

**FIRST FINANCIAL EMPLOYEE LEASING  
FLEXIBLE BENEFITS PLAN  
ADOPTION AGREEMENT**

The undersigned, \_\_\_\_\_ ("Adopting Employer"), FFEL# \_\_\_\_\_ by executing this Adoption Agreement, hereby adopts the First Financial Employee Leasing Flexible Benefits Plan (the "Plan").

First Financial Employee Leasing, Inc. and/or its Affiliates ("First Financial Employee Leasing"), by executing this Adoption Agreement, hereby consents to the adoption of the Plan by the Adopting Employer.

**Effective Date**

- Initial Adoption:** This is the Adopting Employer's initial adoption of the Plan and the "Effective Date" is January 1, 2004.
- Amendment of Plan:** This Adoption Agreement is an amendment of the Adopting Employer's previous adoption of the Plan and the "Effective Date" of this amendment is \_\_\_\_\_. The "Effective Date" of the Adopting Employer's initial adoption of the Plan was \_\_\_\_\_.

**Participation Year.** The Participation Year (i.e., coverage period) for each benefit option shall be set forth below.

The initial Participation Year of the benefit options set forth below shall commence with the Effective Date and shall end on the last day of the Participation Year indicated below. Thereafter, subsequent Participation Years shall be the twelve consecutive month period indicated below.

**Benefit Options.** A Participant may elect among the following benefit options:

**Participation Year:**

- |  |                           |
|--|---------------------------|
| <input type="checkbox"/> Medical coverage sponsored by the Adopting Employer             | _____                     |
| <input type="checkbox"/> Dental coverage sponsored by First Financial Employee Leasing   | October 1 to September 30 |
| <input type="checkbox"/> Vision coverage sponsored by First Financial Employee Leasing   | October 1 to September 30 |
| <input type="checkbox"/> Mini-med coverage sponsored by First Financial Employee Leasing | July 1 to June 30         |
| <input type="checkbox"/> _____   | _____                     |
| <input type="checkbox"/> _____   | _____                     |

The Adopting Employer agrees that it is adopting the Plan for the benefit of its Employees (as such term is defined in the Plan).

The Adopting Employer agrees to properly disclose to First Financial Employee Leasing all information reasonably required by First Financial Employee Leasing for the proper administration of the Plan.

The Adopting Employer agrees that First Financial Employee Leasing has made no representations to the Adopting Employer regarding the legal or financial impact of the adoption of the Plan by the Adopting Employer.

The Adopting Employer agrees to indemnify First Financial Employee Leasing for any claims, taxes or costs incurred by First Financial Employee Leasing at any time as a result of the Adopting Employer's failure to fulfill its obligations and duties with respect to the Plan.

The Adopting Employer recognizes that it is in its best interest to have the Plan reviewed by legal counsel to ensure that the Plan as adopted by the Adopting Employer is suitable and appropriate for adoption by the Adopting Employer.

By executing this Adoption Agreement, the Adopting Employer agrees to the provisions of the Plan and the obligations, responsibilities and duties imposed with respect to the Plan.

In witness of their agreement, the Adopting Employer and First Financial Employee Leasing have executed this Adoption Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Adopting Employer:  
E.I.N.:

Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST FINANCIAL EMPLOYEE LEASING**

Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_