribution, unless the Company determines that such exercise would not jeopardize the tax-qualification of the Code §401(k) plan.

(c) *Transferability of Share Appreciation Rights.* Except as otherwise provided in a Participant's Share Incentive Agreement, no Share Appreciation Right granted under the Plan may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant's Share Incentive Agreement, all Share Appreciation Rights granted to a Participant under the Plan shall be exercisable, during the Participant's lifetime, only by the Participant; provided, however, that in the event the Participant is incapacitated and unable to exercise his or her Share Appreciation Right, such Share Appreciation Right may be exercised by such Participant's legal guardian, legal representative, or other representative whom the Board deems appropriate based on applicable facts and circumstances in accordance with the terms and provisions of the Share Incentive Agreement governing such Share Appreciation Right. The Board in its sole and absolute discretion shall determine the determination of incapacity of a Participant and the determination of the appropriate representative of the Participant. Notwithstanding the foregoing, except as otherwise provided in the Share Incentive Agreement, (A) a Share Appreciation Right which is granted in connection with the grant of a NQSO may be transferred, but only with the NQSO, and (B) a Share Appreciation Right which is not granted in connection with the grant of a NQSO, may be transferred by the Participant as a bona fide gift (i) to his spouse, lineal descendant or lineal ascendant, siblings and children by adoption, (ii) to a trust for the benefit of one or more individuals described in clause (i), or (iii) to a partnership of which the only partners are one or more individuals described in clause (i), in which case the transferee shall be subject to all provisions of the Plan, the Share Incentive Agreement and other agreements with the Participant in connection with the exercise of the Share Appreciation Right. In the event of such a gift, the Optionee shall promptly notify the Board of such transfer and deliver to the Board such written documentation as the Board may, in its discretion request, including, without limitation, the written acknowledgment of the donee that the donee is subject to the provisions of the Plan, the Share Incentive Agreement and other agreements with the Participant in connection with the exercise of the Share Appreciation Right.

(d) *Special Provisions for Tandem SAR's.* A Share Appreciation Right granted in connection with an Option may only be exercised to the extent that the related Option has not been exercised.

(e) *Code §409A Requirements.* A Share Appreciation Right must meet certain restrictions contained in Code §409A if it is to avoid taxation under Code §409A

as a "nonqualified deferred compensation plan." No Share Appreciation Right should be granted under this Plan without careful consideration of the impact of Code §409A with respect to such grant upon both the Company and the recipient of the Share Appreciation Right. ***Note that the provisions of the American Jobs Creation Act exempting certain stock appreciation rights may only apply to stock appreciation rights, and may not apply to partnership interest appreciation rights. Therefore, all Share Appreciation Rights granted under this Plan may be subject to the requirements of Code §409A.***

7.4 ***Terms and Conditions of Restricted Share Awards.***

(a) *Grants of Restricted Share Awards.* Shares awarded pursuant to Restricted Share Awards shall be subject to such restrictions as determined by the Board for periods determined by the Board. Restricted Share Awards issued under the Plan may have restrictions which lapse based upon the service of a Participant, or based upon the attainment (as determined by the Board) of performance goals established pursuant to the business criteria listed in Section 14, or based upon any other criteria that the Board may determine appropriate. The Board may require a cash payment from the Participant in exchange for the grant of a Restricted Share Award or may grant a Restricted Share Award without the requirement of a cash payment; provided, however, if the recipient of a Restricted Share Award receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the recipient may not pay any amount for such Restricted Share Award during the six (6) month period following the hardship distribution, unless the Company determines that such payment would not jeopardize the tax-qualification of the Code §401(k) plan.

(b) *Acceleration of Award.* The Board shall have the power to permit, in its discretion, an acceleration of the expiration of the applicable restrictions or the applicable period of such restrictions with respect to any part or all of the Shares awarded to a Participant.

(c) *Necessity of Share Incentive Agreement.* Each grant of a Restricted Share Award shall be evidenced by a Share Incentive Agreement that shall specify the terms, conditions and restrictions regarding the Shares awarded to a Participant, and shall incorporate such other terms and conditions as the Board, acting in its absolute discretion, deems consistent with the terms of this Plan. The Board shall have complete discretion to modify the terms and provisions of Restricted Share Awards in accordance with Section 12 of this Plan.

(d) *Restrictions on Shares Awarded.* Shares awarded pursuant to Restricted Share Awards shall be subject to such restrictions as determined by the Board for periods determined by the Board. The Board may impose such restrictions on any Shares acquired pursuant to a Restricted Share Award as it may deem advisable, including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the Restricted Share Award, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the Restricted Share Award prior to

their sale to any other person, "drag along" rights requiring the sale of Shares to a third party purchaser in certain circumstances, "lock up" type restrictions in connection with public offerings of the Company's Shares, restrictions or limitations or other provisions that would be applied to Share holders under any applicable agreement among the Share holders, a requirement that a holder Participant agree to be bound by the terms and provisions of the Company's operating agreement, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares.

(e) *Transferability of Restricted Share Awards.* A Restricted Share Award may not be transferred by the holder Participant, except, subject to applicable law and other applicable restrictions: (i) upon the death of the holder Participant, a Restricted Share Award may be transferred by will or by the laws of descent and distribution, (ii) a Restricted Share Award may, unless the applicable Share Incentive Agreement provides otherwise, be transferred at any time provided that the transferee is bound by the terms and provisions of the underlying Restricted Share Award, and (iii) a Restricted Share Award may be transferred at any time following the lapse of all restrictions on transferability.

(f) *Voting, Dividend & Other Rights.* Unless the applicable Share Incentive Agreement provides otherwise, holders of Restricted Share Awards shall not be entitled to vote and shall not receive dividends during the periods of restriction.

7.5 ***Terms and Conditions of Restricted Share Units.***

(a) *Grants of Restricted Share Units.* A Restricted Share Unit shall entitle the Participant to receive one Share at such future time and upon such terms as specified by the Board in the Share Incentive Agreement evidencing such award. Restricted Share Units issued under the Plan may have restrictions which lapse based upon the service of a Participant, or based upon other criteria that the Board may determine appropriate. The Board may require a cash payment from the Participant in exchange for the grant of Restricted Share Units or may grant Restricted Share Units without the requirement of a cash payment; provided, however, if the recipient of a Restricted Share Unit receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, the recipient may not pay any amount for such Restricted Share Unit during the six (6) month period following the hardship distribution, unless the Company determines that such payment would not jeopardize the tax-qualification of the Code §401(k) plan.

(b) *Vesting of Restricted Share Units.* The Board shall establish the vesting schedule applicable to Restricted Share Units and shall specify the times, vesting and performance goal requirements. Until the end of the period(s) of time specified in the vesting schedule and/or the satisfaction of any performance criteria, the Restricted Share Units subject to such Share Incentive Agreement shall remain subject to forfeiture.

(c) *Acceleration of Award.* The Board shall have the power to permit, in its sole discretion, an acceleration of the applicable restrictions or the applicable period of such restrictions with respect to any part or all of the Restricted Share Units awarded to a Participant.

(d) *Necessity of Share Incentive Agreement.* Each grant of Restricted Share Unit(s) shall be evidenced by a Share Incentive Agreement that shall specify the terms, conditions and restrictions regarding the Participant's right to receive Share(s) in the future, and shall incorporate such other terms and conditions as the Board, acting in its sole discretion, deems consistent with the terms of this Plan. The Board shall have sole discretion to modify the terms and provisions of Restricted Share Unit(s) in accordance with Section 12 of this Plan.

(e) *Transferability of Restricted Share Units.* Except as otherwise provided in a Participant's Restricted Share Unit Award, no Restricted Share Unit granted under the Plan may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated by the holder Participant, except upon the death of the holder Participant by will or by the laws of descent and distribution.

(f) *Voting, Dividend & Other Rights.* Unless the applicable Share Incentive Agreement provides otherwise, holders of Restricted Share Units shall not be entitled to vote or to receive dividends until they become owners of the Shares pursuant to their Restricted Share Units.

(g) *Code §409A Requirements.* A Restricted Share Unit must meet certain restrictions contained in Code §409A if it is to avoid taxation under Code §409A as a "nonqualified deferred compensation plan." No Restricted Share Unit should be granted under this Plan without careful consideration of the impact of Code §409A with respect to such grant upon both the Company and the recipient of the Restricted Share Unit. ***Note that all Restricted Share Units granted under this Plan may be subject to the requirements of Code §409A***.

(h) *No ERISA Employee Benefit Plan Created.* Except to the extent that the Board expressly determines otherwise in resolutions, a Restricted Share Unit must contain terms and provisions designed to ensure that the Restricted Share Unit will not be considered an "employee benefit plan" as defined in ERISA §3(3).

(i) *Restrictions on Shares Awarded.* Shares awarded pursuant to Restricted Share Units shall be subject to such restrictions as determined by the Board for periods determined by the Board. The Board may impose such restrictions on any Shares acquired pursuant to a Restricted Share Units as it may deem advisable, including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the Restricted Share Units, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the Restricted Share Units prior to their sale to any other person, "drag along" rights requiring the sale of Shares to a third

party purchaser in certain circumstances, "lock up" type restrictions in connection with public offerings of the Company's Shares, restrictions or limitations or other provisions that would be applied to Share holders under any applicable agreement among the Share holders, a requirement that a holder Participant agree to be bound by the terms and provisions of the Company's operating agreement, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares.

8. Securities Regulation

Each Share Incentive Agreement may provide that, upon the receipt of Shares as a result of the exercise of a Share Incentive or otherwise, the Participant shall, if so requested by the Company, hold such Shares for investment and not with a view of resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement satisfactory to the Company to that effect. Each Share Incentive Agreement may also provide that, if so requested by the Company, the Participant shall make a written representation to the Company that he or she will not sell or offer to sell any of such Shares unless a registration statement shall be in effect with respect to such Shares under the 1933 Act, and any applicable state securities law or, unless he or she shall have furnished to the Company an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that such registration is not required. Certificates representing the Shares transferred upon the exercise of a Share Incentive granted under this Plan may at the discretion of the Company bear a legend to the effect that such Shares have not been registered under the 1933 Act or any applicable state securities law and that such Shares may not be sold or offered for sale in the absence of an effective registration statement as to such Shares under the 1933 Act and any applicable state securities law or an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that such registration is not required.

9. Life of Plan

No Share Incentive shall be granted under this Plan on or after the earlier of:

(a) the tenth (10th) anniversary of the Effective Date of this Plan, in which event this Plan otherwise thereafter shall continue in effect until all outstanding Share Incentives have been exercised in full or no longer are exercisable, or

(b) the date on which all of the Shares reserved under Section 3 of this Plan have (as a result of the exercise of Share Incentives granted under this Plan or lapse of all restrictions under a Restricted Share Award or Restricted Share Unit) been issued or no longer are available for use under this Plan, in which event this Plan also shall terminate on such date.

This Plan shall continue in effect until all outstanding Share Incentives have been exercised in full or are no longer exercisable and all Restricted Share Awards or Restricted Share Units have vested or been forfeited.

10. Adjustment

Notwithstanding anything in Section 12 to the contrary, the number of Shares reserved under Section 3 of this Plan, the number of Shares subject to Share Incentives granted under this Plan, and the Exercise Price of any Options and the SAR Exercise Price of any Share Appreciation Rights, shall be adjusted by the Board in an equitable manner to reflect any change in the capitalization of the Company, including, but not limited to, such changes as Share dividends or Share splits. Furthermore, the Board shall have the right to adjust (in a manner that satisfies the requirements of Code §424(a)) the number of Shares reserved under Section 3, and the number of Shares subject to Share Incentives granted under this Plan, and the Exercise Price of any Options and the SAR Exercise Price of any Share Appreciation Rights in the event of any corporate transaction described in Code §424(a) that provides for the substitution or assumption of such Share Incentives. If any adjustment under this Section creates a fractional Share or a right to acquire a fractional Share, such fractional Share shall be disregarded, and the number of Shares reserved under this Plan and the number subject to any Share Incentives granted under this Plan shall be the next lower number of Shares, rounding all fractions downward. An adjustment made under this Section by the Board shall be conclusive and binding on all affected persons and, further, shall not constitute an increase in the number of Shares reserved under Section 3.

11. Change of Control of the Company

11.1 ***General Rule for Options.*** Except as otherwise provided in a Share Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Options granted under this Plan, with respect to any Option granted under this Plan that is not so assumed or substituted (a "Non-Assumed Option"), the Committee, in its sole and absolute discretion, may, with respect to any or all of such Non-Assumed Options, take any or all of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the thirty (30) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the "Action Effective Date"):

(a) Accelerate the vesting and/or exercisability of such Non-Assumed Option; and/or

(b) Unilaterally cancel any such Non-Assumed Option which has not vested and/or which has not become exercisable as of the Action Effective Date; and/or

(c) Unilaterally cancel such Non-Assumed Option in exchange for:

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that, in the aggregate, are equal in value to the excess of the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into

account vesting and/or exercisability) over the aggregate Exercise Price for such Shares; or

(2) cash or other property equal in value to the excess of the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate Exercise Price for such Shares;

(3) grant of a new option by a successor entity such that the excess of the Fair Market Value of the property that could be purchased subject to such new option determined as of the date of grant of such new option over the aggregate exercise price for such property is exactly equal to the excess of the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the aggregate Exercise Price for such Shares, and with the vesting or exercisability of the new option at any subsequent point in time being equal to the vesting of exercisability of the Non-Assumed Option as of such subsequent point in time; and/or

(d) Unilaterally cancel such Non-Assumed Option after providing the holder of such Option with (1) an opportunity to exercise such Non-Assumed Option to the extent vested and/or exercisable within a specified period prior to the date of the Change of Control, and (2) notice of such opportunity to exercise prior to the commencement of such specified period; and/or

(e) Unilaterally cancel such Non-Assumed Option and notify the holder of such Option of such action, but only if the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed Option determined as of the Action Effective Date (taking into account vesting and/or exercisability) does not exceed the aggregate Exercise Price for such Shares.

However, notwithstanding the foregoing, to the extent that the recipient of a Non-Assumed Option is an Insider, payment of cash in lieu of whole or fractional Shares or interests of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless a Share Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional interests of a successor shall be considered a subsequent transaction approved by the original grant of an Option.

11.2 ***General Rule for SARs***. Except as otherwise provided in a Share Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Share Appreciation Rights granted under this Plan, with respect to any Share Appreciation Right granted under this Plan that is not so assumed or substituted (a "Non-Assumed SAR"), the Committee, in its sole and

absolute discretion, may, with respect to any or all of such Non-Assumed SARs, take either or both of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the thirty (30) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the "Action Effective Date"):

(a) Accelerate the vesting and/or exercisability of such Non-Assumed SAR; and/or

(b) Unilaterally cancel any such Non-Assumed SAR which has not vested or which has not become exercisable as of the Action Effective Date; and/or

(c) Unilaterally cancel such Non-Assumed SAR in exchange for

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that, in the aggregate, are equal in value to the excess of the Fair Market Value of the Shares subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the SAR Exercise Price for such Non-Assumed SAR; or

(2) cash or other property equal in value to the excess of the Fair Market Value of the Shares subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) over the SAR Exercise Price for such Non-Assumed SAR; and/or

(d) Unilaterally cancel such Non-Assumed SAR after providing the holder of such SAR with (1) an opportunity to exercise such Non-Assumed SAR to the extent vested and/or exercisable within a specified period prior to the date of the Change of Control, and (2) notice of such opportunity to exercise prior to the commencement of such specified period; and/or

(e) Unilaterally cancel such Non-Assumed SAR and notify the holder of such SAR of such action, but only if the Fair Market Value of the Shares that could be purchased subject to such Non-Assumed SAR determined as of the Action Effective Date (taking into account vesting and/or exercisability) does not exceed the SAR Exercise Price for such Non-Assumed SAR.

However, notwithstanding the foregoing, to the extent that the recipient of a Non-Assumed SAR is an Insider, payment of cash in lieu of whole or fractional Shares or interests of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless a Share Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional interests of a successor shall be considered a subsequent transaction approved by the original grant of an SAR.

11.3 ***General Rule for Restricted Share Units.*** Except as otherwise provided in a Share Incentive Agreement, if a Change of Control occurs, and if the agreements effectuating the Change of Control do not provide for the assumption or substitution of all Restricted Share Units granted under this Plan, with respect to any Restricted Share Unit granted under this Plan that is not so assumed or substituted (a "Non-Assumed RSU"), the Committee, in its sole and absolute discretion, may, with respect to any or all of such Non-Assumed RSUs, take either or both of the following actions to be effective as of the date of the Change of Control (or as of any other date fixed by the Committee occurring within the thirty (30) day period ending on the date of the Change of Control, but only if such action remains contingent upon the effectuation of the Change of Control) (such date referred to as the "Action Effective Date"):

(a) Accelerate the vesting of such Non-Assumed RSU; and/or

(b) Unilaterally cancel any such Non-Assumed RSU which has not vested as of the Action Effective Date; and/or

(c) Unilaterally cancel such Non-Assumed RSU in exchange for:

(1) whole and/or fractional Shares (or for whole Shares and cash in lieu of any fractional Share) that are equal to the number of Shares subject to such Non-Assumed RSU determined as of the Action Effective Date (taking into account vesting); or

(2) cash or other property equal in value to the Fair Market Value of the Shares subject to such Non-Assumed RSU determined as of the Action Effective Date (taking into account vesting); and/or

(d) Unilaterally cancel such Non-Assumed RSU and notify the holder of such RSU of such action, but only if the Fair Market Value of the Shares that were subject to such Non-Assumed RSU determined as of the Action Effective Date (taking into account vesting) is zero.

However, notwithstanding the foregoing, to the extent that the recipient of a Non-Assumed RSU is an Insider, payment of cash in lieu of whole or fractional Shares or interests of a successor may only be made to the extent that such payment (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act Unless a Share Incentive Agreement provides otherwise, the payment of cash in lieu of whole or fractional Shares or in lieu of whole or fractional interests of a successor shall be considered a subsequent transaction approved by the original grant of an RSU.

11.4 ***General Rule for Other Share Incentive Agreements.*** If a Change of Control occurs, then, except to the extent otherwise provided in the Share Incentive Agreement pertaining to a particular Share Incentive or as otherwise provided in this Plan, each Share

Incentive shall be governed by applicable law and the documents effectuating the Change of Control.

12. Amendment or Termination

This Plan may be amended by the Board from time to time to the extent that the Board deems necessary or appropriate; provided, however, no such amendment shall be made absent the approval of the Share holders of the Company (a) to increase the number of Shares reserved under Section 3, except as set forth in Section 10, (b) to extend the maximum life of the Plan under Section 9 or the maximum exercise period under Section 7, (c) to decrease the minimum Exercise Price under Section 7, or (d) to change the designation of Eligible Recipients eligible for Share Incentives under Section 6. Share holder approval of other material amendments (such as an expansion of the types of awards available under the Plan, an extension of the term of the Plan, a change to the method of determining the Exercise Price of Options issued under the Plan, or a change to the provisions of Section 7.2(h)) may also be required pursuant to rules promulgated by an established stock exchange or a national market system if the Company is, or becomes, listed or traded on any such established stock exchange or national market system. The Board also may suspend the granting of Share Incentives under this Plan at any time and may terminate this Plan at any time. The Company shall have the right to modify, amend or cancel any Share Incentive after it has been granted if (I) the modification, amendment or cancellation does not diminish the rights or benefits of the Share Incentive recipient under the Share Incentive (provided, however, that a modification, amendment or cancellation that results solely in a change in the tax consequences with respect to a Share Incentive shall not be deemed as a diminishment of rights or benefits of such Share Incentive), (II) the Participant consents in writing to such modification, amendment or cancellation, (III) there is a dissolution or liquidation of the Company, (IV) this Plan and/or the Share Incentive Agreement expressly provides for such modification, amendment or cancellation, or (V) the Company would otherwise have the right to make such modification, amendment or cancellation by applicable law.

13. Miscellaneous

13.1 ***Share holder Rights.*** No Participant shall have any rights as a Share holder of the Company as a result of the grant of a Share Incentive to him or to her under this Plan or his or her exercise of such Share Incentive pending the actual delivery of Shares subject to such Share Incentive to such Participant.

13.2 ***No Guarantee of Continued Relationship.*** The grant of a Share Incentive to a Participant under this Plan shall not constitute a contract of employment and shall not confer on a Participant any rights upon his or her termination of employment or relationship with the Company in addition to those rights, if any, expressly set forth in the Share Incentive Agreement that evidences his or her Share Incentive.

13.3 ***Withholding.*** The Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company as a condition precedent for the fulfillment of any Share Incentive, an amount sufficient to satisfy Federal, state and local taxes,

domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Plan and/or any action taken by a Participant with respect to a Share Incentive. Whenever Shares are to be issued to a Participant upon exercise of an Option or a Share Appreciation Right, or satisfaction of conditions under a Restricted Share Unit, or grant of or substantial vesting of a Restricted Share Award, the Company shall have the right to require the Participant to remit to the Company, as a condition of exercise of the Option or Share Appreciation Right, or as a condition to the fulfillment of the Restricted Share Unit, or as a condition to the grant or substantial vesting of the Restricted Share Award, an amount in cash (or, unless the Share Incentive Agreement provides otherwise, in Shares) sufficient to satisfy federal, state and local withholding tax requirements at the time of exercise, satisfaction of conditions, or grant or substantial vesting. However, notwithstanding the foregoing, to the extent that a Participant is an Insider, satisfaction of withholding requirements by having the Company withhold Shares may only be made to the extent that such withholding of Shares (1) has met the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act, or (2) is a subsequent transaction the terms of which were provided for in a transaction initially meeting the requirements of an exemption under Rule 16b-3 promulgated under the Exchange Act. Unless the Share Incentive Agreement provides otherwise, the withholding of Shares to satisfy federal, state and local withholding tax requirements shall be a subsequent transaction approved by the original grant of a Share Incentive. Notwithstanding the foregoing, in no event shall payment of withholding taxes be made by a retention of Shares by the Company unless the Company retains only Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld.

13.4 ***Transfer.*** The transfer of an Employee between or among the Company, a Subsidiary or a Parent shall not be treated as a termination of his or her employment under this Plan.

13.5 ***Construction.*** This Plan shall be construed under the laws of the State of Georgia.

14. Performance Criteria

14.1 ***Performance Goal Business Criteria.*** The performance measure(s) to be used by the Board for purposes of performance based grants shall be chosen from among the following:

(a) Earnings per Share;

(b) Net income (before or after taxes);

(c) Return measures (including, but not limited to, return on assets, equity or sales);

(d) Cash flow return on investments which equals net cash flows divided by owners equity;

(e) Earnings before or after taxes, depreciation and/or amortization;

(f) Gross revenues;

(g) Operating income (before or after taxes);

(h) Total Share holder returns;

(i) Corporate performance indicators (indices based on the level of certain services provided to customers);

(j) Cash generation, profit and/or revenue targets;

(k) Growth measures, including revenue growth, as compared with a peer group or other benchmark;

(l) Share price (including, but not limited to, growth measures and total Share holder return);

(m) Pre-tax profits; and/or

(n) Any other performance criteria which the Board shall determine are appropriate.

14.2 ***Discretion In Formulation of Performance Goals.*** The Board shall have the discretion to adjust the determinations of the degree of attainment of the pre-established performance goals.

14.3 ***Performance Periods.*** The Board shall have the discretion to determine the period during which any performance goal must be attained with respect to a Share Incentive. Such period may be of any length.

AMENDMENT NO. 1 TO FIRETHORN HOLDINGS, LLC
2006 SHARE INCENTIVE PLAN

THIS AMENDMENT NO. 1 (this "Amendment") to the Firethorn Holdings, LLC (the "Company") 2006 Share Incentive Plan (the "Plan") is made effective as of April 19, 2006. All capitalized terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Plan.

1. Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

3.1 ***Maximum Aggregate Shares Issuable Pursuant to Share Incentives.*** The total number of Shares that may be issued pursuant to Share Incentives under this Plan shall not exceed the sum of 322,567, as adjusted pursuant to Section 10. (It is the intent of the foregoing subsection (c) that any Shares which were reserved for issuance under the Prior Plan and which are not actually issued under such Prior Plan or which were issued under such Prior Plan but which again become available for issuance under such Prior Plan for any reason shall become Shares available for issuance under this Plan.) Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, and from Shares that have been reacquired by the Company.

3. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force and effect.

4. This Amendment was duly adopted by a resolution unanimously approved by the Board of Managers of the Company, and by a resolution approved by the shareholders of the Company.

AMENDMENT NO. 2 TO FIRETHORN HOLDINGS, LLC
2006 SHARE INCENTIVE PLAN

This Amendment No. 2 (this "Amendment") to the Firethorn Holdings, LLC 2006 Share Incentive Plan is made effective as of November 19, 2007. All capitalized terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan").

1. Section 3.1 of the Plan is hereby deleted in its entirety and replaced with the following:

3.1 ***Maximum Aggregate Shares Issuable Pursuant to Share Incentives***. The total number of Shares that may be issued pursuant to Share Incentives under this Plan shall not exceed the sum of 450,000, as adjusted pursuant to Section 10. (It is the intent of the foregoing subsection (c) that any Shares which were reserved for issuance under the Prior Plan and which are not actually issued under such Prior Plan or which were issued under such Prior Plan but which again become available for issuance under such Prior Plan for any reason shall become Shares available for issuance under this Plan.) Such Shares shall be reserved, to the extent that the Company deems appropriate, from authorized but unissued Shares, and from Shares that have been reacquired by the Company.

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force and effect.

3. This Amendment was duly adopted by a resolution unanimously approved by the Board of Managers of the Company.

Firethorn Holdings, LLC

By: /s/ Jeffrey W. Hodges

Name: Jeffrey W. Hodges

Title: Chief Financial Officer

form of
Firethorn Holdings, LLC
2006 Share Incentive Plan
Nonqualified Option Agreement

Firethorn Holdings, LLC, a Georgia Limited Liability Company (the "Company"), hereby grants to the optionee named below ("Optionee") an option (this "Option") to purchase the total number of Class B Shares of the Company shown below ("Shares") at the exercise price per Share set forth below (the "Exercise Price"), subject to all of the terms and conditions on the reverse side of this Nonqualified Option Agreement and the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan"). This Option shall be a NQSO. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The terms and conditions set forth on the reverse side hereof and the terms and conditions of the Plan are incorporated herein by reference.

Shares Subject to Option: _____

Exercise Price Per Share: $ _____

Vesting Start Date: _____

Term of Option: TEN (10) YEARS

Vesting:

Shares subject to issuance under this Option shall be eligible for exercise according to the vesting schedule described in Section 9 on the reverse of this Nonqualified Option Agreement.

IN WITNESS WHEREOF, this Nonqualified Option Agreement has been executed by the Company by a duly authorized officer as of the date specified hereon.

Firethorn Holdings, LLC

By: _____

Its: Chief Financial Officer

Grant Date: _____

Type of Option Intended:

Non-Qualified Option (NQSO)

Optionee hereby acknowledges receipt of a copy of the Plan, represents that Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this Nonqualified Option Agreement. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of Shares purchased by exercise of this Option, and that Optionee should consult a tax adviser prior to such exercise or disposition.

_____

Optionee

1. *Exercise Period of Option.* Subject to the terms and conditions of this Nonqualified Option Agreement and the Plan, and unless otherwise modified in writing signed by the Company and Optionee, this Option may be exercised with respect to all of the Shares subject to this Option, but only according to the vesting schedule described in Section 10 below, prior to the date which occurs on the last day of the Term of Option set forth on the face hereof following the Grant Date (hereinafter "Expiration Date").

2. *Restrictions on Exercise.* This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and all applicable state securities laws, as they are in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Optionee understands that the Company is under no obligation to register, qualify or list the Shares subject to this Option with the Securities and Exchange Commission ("SEC"), any state securities commission or any stock exchange to effect such compliance.

3. *Termination of Option.* Except as provided below in this Section, this Option shall be immediately forfeited and may not be exercised after the date which is ninety (90) days after Optionee ceases to perform services for the Company, or any Parent or Subsidiary. Optionee shall be considered to perform services for the Company, or any Parent or Subsidiary, for all purposes under this Section and Section 9 hereof, if Optionee is an officer or full-time employee of the Company, or any Parent or Subsidiary, or if the Board determines that Optionee is rendering substantial services as a part-time employee, consultant, contractor or advisor to the Company, or any Parent or Subsidiary. The Board shall have discretion to determine whether Optionee has ceased to perform services for the Company, or any Parent or Subsidiary, and may determine that a material reduction or decrease in responsibilities is a cessation of the performance of services. The effective date on which services are determined by the Board to have ceased is the "Termination Date".

(a) *Termination for Cause.* If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, for Cause, this Option shall immediately be forfeited, along with any and all rights or subsequent rights attached thereto, as of the Termination Date, but in no event later than the Expiration Date. For this purpose, "Cause" shall be defined as set forth in the written employment agreement between the Optionee and the Company in existence as of the Termination Date, or, if no such written agreement exists or if "Cause" is not defined in such written employment agreement, "Cause" shall be defined as set forth in the Plan, or, if not defined in the Plan, "Cause" shall mean actions or omissions harmful to the Company as determined by the Board in its sole and absolute discretion.

(b) *Death.* If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the death of Optionee, this Option, to the extent (and only to the extent) that it would have been exercisable by Optionee on the Termination Date, may be exercised by Optionee's legal representative within one (1) year after the Termination Date, but in no event later than the Expiration Date.

(c) *Disability.* If Optionee ceases to perform services for the Company, or any Parent or Subsidiary, as a result of the disability (within the meaning of Code §22(e)(3)) of Optionee (as determined by the Board in its sole discretion), this Option, to the extent (and only to the extent) that it would have been exercisable by Optionee on the Termination Date, may be exercised by Optionee within one (1) year after the Termination Date, but in no event later than the Expiration Date.

(d) *No Right to Employment or Other Relationship.* Nothing in the Plan or this Nonqualified Option Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or any Parent or Subsidiary, or limit in any way the right of the Company, or any Parent or Subsidiary, to terminate Optionee's employment or other relationship at any time, with or without cause.

4. *Manner of Exercise.*

(a) *Exercise Agreement.* This Option shall be exercisable by delivery to the Company of an executed exercise agreement ("Exercise Agreement") in such form as may be approved or accepted by the Company, in its sole discretion, which shall set forth Optionee's election to exercise this Option with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option (including, without limitation, vesting or performance-based restrictions, rights of the Company to re-purchase Shares acquired pursuant to the exercise of an Option, voting restrictions, investment intent restrictions, restrictions on transfer, "first refusal" rights of the Company to purchase Shares acquired pursuant to the exercise of an Option prior to their sale to any other person, "drag along" rights requiring the sale of Shares to a third party purchaser in certain circumstances, "lock up" type restrictions in the case of an initial public offering of the Company's Shares, restrictions or limitations that would be applied to Share holders under any applicable restriction agreement among the Share holders, a requirement that an Optionee agree to be bound by the terms and provisions of the Company's operating agreement, and restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares). The Company may modify the required Exercise Agreement at any time for any reason consistent with the Plan. If the Optionee receives a hardship distribution from a Code §401(k) plan of the Company, or any Parent or Subsidiary, this Option may not be exercised during the six (6) month period following the hardship withdrawal (unless the Company determines that such exercise would not jeopardize the tax-qualification of such Code §401(k) plan).

(b) *Exercise Price.* Such Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased. Payment for the Shares being purchased may be made in U.S. dollars in cash (by check), or by delivery to the Company of a number of Shares having an aggregate fair market value equal to the amount to be tendered, or a combination thereof.

(c) *Withholding Taxes.* Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal or state withholding obligations of the Company. Optionee may, to the extent allowed by the Company, provide for payment of withholding taxes upon exercise of the Option by requesting that the Company retain Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue the net number of Shares to Optionee by deducting the Shares retained from the Shares exercised.

(d) *Issuance of Shares.* Provided that such Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares purchased to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as Shares have been issued as noted on the books of the Company.

5. ***Nontransferability of Option*.** This Option may not be transferred in any manner, other than by will or by the laws of descent and distribution, except to the extent expressly allowed by the Plan, and may be exercised during Optionee's lifetime only by Optionee. The terms of this Option shall be binding upon the executor, administrators, successors and assigns of Optionee.

6. *Tax Consequences.* Optionee understands that the grant and exercise of this Option, and the sale of Shares obtained through the exercise of this Option, may have tax implications that could result in adverse tax consequences to Optionee. Optionee represents that Optionee has consulted with, or will consult with, his or her tax advisor; Optionee further acknowledges that Optionee is not relying on the Company for any tax, financial or legal advice; and it is specifically understood by the Optionee that no representations or assurances are made as to any particular tax treatment with respect to the Option.

7. *Interpretation*. Any dispute regarding the interpretation of this Nonqualified Option Agreement shall be submitted to the Board or the Committee, which shall review such dispute in accordance with the Plan. The resolution of such a dispute by the Board or Committee shall be final and binding on the Company and Optionee.

8. *Entire Agreement and Other Matters.* The Plan and the Exercise Agreement are incorporated herein by this reference. Optionee acknowledges and agrees that the granting of this Option constitutes a full accord, satisfaction and release of all obligations or commitments made to Optionee by the Company or any of its officers, Board members, Share holders or affiliates with respect to the issuance of any securities, or rights to acquire securities, of the Company or any of its affiliates. This Nonqualified Option Agreement, the Plan and the Exercise Agreement constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This Nonqualified Option Agreement and the underlying Option are void *ab initio* unless this Certificate has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof.

9. *Vesting and Exercise of Shares.* Subject to the terms of the Plan, this Nonqualified Option Agreement and the Exercise Agreement, the Optionee shall be entitled to purchase, pursuant to the exercise of this Option, the percentage of the Shares subject to this Option shown below based upon the Continuous Service of the Optionee from the Vesting Start Date of this Option (as noted hereon) at the time of exercise:

Vesting Schedule:

Percentage Vested:	***Continuous Service:***
0%	Less than 2 years

50%	At least 2 years, but less than 3 years
75%	At least 3 years, but less than 4 years
100%	At least 4 years

If the above calculation of Shares available for purchase through exercise of this Option would result in a fraction, any fraction will be rounded to zero. For purposes of this Nonqualified Option Agreement, “Continuous Service” means a period of continuous performance of services by Optionee for the Company, a Parent, or a Subsidiary, as determined by the Board in its sole and absolute discretion.

EXHIBIT 99.3

EMPLOYEE OPTION AGREEMENT

FORM OF
STOCK OPTION GRANT NOTICE

Firethorn Holdings, LLC (the "Company"), pursuant to the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan"), hereby grants to_____ (the "Optionee") a nonqualified share option to purchase the aggregate number of Class B Common Shares of the Company ("Shares"), subject to all of the terms and conditions set forth below and in the attached Stock Option Agreement (the "Agreement"). The Option is a nonqualified stock option and is not intended to qualify for the federal income tax benefits available to an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Except as specifically provided in the Agreement, the term "Company" as used in this grant notice ("Grant Notice") and in the Agreement shall include any successor and any parent corporation under Section 424(e) of the Code.

Optionee:

Option Type: Nonqualified

Shares Subject to Option:

Date of Grant: November 19, 2007. The Option grant is made contingent upon the occurrence of the "Effective Time" (as defined in that certain Agreement and Plan of Merger, dated as of November 13, 2007 (the "Merger Agreement"), by and among the Company, QUALCOMM Incorporated, a Delaware corporation ("Parent"), Zeppelin Acquisition Corporation, a Georgia corporation ("Merger Sub") and the Holders' Agent defined therein).

Expiration Date: November 18, 2017

Exercise Price Per Share: $133.093427 per share

Vesting Schedule

These option shares vest on each monthly anniversary date after the Date of Grant as to 1/60th of the total shares granted and pursuant to the attached Agreement.

To the extent applicable, the vested portion of this Option may be exercised only until the close of the Nasdaq Global Select Market on the Expiration Date or the termination date set forth under Section 6 of the Agreement or, if such date is not a trading day on the Nasdaq Global Select Market, the last trading day before such date. Any later attempt to exercise this Option will not be honored. For example, if Optionee ceases to perform services for the Company and the date thirty (30) days after the date of termination of service is Monday, July 4 (a holiday on which the Nasdaq Global Select Market is closed), Optionee must exercise the exercisable portion of this Option by 4.00 p.m. U.S. Eastern Daylight Time on Friday, July 1.

Additional Terms/Acknowledgments: Capitalized terms used but not defined in this Grant Notice and in the Agreement shall have the meanings given thereto in the Merger Agreement. The Optionee acknowledges receipt of this Grant Notice, the Agreement and a copy of the Plan, and represents that the Optionee has read, understands, accepts and agrees to the terms and conditions of this Grant Notice, the Agreement and the Plan. Optionee hereby accepts the Option subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionee and the Company regarding the acquisition of Shares of the Company and supersede all prior oral and written agreements pertaining to this particular option. The Optionee also understands that the Option will not be exercisable until the Company has received an exercise agreement or similar notice ("Notice") in the form required by the Company from the Optionee.

Note: The Optionee is solely responsible for any election to exercise the Option, and the Company shall have no obligation whatsoever to provide notice to the Optionee of any matter, including, but not limited to, the date the Option terminates.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice and the Agreement as of the Date of Grant set forth above.

Firethorn Holdings, LLC

By: _____

Name:
Title:

Optionee

By: _____

Name

Attachment: Stock Option Agreement

FORM OF
FIRETHORN HOLDINGS, LLC
2006 SHARE INCENTIVE PLAN
Employee Nonqualified Stock Option Agreement

Pursuant to the Grant Notice (attached hereto) and this Stock Option Agreement ("Agreement"), Firethorn Holdings, LLC, a Georgia limited liability company (the "Company"), has granted you an Option to purchase the number of shares ("Shares") of the Company's Class B Common Shares ("Stock") indicated in the Grant Notice at the exercise price indicated in the Grant Notice.

The details of this Option are as follows:

1. ***Exercise Period of Option.*** Notwithstanding any other provision of the Plan or this Agreement to the contrary, you may exercise this Option using one of the permitted means of exercise as provided in Section 4, but only according to the vesting schedule described in the attached Grant Notice, prior to the Expiration Date set forth in the Grant Notice. Notwithstanding any other provision of the Plan or this Agreement, the Company reserves the right, in its sole discretion, to suspend vesting of this Option in the event of a leave of absence or your part-time service.

2. ***Restrictions on Exercise.*** This Option shall be assumed by Parent pursuant to Section 5. This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and applicable state securities laws, as in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Pursuant to Section 2.6(e) of the Merger Agreement, Parent shall file with the Securities and Exchange Commission ("SEC"), within twenty (20) business days of the Closing Date, a registration statement on Form S-8 relating to the shares of Acquiror Common Stock (defined below) issuable with respect to this Option and shall use commercially reasonable efforts to maintain the effectiveness of such registration statement for a reasonable period of time to allow exercise and sale of the shares of Acquiror Common Stock underlying the Option.

3. ***Termination of Service.***

(a) **Option Exercisability.** Subject to earlier termination of the Option as otherwise provided herein and unless otherwise provided in the Grant Notice, the Option shall be exercisable after your termination of employment or other service with the Company or any Participating Company only during the applicable time period determined in accordance with this Section 3 and thereafter shall terminate.

(i) **Disability.** If your service with the Company or any Participating Company terminates because of your Disability (as defined below), the Option shall continue to vest for the period of such Disability under the terms and conditions of the Option Agreement and may be exercised by you at any time during the period of Disability, but in any event, no later than the date of expiration of the Option term as set forth in Section 6 (the *"**Option Expiration Date**"*).

(ii) **Death.** If your service with the Company terminates because of your death or because of your Disability and such termination is subsequently followed by your death, the vesting of the Option shall be accelerated effective upon your death, and the Option may be exercised by your legal representative or other person who acquired the right to exercise the Option by reason of your death at any time prior to the expiration of twelve (12) months after the date of your death, but in any event no later than the Option Expiration Date.

(iii) **Normal Retirement Age.** If your service with the Company terminates on or after you have attained age 60 and completed ten years of service, the Option, to the extent unexercised and vested on the date on which your service terminates, may be exercised by you at any time prior to the expiration of twelve (12) months after the date on which your service terminates, but, in any event, no later than the Option Expiration Date. Options that have not vested as of the date on which your service terminates will be forfeited as of your termination date.

(iv) **Termination After Layoff.** If your service with the Company terminates as a result of "Layoff" (as defined below), then, subject to your execution of a general release of claims satisfactory to the Company, (A) the vesting of the Option shall be accelerated effective as of the date on which your service terminates by ten percent (10%) of the Shares which would otherwise be unvested on such date, and (B) the Option, to the extent unexercised and vested on the date on which your service terminated, may be exercised by you (or your guardian or legal representative) at any time prior to the expiration of six (6) months after the date on which your service terminated, but in any event no later than the Option Expiration Date. All other unvested Options shall be forfeited as of your termination date. Notwithstanding the foregoing, if the Company determines that the provisions or operation of this subsection (iv) would cause the Company to incur a compensation expense other than that which is known by the Company as of the date of grant, then this subsection (iv) shall be without force or effect, and the vesting and exercisability of each outstanding Option and any Shares acquired upon the exercise thereof shall be determined under any other applicable provision of the Grant Notice or this Agreement.

(v) **Termination Upon Transfer to Non-Control Affiliate.** If at the request of the Company, you transfer service to a Non-control Affiliate of the Company and your service terminates as a result, then, subject to your execution of a general release of claims form reasonably satisfactory to the Company, the Option, to the extent unexercised and vested on the date on which your service terminates, may be exercised by you (or your guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which your service terminated, but, in any event, no later than the Option Expiration Date. Options that have not vested as of the date on which your service terminates will be forfeited as of your termination date.

(vi) **Termination After Change in Control.** If your service with the Company terminates as a result of Termination After Change in Control (as defined below), then the vesting of the entire Option shall be accelerated in full effective as of the date on which your service terminates, and the Option, to the extent unexercised, may be exercised by you (or your guardian or legal representative) at any time prior to the expiration of six (6) months after the date on which your service terminates, but in any event no later than the Option Expiration Date.

(vii) **Other Termination of Service.** Except as otherwise provided in Section 3(a)(i) through (vi), if your service with the Company terminates for any reason, then to the extent unexercised and vested on the date on which your service terminates, the Option may be exercised by you at any time prior to the expiration of thirty (30) days after the date on which your service terminates, but in any event no later than the Option Expiration Date. Options that have not vested as of the date on which your service terminates will be forfeited as of your termination date.

(b) **Extension if Exercise Prevented by Law.** Notwithstanding the foregoing, other than termination for Cause, if the exercise of the Option within the applicable time periods set forth in Section 3(a) is prevented by applicable law, the Option shall remain exercisable until three (3) months after the date you are notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date.

(c) **Extension if Subject to Section 16(b).** Notwithstanding the foregoing, other than termination for Cause, if a sale within the applicable time periods set forth in Section 3(a) of Shares acquired upon the exercise of the Option would subject you to suit under Section 16(b) of the Securities Exchange Act of 1934, as amended, the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such Shares by you would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after your termination of service, or (iii) the Option Expiration Date.

(d) **Certain Definitions.**

(i) ***"Cause"*** shall mean any of the following: (1) your theft, dishonesty, or falsification of documents or records; (2) your improper use or disclosure of confidential or proprietary information of the Company and its affiliates; (3) any action by you which has a detrimental effect on the Company's reputation or business; (4) your failure or inability to perform any reasonably assigned duties after written notice from the Company of, and a reasonable opportunity to cure, such failure or inability; (5) any material breach by you of any employment or service agreement between you and the Company, which breach is not cured pursuant to the terms of such agreement; (6) your conviction (including any plea of guilty or nolo contendere) of any criminal act which impairs your ability to perform your duties with the Company; or (7) violation of a material Company policy.

(ii) ***"Disability"*** shall mean you have been determined by the Company's long-term disability insurer as eligible for disability benefits under the long-term disability plan of the Company or you have been determined eligible for Supplemental Security Income benefits by the Social Security Administration of the United States of America.

(iii) ***"Good Reason"*** shall mean any one or more of the following:

a) without your express written consent, the assignment to you of any duties, or any limitation of your responsibilities, substantially inconsistent with your positions, duties, responsibilities and status with the Company immediately prior to the date of the Change in Control;

b) without your express written consent, the relocation of the principal place of your employment or service to a location that is more than fifty (50) miles

from your principal place of employment or service immediately prior to the date of the Change in Control, or the imposition of travel requirements substantially more demanding of you than such travel requirements existing immediately prior to the date of the Change in Control;

c) any failure by the Company to pay, or any material reduction by the Company of, (A) your base salary in effect immediately prior to the date of the Change in Control (unless reductions comparable in amount and duration are concurrently made for all other employees of the Company with responsibilities, organizational level and title comparable to yours), or (B) your bonus compensation, if any, in effect immediately prior to the date of the Change in Control (subject to applicable performance requirements with respect to the actual amount of bonus compensation earned by you);

d) any failure by the Company to (A) continue to provide you with the opportunity to participate, on terms no less favorable than those in effect for the benefit of any employee or service provider group which customarily includes a person holding the employment or service provider position or a comparable position with the Company then held by you, in any benefit or compensation plans and programs, including, but not limited to, the Company's life, disability, health, dental, medical, savings, profit sharing, stock purchase and retirement plans, if any, in which you were participating immediately prior to the date of the Change in Control, or their equivalent, or (B) provide you with all other fringe benefits (or their equivalent) from time to time in effect for the benefit of any employee group which customarily includes a person holding the employment or service provider position or a comparable position with the Company then held by you;

e) any breach by the Company of any material agreement between you and the Company concerning your employment; or

f) any failure by the Company to obtain the assumption of any material agreement between you and the Company concerning your employment by a successor or assign of the Company.

(iv) ***"Layoff"*** shall mean the involuntary termination of your service with the Company for reasons other than Cause, constructive termination, death, Disability, divestiture, termination upon transfer to a Non-Control Affiliate, or Termination After Change in Control.

(v) **"*Non-Control Affiliate*"** means any entity in which the Company has an ownership interest and which the Board or Committee shall designate as a Non-Control Affiliate.

(vii) ***"Termination After Change in Control"*** shall mean either of the following events occurring within twenty-four (24) months after a Change in Control:

a) termination by the Company of your service with the Company for any reason other than for Cause; or

b) your resignation for Good Reason from all capacities in which you are then rendering service to the Company within a reasonable period of time following the event constituting Good Reason.

Notwithstanding any provision herein to the contrary, Termination After Change in Control shall not include any termination of your service with the Company which (1) is for Cause; (2) is a result of your death or Disability; (3) is a result of your voluntary termination of service other than for Good Reason; or (4) occurs prior to the effectiveness of a Change in Control.

4. *Manner of Exercise.*

(a) *Exercise Agreement.* You may exercise this Option by delivering the applicable exercise agreement or notice (the "Notice"), in such form as may be approved or adopted by the Company, in its sole discretion, which shall set forth your election to exercise this Option with respect to some or all of the Shares subject to this Option, the number of Shares subject to this Option being purchased, and any restrictions imposed on the Shares subject to this Option, as applicable.

(b) *Exercise Price.* The Notice shall be accompanied by full payment of the aggregate exercise price for the Shares being purchased. Payment for the Shares may be made in U.S. dollars in cash (by check), by delivery to the Company of a number of Shares equal to the amount to be tendered, or a combination thereof, or by any other method permitted by the Company.

(c) *Withholding Taxes.* Prior to the issuance of Shares upon exercise of this Option, you must pay, or make adequate provision for, any applicable federal or state withholding obligations. You may, to the extent allowed by the Company, provide for payment of withholding taxes upon exercise of the Option by requesting that the Company retain Shares with a fair market value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue to you the net number of Shares by deducting the Shares retained from the Shares exercised.

(d) *Issuance of Shares.* Provided that the Notice and payment are in a form and substance acceptable to the Company, the Company shall cause the Shares to be issued in your name or the name of your legal representative. You shall not be considered a shareholder until such time as the Shares have been issued as noted on the books of the Company.

5. *Assumption of Option.* At the Effective Time, (i) Parent will assume this Option and this Option shall thereby be converted into an option to purchase the number of shares of common stock of Parent ("Parent Common Stock") in accordance with Section 2.6(e) of the Merger Agreement which Section 2.6(e) is incorporated herein by this reference.

6. *Termination of the Option.* The term of this Option commences on the Date of Grant (as specified in the Grant Notice) and expires and shall no longer be exercisable upon the earliest of:

(a) the Expiration Date indicated in the Grant Notice;

(b) the tenth (10th) anniversary of the Date of Grant;

(c) the last day for exercising the Option following termination of your service as described in Section 3; or

(d) a Change of Control, to the extent provided in Section 7.

7. *Change in Control.* In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the *"**Acquiring Corporation**"*), may, without your consent, either assume the Company's rights and obligations under this Option or substitute for this Option a substantially equivalent option for the Acquiring Corporation's stock. In the event the Acquiring Corporation elects not to assume or substitute this Option in connection with a Change in Control, the exercisability and vesting of this Option and any Shares acquired upon the exercise thereof held by you, so long as your service has not terminated prior to such date, shall be accelerated, effective as of the date ten (10) days prior to the date of the Change in Control. The exercise or vesting of any Option and any Shares acquired upon the exercise thereof that was permissible solely by reason of this Section shall be conditioned upon the consummation of the Change in Control. If this Option is neither assumed or substituted by the Acquiring Corporation in connection with the Change in Control nor exercised as of the date of the Change in Control, it shall terminate and cease to be outstanding effective as of the date of the Change in Control. Notwithstanding the foregoing, Shares acquired upon exercise of this Option prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such Shares shall continue to be subject to all applicable provisions of this Option Agreement, except as otherwise provided in this Option Agreement. Furthermore, notwithstanding the foregoing, if an entity the equity of which is subject to this Option immediately prior to an Ownership Change Event constituting a Change in Control is the surviving or continuing entity immediately after such Ownership Change Event and less than fifty percent (50%) of the total combined voting power of its voting stock is held by another corporation or by other corporations that are members of an affiliated group within the meaning of Section 1504(a) of the Code without regard to the provisions of Section 1504(b) of the Code, this Option shall not terminate unless the Board or Committee otherwise provides in its discretion.

8. *Nontransferability of Options.* This Option may not be transferred in any manner, other than by will or the laws of descent and distribution, except to the extent expressly allowed by the Plan, and may be exercised during your lifetime only by you. The terms of this Option shall be binding upon your executors, administrators, successors and assigns. At no time will a transferee who is considered an affiliate under Rule 144(a)(1) be able to sell any or all such Shares without complying with Rule 144. The right of a transferee to exercise the transferred portion of this Option shall terminate in accordance with your right of exercise under this Option and is further subject to such representations, warranties and indemnifications from the transferee that the Company requires the transferee to make to protect the Company's interests and ensure that this Option has been transferred under the circumstances approved by the Company. Once a portion of an Option is transferred, no further transfer may be made of that portion of the Option.

9. *Option Not a Service Contract.* This Option is not an employment or service contract and nothing in this Agreement , the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company, or of the Company to continue your service with the Company. In addition, nothing in your Option shall obligate the Company, its shareholders, board, officers or employees to continue your service with the Company.

10. ***Notices.*** Any notices provided for in this Stock Option Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

11. ***Special Provisions for the Option.*** No restrictions on the shares that may be purchased through exercise of this option shall be placed on such shares other than any such restrictions set forth in the exercise notice, and no changes shall be made to the exercise notice following the grant of this option, except as may be required pursuant to applicable law or regulation. Without your prior written consent, no re-pricing of this Option shall occur pursuant to Section 7.2(h) of the Plan. No action shall be taken by the board pursuant to section 11.1 of the Plan which would cause this Option to be considered a "Non-Qualified" Deferred Compensation Plan" under Treas. Reg. §1.409A-1(A)(1) or to cease to be considered a short-term deferral of compensation within the meaning of Treas. Reg. §1.409A-1(b)(4). The terms and provisions of this Agreement shall govern and control the Option, and shall be deemed to supersede, override and replace any conflicting provisions of the Plan. Neither Company, nor Parent, nor their successors or assigns shall amend the Plan or this Option, attempt to exercise any discretion granted under the Plan or to impose any additional restrictions or conditions with respect to this Option, or otherwise take any action that would conflict with the terms of this Option or otherwise have the effect of modifying any provision of this Agreement or the Option without the prior written consent of Optionee.

12. ***Amendment.*** Subject to the provisions of Section 11 above, the Board may amend your Option at any time, provided no such amendment may adversely affect the Option or any unexercised portion of your Option without your consent, unless such amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing or, in such electronic form as may be designated by the Company.

13. ***Tax Consequences.*** YOU UNDERSTAND THAT THE GRANT AND EXERCISE OF THIS OPTION, AND THE SALE OF SHARES OBTAINED THROUGH THE EXERCISE OF THIS OPTION, MAY HAVE TAX IMPLICATIONS THAT COULD RESULT IN ADVERSE TAX CONSEQUENCES. YOU REPRESENT THAT YOU HAVE CONSULTED WITH, OR WILL CONSULT WITH, YOUR TAX ADVISOR; YOU FURTHER ACKNOWLEDGE THAT YOU ARE NOT RELYING ON THE COMPANY FOR ANY TAX, FINANCIAL OR LEGAL ADVICE; AND YOU SPECIFICALLY UNDERSTAND THAT NO REPRESENTATIONS OR ASSURANCES ARE MADE AS TO ANY PARTICULAR TAX TREATMENT WITH RESPECT TO THIS OPTION.

14. ***Interpretation.*** Any dispute regarding the interpretation of this Agreement shall be submitted to the Board or the Committee administering the Plan, which shall review such dispute in accordance with the Plan and this Agreement. The resolution of such a dispute by the Board or Committee shall be final and binding on the parties.

15. ***Entire Agreement and Other Matters.*** The Plan (as amended or superseded herein) is incorporated herein by reference. This Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This Agreement and the Option are void

ab initio unless you have executed the Grant Notice and agreed to all terms and provisions hereof.

16. ***Description of Electronic Delivery.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

FORM OF
STOCK OPTION GRANT NOTICE

Firethorn Holdings, LLC (the "Company"), pursuant to the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan") hereby grants to Brady L. Rackley, III (the "Optionee") a non-qualified share option ("Option") to purchase the aggregate number of Class B Common Shares of the Company ("Shares"), subject to all of the terms and conditions set forth below and in the attached Stock Option Agreement (the "Agreement"). The Option is a nonqualified stock option and is not intended to qualify for the federal income tax benefits available to an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Except as specifically provided in the Agreement, the term "Company" as used in this grant notice ("Grant Notice") and in the Agreement shall include any successor to the Company and any parent corporation under Section 424(e) of the Code.

Optionee: Brady L. Rackley, III

Option Type: Nonqualified

Number of Shares: 101,079 Class B Common Shares

Option Price: $83.63

Date of Grant: November 19, 2007. The Option grant is made contingent upon the occurrence of the "Effective Time" (as defined in that certain Agreement and Plan of Merger, dated as of November 13, 2007 (the "Merger Agreement"), by and among the Company, QUALCOMM Incorporated, a Delaware corporation ("Parent"), Zeppelin Acquisition Corporation, a Georgia corporation ("Merger Sub") and the Holders' Agent defined therein).

Expiration Date: November 18, 2017

Vesting Schedule: The Option shall vest in accordance with the terms and provisions of Section 2 of that certain Executive Retention Agreement dated as of the Closing Date by and among Optionee and Parent ("Retention Agreement"), which Section 2 is incorporated herein by this reference.

Additional Terms/Acknowledgments: Capitalized terms used but not defined in this Grant Notice (including terms used above) and in the Agreement shall have the meanings given thereto in the Merger Agreement. The Optionee acknowledges receipt of this Grant Notice, the Agreement and a copy of the Plan, and represents that the Optionee has read, understands, accepts and agrees to the terms and conditions of this Grant Notice, the Agreement and the Plan. Optionee hereby accepts the Option subject to all of its terms and conditions and further acknowledges that, as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionee and the Company regarding the subject matter hereof.

The Option will be exercised when the Parent has received an exercise notice ("Exercise Notice") in one of the forms attached hereto as Exhibit A or in other form made available to the Optionee for this purpose (which choice of form shall be at Optionee's sole election) and the other provisions of Section 4 of the Agreement are satisfied.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice and the Agreement as of the Date of Grant set forth above.

Firethorn Holdings, LLC

By: _____
Name:
Title:

Optionee

_____
Brady L. Rackley, III

ACKNOWLEDGED AND AGREED:

QUALCOMM Incorporated

By: _____
Name:
Title:

Attachment: Stock Option Agreement
Exhibit A: Form of Exercise Notice

FORM OF
STOCK OPTION GRANT NOTICE

Firethorn Holdings, LLC (the "Company"), pursuant to the Firethorn Holdings, LLC 2006 Share Incentive Plan (the "Plan") hereby grants to Warren D. Porter (the "Optionee") a non-qualified share option ("Option") to purchase the aggregate number of Class B Common Shares of the Company ("Shares"), subject to all of the terms and conditions set forth below and in the attached Stock Option Agreement (the "Agreement"). The Option is a nonqualified stock option and is not intended to qualify for the federal income tax benefits available to an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Except as specifically provided in the Agreement, the term "Company" as used in this grant notice ("Grant Notice") and in the Agreement shall include any successor to the Company and any parent corporation under Section 424(e) of the Code.

Optionee: Warren D. Porter

Option Type: Nonqualified

Number of Shares: 20,216 Class B Common Shares

Option Price: $83.63

Date of Grant: November 19, 2007. The Option grant is made contingent upon the occurrence of the "Effective Time" (as defined in that certain Agreement and Plan of Merger, dated as of November 13, 2007 (the "Merger Agreement"), by and among the Company, QUALCOMM Incorporated, a Delaware corporation ("Parent"), Zeppelin Acquisition Corporation, a Georgia corporation ("Merger Sub") and the Holders' Agent defined therein).

Expiration Date: November 18, 2017

Vesting Schedule: The Option shall vest in accordance with the terms and provisions of Section 2 of that certain Executive Retention Agreement dated as of the Closing Date by and among Optionee and Parent ("Retention Agreement"), which Section 2 is incorporated herein by this reference.

Additional Terms/Acknowledgments: Capitalized terms used but not defined in this Grant Notice (including terms used above) and in the Agreement shall have the meanings given thereto in the Merger Agreement. The Optionee acknowledges receipt of this Grant Notice, the Agreement and a copy of the Plan, and represents that the Optionee has read, understands, accepts and agrees to the terms and conditions of this Grant Notice, the Agreement and the Plan. Optionee hereby accepts the Option subject to all of its terms and conditions and further acknowledges that, as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionee and the Company regarding the subject matter hereof.

The Option will be exercised when the Parent has received an exercise notice ("Exercise Notice") in one of the forms attached hereto as Exhibit A or in other form made available to the Optionee for this purpose (which choice of form shall be at Optionee's sole election) and the other provisions of Section 4 of the Agreement are satisfied.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice and the Agreement as of the Date of Grant set forth above.

Firethorn Holdings, LLC

By: _____
Name:
Title:

Optionee

_____
Warren D. Porter

ACKNOWLEDGED AND AGREED:

QUALCOMM Incorporated

By: _____
Name:
Title:

Attachment: Stock Option Agreement
Exhibit A: Form of Exercise Notice

EXHIBIT 99.6

FORM OF
RETENTION STOCK OPTION AGREEMENT AND VESTING PROVISIONS

2006 SHARE INCENTIVE PLAN
NONQUALIFIED STOCK OPTION AGREEMENT

Pursuant to the Grant Notice (attached hereto) and this Stock Option Agreement ("Agreement"), Firethorn Holdings, LLC (the "Company") has granted you an Option to purchase the number of Shares ("Shares") of the Company's common stock ("Stock") indicated in the Grant Notice at the exercise price indicated in the Grant Notice (which Grant Notice is incorporated herein by this reference).

The details of this Option are as follows:

1. ***Exercise Period of Option.*** Notwithstanding any other provision of the Plan or this Agreement to the contrary, this Option must be exercised by the Optionee using one of the permitted means of exercise as provided in Section 4 during the period that begins on the date that the Option becomes vested as set forth below and ends on the date which is two and one-half months after the end of the tax year of the Optionee in which the Option becomes vested as set forth below ("Mandatory Exercise Period"). If the Option is not exercised during the applicable Mandatory Exercise Period, the Option shall terminate and shall cease to be exercisable.

2. ***Assumption of Option; Restrictions on Exercise; Registration.*** This Option shall be assumed by Parent pursuant to Section 5. This Option may not be exercised, unless such exercise is in compliance with the Securities Act of 1933 and applicable state securities laws, as in effect on the date of exercise, and the requirements of any stock exchange or national market system on which the Company's Shares may be listed at the time of exercise. Pursuant to Section 2.6(e) of the Merger Agreement, Parent shall file with the Securities and Exchange Commission ("SEC"), within twenty (20) business days of the Closing Date, a registration statement on Form S-8 relating to the shares of Acquiror Common Stock (defined below) issuable with respect to this Option and shall use commercially reasonable efforts to maintain the effectiveness of such registration statement for a reasonable period of time to allow exercise and sale of the shares of Acquiror Common Stock underlying the Option.

3. ***Termination of Option.*** The vesting of the Option shall occur as follows:

(a) *Termination Without Cause.* If the Company terminates the Optionee without Cause, the Option will accelerate and vest in full as of the date of termination without Cause, and may be exercised by the Optionee in accordance with the provisions of Section 1 hereof. For purposes of this Section 3, "Cause" shall have the same meaning as set forth in the Executive Retention Agreement dated as of November ___, 2007 by and between Parent and Optionee (the "Retention Agreement").

(b) *Termination With Good Reason.* If the Optionee terminates with Good Reason, the Option will accelerate and vest in full as of such termination and may be exercised by the Optionee upon vesting in accordance with Section 1 of this Agreement. "Good Reason" for purposes of this Section 3 shall have the same meaning as set forth in the Retention Agreement.

(c) *Death or Disability*. Upon Optionee's death or Disability (as defined in the Retention Agreement), the Option will accelerate and vest as of the date of the Optionee's death or termination due to Disability on a *pro rata* basis based on the number of days the Optionee was employed prior to the date

of death or termination due to Disability, divided by the number of full days in the three-year vesting period, multiplied by the number of Shares subject to this Option (rounded down for any fractional Share). In the case of Optionee's Disability, Optionee shall be deemed to be employed through, and Optionee's date of termination shall be, the last day of the applicable six (6) month period. The vested portion of the Option may be exercised as provided in Section 1 hereof by the heirs, beneficiaries, executors, administrators, guardians or other representative of Optionee in accordance with the provisions hereof.

(d) *Other Termination.* Except as otherwise provided in Sections 3(a), 3(b) and 3(c) above, the Option shall not vest and the Optionee shall forfeit the Option to the extent it is unvested and not exercisable on the date of termination for any other reason.

(e) *No Right to Employment or Other Relationship.* Nothing in the Plan or in this Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, or limit in any way the right of the Company to terminate the Optionee's employment or other relationship at any time.

4. ***Manner of Exercise.***

(a) *Exercise Agreement.* This Option may be exercised by the Optionee by delivering one of the applicable forms of exercise notice attached as Exhibit A to the Grant Notice (the "Exercise Notice") (or electronically pursuant to an eTrade account established on the Optionee's behalf), such form or electronic method of communication to be chosen by the Optionee. Such form or electronic communication shall set forth (i) Optionee's election to exercise this Option with respect to some or all of the Shares subject to this Option, (ii) the number of Shares subject to this Option being purchased and (iii) manner of payment and withholding method selected by Optionee.

(b) *Exercise Price.* The Notice shall be accompanied by full payment of the aggregate exercise price for the Shares being purchased. Payment for the Shares may be made at Optionee's election in U.S. dollars in cash (by check), by delivery to the Company of a number of Options or Shares equal to the amount to be tendered, or a combination thereof, or by any other method permitted by Section 7.2(e) of the Plan.

(c) *Withholding Taxes.* Prior to the issuance of Shares upon exercise of this Option, Optionee must pay, or make adequate provision for, any applicable federal or state withholding obligations. Optionee may, in Optionee's sole discretion, elect to pay cash for such withholding or may provide for payment of withholding taxes upon exercise of the Option by directing that the Company retain Shares with a fair market value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue the net number of Shares to Optionee by deducting the Shares retained from the Shares exercised.

(d) *Issuance of Shares.* Provided that the Exercise Notice and payment are completed and delivered to the Company, the Company shall cause the Shares to be issued in the name of Optionee or Optionee's legal representative. Optionee shall not be considered a Shareholder until such time as the Shares have been issued as noted on the books of the Company.

5. ***Assumption of Option.*** At the Effective Time, (i) Parent will assume this Option and this Option shall thereby be converted into an option to purchase the number of shares of common stock of Parent ("Parent Common Stock") in accordance with Section 2.6(e) of the Merger Agreement which Section 2.6(e) is incorporated herein by this reference.

6. ***Nontransferability of Options.*** This Option may not be transferred in any manner, other than by will or the laws of descent and distribution, except to the extent expressly allowed by the Plan, and may be exercised during Optionee's lifetime only by Optionee. The terms of this Option shall be binding upon the executor, administrators, successors and assigns of Optionee.

7. ***Tax Consequences.*** OPTIONEE UNDERSTANDS THAT THE GRANT AND EXERCISE OF THIS OPTION, AND THE SALE OF SHARES OBTAINED THROUGH THE EXERCISE OF THE OPTION, MAY HAVE TAX IMPLICATIONS THAT COULD RESULT IN ADVERSE TAX CONSEQUENCES TO OPTIONEE. OPTIONEE REPRESENTS THAT OPTIONEE HAS CONSULTED WITH, OR WILL CONSULT WITH, HIS OR HER TAX ADVISOR; OPTIONEE FURTHER ACKNOWLEDGES THAT OPTIONEE IS NOT RELYING ON THE COMPANY FOR ANY TAX, FINANCIAL OR LEGAL ADVICE; AND IT IS SPECIFICALLY UNDERSTOOD BY THE OPTIONEE THAT NO REPRESENTATIONS OR ASSURANCES ARE MADE AS TO ANY PARTICULAR TAX TREATMENT WITH RESPECT TO THE OPTION.

8. ***Interpretation.***

(a) If Parent contends that any or all of Optionee's Option should not vest because the conditions to vesting set forth herein have not been met (and therefore that the Option should be cancelled), then Parent shall deliver a written notice (a "Notice") to Executive pursuant to the notice provisions set forth in Section 15 of the Retention Agreement. The Notice shall specify in reasonable detail all reasons for which Parent contends the Option should not vest and should be cancelled.

(b) If Optionee wishes to object to a Notice and/or the instructions in or reasons contained in the Notice, Optionee must deliver a written objection ("Objection") to Parent within fifteen (15) calendar days after receipt of such Notice by Optionee, expressing such objection and explaining in reasonable detail the basis therefor. The Objection shall be delivered pursuant to the notice provisions set forth in Section 15. If Optionee fails to deliver to Parent an Objection to a Notice within the fifteen (15) calendar day period provided for in the first sentence of this paragraph, then that failure shall conclusively be deemed agreement with the Notice.

(c) Following receipt by Parent of the written objection, if any, Parent and Optionee shall promptly meet to agree on their respective rights with respect to each of such claims. If there is no agreement, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. The Option, to the extent there is an unresolved dispute between Parent and Optionee regarding its vesting or cancellation, shall continue to be held by Optionee and, notwithstanding anything to the contrary contained herein or in the Retention Agreement, shall not vest until a final settlement, adjudication by a trier of fact or other resolution of such claim has been reached.

(d) The provisions of this Section 8 are meant to be an irrevocable exercise of the Board's authority and delegation powers pursuant to Article 5 of the Plan shall be controlling upon the grant of the Option and thereafter, and shall supercede and replace any contrary default provisions of the Plan, including, without limitation, the provisions of Sections 5.1, 5.2, 5.3 and 5.4 thereof.

9. ***Special Provisions for the Option.*** No restrictions on the shares that may be purchased through exercise of this option shall be placed on such shares other than any such restrictions set forth in the exercise notice, and no changes shall be made to the exercise notice following the grant of this option, except as may be required pursuant to applicable law or regulation. Without the prior written consent of Optionee, no re-pricing of this Option shall occur pursuant to Section 7.2(h) of the Plan. No action shall be taken by the board pursuant to section 11.1 of the Plan which would cause this Option to be considered

a “Non-Qualified” Deferred Compensation Plan” under Treas. Reg. §1.409A-1(A)(1) or to cease to be considered a short-term deferral of compensation within the meaning of Treas. Reg. §1.409A-1(b)(4). The terms and provisions of this Agreement shall govern and control the Option, and shall be deemed to supercede, override and replace any conflicting provisions of the Plan. Neither Company, nor Parent, nor their successors or assigns shall amend the Plan or this Option, attempt to exercise any discretion granted under the Plan or to impose any additional restrictions or conditions with respect to this Option, or otherwise take any action that would conflict with the terms of this Option or otherwise have the effect of modifying any provision of this Agreement or the Option without the prior written consent of Optionee.

10. ***Entire Agreement and Other Matters.*** The Plan (as amended or superceded as provided herein) and the Grant Notice are incorporated herein by reference. This Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto, and supersede all prior understandings and agreements with respect to the subject matter hereof. This Agreement and the Option are void *ab initio* unless the Grant Notice has been executed by the Optionee and the Optionee has agreed to all terms and provisions hereof.

VESTING PROVISIONS OF EMPLOYEE RETENTION STOCK OPTION AGREEMENT

Vesting of Retention Options.

(a) The Retention Options shall vest in their entirety only if Executive has been continuously employed as an employee or consultant by Parent or any of its Affiliates on a full-time basis from the date of the Effective Time of the Merger until: (i) the Anniversary Date, or (ii) the date of Executive's (A) termination of employment by Parent or its Affiliates other than for "Cause" or (B) voluntary termination of employment by Executive with "Good Reason.

(b) If Executive's employment with Parent (or any of its Affiliates) terminates prior to the Anniversary Date such that the vesting requirements set forth in Sections 2(a)(i) and (ii) above are not met, then the Retention Options remaining unvested shall be cancelled by their terms.

(c) Upon the termination of Executive's employment without Cause, or Executive's resignation for Good Reason, the unvested Retention Options shall immediately vest.

(d) Upon Executive's death or Disability, the Retention Option will accelerate and vest as of the date of the Executive's death or termination due to Disability on a *pro rata* basis based on the number of days the Executive was employed prior to the date of death or termination due to Disability, divided by the number of full days in the three-year vesting period, multiplied by the number of Shares subject to the Retention Option Agreement (rounded down for any fractional Share). In the case of Executive's Disability, Executive shall be deemed employed through, and Executive's date of termination shall be, the last day of the applicable six (6) month period.

(e) Executive will be deemed to be continuously employed on a given date if Executive is on an approved leave of absence (including leaves permitted under applicable state and federal law), vacation, sick, or personal time off in accordance with the Company's policies and procedures generally applicable to executives.

(f) The Retention Options shall vest in accordance with the Retention Option Agreement.

(g) If Parent contends that any or all of Executive's Retention Options should not vest because the conditions to vesting set forth in Section 2(a) have not been met (and therefore that the Retention Options should be cancelled by their terms), then Parent shall deliver a written notice (a "Notice") to Executive pursuant to the notice provisions set forth in Section 15 below. The Notice shall specify in reasonable detail all reasons for which Parent contends the Retention Options should not vest and should be cancelled.

(h) If Executive wishes to object to a Notice and/or the instructions in or reasons contained in the Notice, Executive must deliver a written objection ("Objection") to Parent within fifteen (15) calendar days after receipt of such Notice by Executive, expressing such objection and explaining in reasonable detail the basis therefor. The Objection shall be delivered pursuant to the notice provisions set forth in Section 15. If Executive fails to deliver to Parent an Objection to a Notice within the fifteen (15) calendar day period provided for in the first sentence of Section 2(h), then that failure shall conclusively be deemed agreement with the Notice.

(i) Following receipt by Parent of the written objection, if any, Parent and Executive shall promptly meet to agree on their respective rights with respect to each of such claims. If there is no agreement, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. The Retention Options, to the extent there is an unresolved dispute between Parent and Executive regarding their vesting or cancellation, shall continue to be held by Executive and, notwithstanding anything to the contrary contained herein or in the Retention Option Agreement, shall not vest until a final settlement, adjudication by a trier of fact or other resolution of such claim has been reached.