

# STEPTOE & JOHNSON

ATTORNEYS AT LAW

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P. O. BOX 100

CHARLES TOWN, W. VA. 25414-0100

(304) 725-1414

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HAGERSTOWN, MARYLAND 21740-1804

(301) 791-6620

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WRITER'S DIRECT DIAL NUMBER

715 CHARLESTON NATIONAL PLAZA  
P. O. BOX 1588  
CHARLESTON, W. VA. 25326-1588  
(304) 353-8000  
FACSIMILE (304) 353-8180

1000 HAMPTON CENTER  
P. O. BOX 1616  
MORGANTOWN, W. VA. 26507-1616  
(304) 598-8000  
FACSIMILE (304) 598-8116

126 EAST BURKE STREET  
MARTINSBURG, W. VA. 25401-4390  
(304) 263-6991  
FACSIMILE (304) 263-4785

June 22, 1992

624-8171

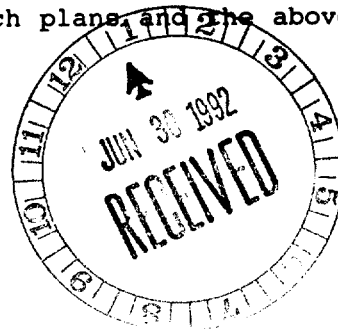
VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

U.S. Department of Labor  
Files and Disclosure Program Manager  
Office of Program Services  
200 Constitution Avenue  
Washington, D.C. 20210

Re: Ford Funeral Home, Inc.  
201 Columbia St.  
Fairmont, WV 26554  
Emp. ID# 55-0458566

Gentlemen:

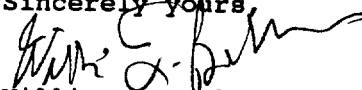
I acknowledge receipt of your notice of June 17, 1992. The PN #'s 001, 002, 003 and 004 have been assigned to the nonqualified unfunded deferred compensation agreements by and between Ford Funeral Home, Inc. and Joseph F. Ford, III, William H. Ford, II, Bradley Aude Ford and Raymond Jay Ford, photocopies of which are enclosed. The aforesaid arrangements are maintained primarily for the purpose of providing deferred compensation for a select group of management of highly compensated employees. Therefore, the aforesaid agreements are exempt from the participation, vesting, benefit accrual, funding and fiduciary provisions of ERISA. These arrangements are filed with you and the information herein contained is provided to you in order to satisfy the reporting requirements of Title I of ERISA with respect to such plans by filing with the Department of Labor the employer's name, address and identification number which is set forth in the above caption and a declaration by the employer, Ford Funeral Home, Inc. that it maintains these plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. There are four of such plans and the above four employees are participants to such plans.



U.S. Department of Labor  
June 22, 1992  
Page 2

Unless we hear from you to the contrary, we shall assume that nothing further is required.

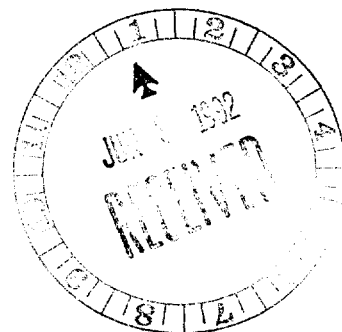
Sincerely yours,



William T. Belcher

WTB/dlm

cc: Mr. Joseph F. Ford, III  
Mr. William H. Ford, II  
Mr. Raymond Jay Ford  
Mr. Bradley Aude Ford  
Bill S. Childers, CLU, ChFC



U.S. Department of Labor

Pension and Welfare Benefits Administration  
Washington, D.C. 20210



Union National Center East  
P.O. Box 2190  
CLARKSBURG, W. Va. 26302-  
2190

6-17-92

Dear Sir/Madam;

— We have received your Summary Plan Description (SPD). To process this document we need additional information.

— We have received your transmittal letter of \_\_\_\_\_ indicating that a Summary Plan Description (SPD) was enclosed. The SPD was not enclosed with the letter.

Item(s) needed is/are:

— A copy of your Summary Plan Description

— EIN \_\_\_\_\_

(Employer Identification Number - 9 digit number assigned by the Internal Revenue Service)

✓ PN 001, 002, 003 & 004

(3 digit Plan Number assigned by the Plan Sponsor to identify various plans, i.e. 001, 002, etc for Pension Plans; 501, 502, etc for Welfare Plans)

Please enter the correct information in the spaces provided and return this letter within 30 days to:

Files and Disclosure Operation  
Pension and Welfare Benefits Administration  
U.S. Department of Labor  
Frances Perkins Building, Room N-5644  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

Sincerely,

Files and Disclosure Program Manager  
Office of Program Services



✓

THIS AGREEMENT, made and entered into this 6th day of April, 1992, by and between Ford Funeral Home, Inc., a Corporation organized and existing under the laws of the State of West Virginia, hereinafter called the Employer, and Joseph F. Ford, III, hereinafter called the Employee.

It is the consensus of the Board of Directors that the Employee's service to the Employer in the past has been of exceptional merit and has constituted an invaluable contribution to the general welfare of the Employer and to bring it to its present status of operating efficiency and its present position in its field of activity; and

The ability and experience of the Employee are such that assurance of his continued services is essential to the growth and profits of the Employer and it is in the best interests of the Employer to arrange terms of continued employment for the Employee so as to reasonably assure his remaining in the Employer's employment until the age of retirement as hereinafter set forth, or until his prior death; and

It is the desire of the Employer that the Employee's services be retained as herein provided; and

The Employee is willing to continue in the employ of the Employer provided the Employer agrees to pay to him or his beneficiaries certain benefits in accordance with the terms and conditions hereinafter set forth;

In consideration of services performed in the past and to be performed in the future as well as of the mutual promises and covenants herein contained, it is agreed as follows:

#### ARTICLE 1 - EMPLOYMENT AGREEMENT

The Employer agrees to employ the Employee as its FUNERAL DIRECTOR or in such other capacity as the Employer may from time to time determine. The Employee will continue in the employ of the Employer is such and with

such duties and responsibilities as may be assigned to him, and with such compensation as may be determined from time to time by the Board of Directors of the Employer.

The salary continuation benefits provided by the agreement are granted by the Employer as a fringe benefit to the Employee and are not part of any salary reduction plan or an arrangement deferring a bonus or a salary increase. The Employee has no option to take any current payment or bonus in lieu of these salary continuation benefits.

#### ARTICLE 2 - RETIREMENT/DEATH BENEFIT

If the Employee continues in the employment of the Employer until he attains his retirement date, which date is hereby established as February 15, 2011, the Employer shall pay to him the sum of \$240,000.00 in monthly installments of \$2,000.00 each for 120 months. The first monthly installment shall be due the first day of the month following his retirement date. If the Employee dies subsequent to his retirement date but prior to the completion of payments of the said monthly installments, the remaining installments shall be continued to such beneficiary or beneficiaries as the Employee may have designated in writing filed with the Employer. In the absence of any effective designation of beneficiary any installments remaining unpaid upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

#### ARTICLE 3 - CONSULTING SERVICE

It is mutually agreed that during the Ten (10) year period beginning on the day following his retirement from active service the Employee shall, at the request of the Employer, be available at such times

as may be mutually agreed upon to render services to the Employer in an advisory or consulting capacity. The Employee will keep himself informed concerning the affairs of the Employer through reports which the Employer will supply, and such other means as may be agreed upon. The Employee shall not be required to travel from whatever place he may then be living or staying for the purpose of such consultation unless all expenses incurred by him shall be paid by the Employer.

During the said period the Employee shall not participate, directly or indirectly, in any business which is substantially similar to the business of the Employer, either as proprietor, partner, stockholder, officer, employee or otherwise, unless the Employer has first consented in writing thereto.

The payments provided under Article 2 are conditioned upon the Employee fulfilling the foregoing requirements and, in the event the Employee shall at any time materially breach the foregoing requirements, the Board of Directors of the Employer may, by a Resolution, at a regular or special meeting, suspend or eliminate payments during the period of such breach. What constitutes a material breach shall be within the sole discretion of the Board of Directors.

#### ARTICLE 4 - DEATH PRIOR TO RETIREMENT

In the event the Employee dies while employed by the Employer at any time after the date of this Agreement but prior to his attaining the retirement date, the Employer will pay the sum of \$240,000.00 in monthly installments of \$2,000.00 each for a period of 120 months to such beneficiary(ies) as the Employee may have designated in writing filed with the Employer. The said monthly payments shall begin the first day of the

month following the death of the Employee. In the absence of any effective designation of beneficiary any such amounts becoming due and payable upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

In the event the Employee dies within 2 years following the date of this Agreement and such is the result of suicide, the death benefit provided by this Article shall not be payable.

#### ARTICLE 5 - DISABILITY PRIOR TO RETIREMENT

In the event that during the period of active service before his retirement date the Employee shall become totally and permanently disabled with the result that he is unable to perform his duties in a manner satisfactory to the Employer, the Employer by a Resolution adopted at any regular or special meeting of its Board of Directors may terminate the active service of the Employee. For the purpose of this Article an Employee shall be deemed totally and permanently disabled only upon receipt of certification of eligibility for disability payments under the Social Security Act. Immediately upon the adoption of such a Resolution by the Board, the obligations of the Employer to pay the compensation provided in Articles 2 and 4 shall cease. In lieu of the payments provided in those Articles, the Employer shall pay each month to the Employee 50% of the amount of the monthly installments specified in Article 2, payable on the first day of the month following the Board Resolution and continuing for a period of 120 months.

#### ARTICLE 6 - CONDITIONS GOVERNING RECEIPT OF BENEFITS

In the event that the employment of the Employee shall terminate prior to the Employee's retirement date, other than by his death, the

Employer shall pay to the Employee, in lieu of any other payments hereunder, the amounts set forth in the following schedule, predicated on the year in which severance occurs. These amounts shall be paid to the Employee in monthly installments commencing with the first day of the month following the date on which such severance occurs.

SCHEDULE OF PAYMENTS

Year	Monthly Installments	Number of Months	Total
(a) 2006	50%	60	\$120,000
(b) 2007	60%	72	144,000
(c) 2008	70%	84	168,000
(d) 2009	80%	96	192,000
(e) 2010	90%	108	216,000

In the event that Employee should terminate employment after ten years of service from the date of this agreement, Employee shall receive Schedule of Payments (a) above without regard to the year 2006.

All payments herein are expressly conditioned upon Employee's compliance with Article 3 hereof.

In the event the Employee's death should occur after such severance but prior to the completion of the monthly payments provided for in this Article, the remaining installments shall be paid to such individual or individuals the Employee may have designated in writing filed with the Employer. Any such remaining installments shall be payable in one lump sum discounted at 6% per year to the duly qualified executor or administrator for his estate.

ARTICLE 7 - NONALIENABILITY

Neither the Employee nor any beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, mortgage, commute, or otherwise encumber in advance any of the benefits payable

hereunder, nor shall said benefits be subject to seizure for the payment of any debts or judgments or be transferable by operation of law in the event of bankruptcy, insolvency or otherwise. In the event the foregoing restriction is violated, all benefits shall cease and terminate.

#### ARTICLE 8 - PARTICIPATION IN OTHER PLANS

Nothing contained in this Agreement shall be construed to alter, abridge or in any manner affect the rights and privileges of the Employee to participate in any pension or profit-sharing plan which the Employer may now or hereafter provide.

#### ARTICLE 9 - BENEFITS AND BURDENS

This Agreement shall be binding upon and inure to the benefit of the Employee and his personal representative, and it shall be binding on the Employer and any successor organization which shall succeed to substantially all of the Employer's assets.

#### ARTICLE 10 - REVOCABILITY

The Employer and the Employee may agree, in writing, to amend or revoke this Agreement at any time.

#### ARTICLE 11 - NOT AN EMPLOYMENT CONTRACT

This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision herein restrict the right of the Employer to discharge the Employee, or restrict the right of the Employee to terminate his employment.

#### ARTICLE 12 - GOVERNING LAW, ETC.

This Agreement will be governed and construed in accordance with the laws of West Virginia, where it is made and be performed. It sets forth the entire agreement between the parties concerning the subject

matter thereof, and any amendment or discharge will be made only in writing.

IN WITNESS WHEREOF, the Employer has caused its name to be hereunder executed by its President and its Corporate Seal affixed, duly attested by its Secretary, and the Employee has hereunto set his hand and seal the day and year first above written.

(L.S.)

Joseph F. Ford III  
(Employee)

FORD FUNERAL HOME, INC.  
(Employer)

By William Ford III - V. Pres.  
(President)

(CORPORATE SEAL)

ATTEST:

Raymond Jay Ford.  
(Secretary)

I hereby designate KAREN K. FORD as my beneficiary under this Agreement, reserving the right to change said beneficiary at any time by appropriate notice to the Employer.

Joseph F. Ford III  
(Employee)

4-10-92  
(Date)

✓

THIS AGREEMENT, made and entered into this 6th day of April, 1992, by and between Ford Funeral Home, Inc., a Corporation organized and existing under the laws of the State of West Virginia, hereinafter called the Employer, and William H. Ford, II, hereinafter called the Employee.

It is the consensus of the Board of Directors that the Employee's service to the Employer in the past has been of exceptional merit and has constituted an invaluable contribution to the general welfare of the Employer and to bring it to its present status of operating efficiency and its present position in its field of activity; and

The ability and experience of the Employee are such that assurance of his continued services is essential to the growth and profits of the Employer and it is in the best interests of the Employer to arrange terms of continued employment for the Employee so as to reasonably assure his remaining in the Employer's employment until the age of retirement as hereinafter set forth, or until his prior death; and

It is the desire of the Employer that the Employee's services be retained as herein provided; and

The Employee is willing to continue in the employ of the Employer provided the Employer agrees to pay to him or his beneficiaries certain benefits in accordance with the terms and conditions hereinafter set forth;

In consideration of services performed in the past and to be performed in the future as well as of the mutual promises and covenants herein contained, it is agreed as follows:

#### ARTICLE 1 - EMPLOYMENT AGREEMENT

The Employer agrees to employ the Employee as its Funeral Director or in such other capacity as the Employer may from time to time determine. The Employee will continue in the employ of the Employer is such and with

such duties and responsibilities as may be assigned to him, and with such compensation as may be determined from time to time by the Board of Directors of the Employer.

The salary continuation benefits provided by the agreement are granted by the Employer as a fringe benefit to the Employee and are not part of any salary reduction plan or an arrangement deferring a bonus or a salary increase. The Employee has no option to take any current payment or bonus in lieu of these salary continuation benefits.

#### ARTICLE 2 - RETIREMENT/DEATH BENEFIT

If the Employee continues in the employment of the Employer until he attains his retirement date, which date is hereby established as June 5, 2016, the Employer shall pay to him the sum of \$240,000.00 in monthly installments of \$2,000.00 each for 120 months. The first monthly installment shall be due the first day of the month following his retirement date. If the Employee dies subsequent to his retirement date but prior to the completion of payments of the said monthly installments, the remaining installments shall be continued to such beneficiary or beneficiaries as the Employee may have designated in writing filed with the Employer. In the absence of any effective designation of beneficiary any installments remaining unpaid upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

#### ARTICLE 3 - CONSULTING SERVICE

It is mutually agreed that during the Ten (10) year period beginning on the day following his retirement from active service the Employee shall, at the request of the Employer, be available at such times

as may be mutually agreed upon to render services to the Employer in an advisory or consulting capacity. The Employee will keep himself informed concerning the affairs of the Employer through reports which the Employer will supply, and such other means as may be agreed upon. The Employee shall not be required to travel from whatever place he may then be living or staying for the purpose of such consultation unless all expenses incurred by him shall be paid by the Employer.

During the said period the Employee shall not participate, directly or indirectly, in any business which is substantially similar to the business of the Employer, either as proprietor, partner, stockholder, officer, employee or otherwise, unless the Employer has first consented in writing thereto.

The payments provided under Article 2 are conditioned upon the Employee fulfilling the foregoing requirements and, in the event the Employee shall at any time materially breach the foregoing requirements, the Board of Directors of the Employer may, by a Resolution, at a regular or special meeting, suspend or eliminate payments during the period of such breach. What constitutes a material breach shall be within the sole discretion of the Board of Directors.

#### ARTICLE 4 - DEATH PRIOR TO RETIREMENT

In the event the Employee dies while employed by the Employer at any time after the date of this Agreement but prior to his attaining the retirement date, the Employer will pay the sum of \$240,000.00 in monthly installments of \$2,000.00 each for a period of 120 months to such beneficiary(ies) as the Employee may have designated in writing filed with the Employer. The said monthly payments shall begin the first day of the

month following the death of the Employee. In the absence of any effective designation of beneficiary any such amounts becoming due and payable upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

In the event the Employee dies within 2 years following the date of this Agreement and such is the result of suicide, the death benefit proved by this Article shall not be payable.

#### ARTICLE 5 - DISABILITY PRIOR TO RETIREMENT

In the event that during the period of active service before his retirement date the Employee shall become totally and permanently disabled with the result that he is unable to perform his duties in a manner satisfactory to the Employer, the Employer by a Resolution adopted at any regular or special meeting of its Board of Directors may terminate the active service of the Employee. For the purpose of this Article an Employee shall be deemed totally and permanently disabled only upon receipt of certification of eligibility for disability payments under the Social Security Act. Immediately upon the adoption of such a Resolution by the Board, the obligations of the Employer to pay the compensation provided in Articles 2 and 4 shall cease. In lieu of the payments provided in those Articles, the Employer shall pay each month to the Employee 50% of the amount of the monthly installments specified in Article 2, payable on the first day of the month following the Board Resolution and continuing for a period of 120 months.

#### ARTICLE 6 - CONDITIONS GOVERNING RECEIPT OF BENEFITS

In the event that the employment of the Employee shall terminate prior to the Employee's retirement date, other than by his death, the

Employer shall pay to the Employee, in lieu of any other payments hereunder, the amounts set forth in the following schedule, predicated on the year in which severance occurs. These amounts shall be paid to the Employee in monthly installments commencing with the first day of the month following the date on which such severance occurs.

SCHEDULE OF PAYMENTS

Year	Monthly Installments	Number of Months	Total
(a) 2011	50%	60	\$120,000
(b) 2012	60%	72	144,000
(c) 2013	70%	84	168,000
(d) 2014	80%	96	192,000
(e) 2015	90%	108	216,000

In the event that Employee should terminate employment after ten years of service from the date of this agreement, Employee shall receive Schedule of Payments (a) above without regard to the year 2011.

All payments herein are expressly conditioned upon Employee's compliance with Article 3 hereof.

In the event the Employee's death should occur after such severance but prior to the completion of the monthly payments provided for in this Article, the remaining installments shall be paid to such individual or individuals the Employee may have designated in writing filed with the Employer. Any such remaining installments shall be payable in one lump sum discounted at 6% per year to the duly qualified executor or administrator for his estate.

ARTICLE 7 - NONALIENABILITY

Neither the Employee nor any beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, mortgage, commute, or otherwise encumber in advance any of the benefits payable

~~hereunder, nor shall said benefits be subject to seizure for the payment~~  
of any debts or judgments or be transferable by operation of law in the event of bankruptcy, insolvency or otherwise. In the event the foregoing restriction is violated, all benefits shall cease and terminate.

#### ARTICLE 8 - PARTICIPATION IN OTHER PLANS

Nothing contained in this Agreement shall be construed to alter, abridge or in any manner affect the rights and privileges of the Employee to participate in any pension or profit-sharing plan which the Employer may now or hereafter provide.

#### ARTICLE 9 - BENEFITS AND BURDENS

This Agreement shall be binding upon and inure to the benefit of the Employee and his personal representative, and it shall be binding on the Employer and any successor organization which shall succeed to substantially all of the Employer's assets.

#### ARTICLE 10 - REVOCABILITY

The Employer and the Employee may agree, in writing, to amend or revoke this Agreement at any time.

#### ARTICLE 11 - NOT AN EMPLOYMENT CONTRACT

This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision herein restrict the right of the Employer to discharge the Employee, or restrict the right of the Employee to terminate his employment.

#### ARTICLE 12 - GOVERNING LAW, ETC.

This Agreement will be governed and construed in accordance with the laws of West Virginia, where it is made and be performed. It sets forth the entire agreement between the parties concerning the subject

~~HEREUNDER, THIS INSTRUMENT SHALL BE VALID AND EFFECTIVE ONLY IF SIGNED BY THE EMPLOYER AND THE EMPLOYEE.~~  
matter thereof, and any amendment or discharge will be made only in writing.

IN WITNESS WHEREOF, the Employer has caused its name to be hereunder executed by its President and its Corporate Seal affixed, duly attested by its Secretary, and the Employee has hereunto set his hand and seal the day and year first above written.

William H. Ford II (L.S.)  
(Employee)

FORD FUNERAL HOME, INC.  
(Employer)

By Joseph F. Ford III  
(President)

(CORPORATE SEAL)

ATTEST:

Raymond Jay Ford  
(Secretary)

I hereby designate Patricia E. Ford as my beneficiary under this Agreement, reserving the right to change said beneficiary at any time by appropriate notice to the Employer.

William H. Ford II  
(Employee)

4-10-92  
(Date)

THIS AGREEMENT, made and entered into this 6th day of April, 1992, by and between Ford Funeral Home, Inc., a Corporation organized and existing under the laws of the State of West Virginia, hereinafter called the Employer, and Raymond Jay Ford, hereinafter called the Employee.

It is the consensus of the Board of Directors that the Employee's service to the Employer in the past has been of exceptional merit and has constituted an invaluable contribution to the general welfare of the Employer and to bring it to its present status of operating efficiency and its present position in its field of activity; and

The ability and experience of the Employee are such that assurance of his continued services is essential to the growth and profits of the Employer and it is in the best interests of the Employer to arrange terms of continued employment for the Employee so as to reasonably assure his remaining in the Employer's employment until the age of retirement as hereinafter set forth, or until his prior death; and

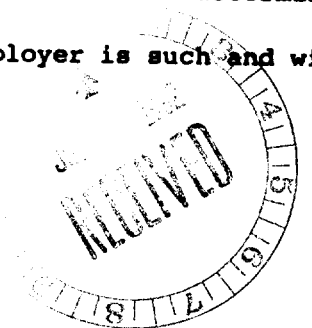
It is the desire of the Employer that the Employee's services be retained as herein provided; and

The Employee is willing to continue in the employ of the Employer provided the Employer agrees to pay to him or his beneficiaries certain benefits in accordance with the terms and conditions hereinafter set forth;

In consideration of services performed in the past and to be performed in the future as well as of the mutual promises and covenants herein contained, it is agreed as follows:

#### ARTICLE 1 - EMPLOYMENT AGREEMENT

The Employer agrees to employ the Employee as its FUNERAL DIRECTOR or in such other capacity as the Employer may from time to time determine. The Employee will continue in the employ of the Employer is such and with



such duties and responsibilities as may be assigned to him, and with such compensation as may be determined from time to time by the Board of Directors of the Employer.

The salary continuation benefits provided by the agreement are granted by the Employer as a fringe benefit to the Employee and are not part of any salary reduction plan or an arrangement deferring a bonus or a salary increase. The Employee has no option to take any current payment or bonus in lieu of these salary continuation benefits.

#### ARTICLE 2 - RETIREMENT/DEATH BENEFIT

If the Employee continues in the employment of the Employer until he attains his retirement date, which date is hereby established as April 12, 2019, the Employer shall pay to him the sum of \$240,000.00 in monthly installments of \$2,000.00 each for 120 months. The first monthly installment shall be due the first day of the month following his retirement date. If the Employee dies subsequent to his retirement date but prior to the completion of payments of the said monthly installments, the remaining installments shall be continued to such beneficiary or beneficiaries as the Employee may have designated in writing filed with the Employer. In the absence of any effective designation of beneficiary any installments remaining unpaid upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

#### ARTICLE 3 - CONSULTING SERVICE (OPTIONAL)

It is mutually agreed that during the Ten (10) year period beginning on the day following his retirement from active service the Employee shall, at the request of the Employer, be available at such times

as may be mutually agreed upon to render services to the Employer in an advisory or consulting capacity. The Employee will keep himself informed concerning the affairs of the Employer through reports which the Employer will supply, and such other means as may be agreed upon. The Employee shall not be required to travel from whatever place he may then be living or staying for the purpose of such consultation unless all expenses incurred by him shall be paid by the Employer.

During the said period the Employee shall not participate, directly or indirectly, in any business which is substantially similar to the business of the Employer, either as proprietor, partner, stockholder, officer, employee or otherwise, unless the Employer has first consented in writing thereto.

The payments provided under Article 2 are conditioned upon the Employee fulfilling the foregoing requirements and, in the event the Employee shall at any time materially breach the foregoing requirements, the Board of Directors of the Employer may, by a Resolution, at a regular or special meeting, suspend or eliminate payments during the period of such breach. What constitutes a material breach shall be within the sole discretion of the Board of Directors.

#### ARTICLE 4 - DEATH PRIOR TO RETIREMENT

In the event the Employee dies while employed by the Employer at any time after the date of this Agreement but prior to his attaining the retirement date, the Employer will pay the sum of \$240,000.00 in monthly installments of \$2,000.00 each for a period of 120 months to such beneficiary(ies) as the Employee may have designated in writing filed with the Employer. The said monthly payments shall begin the first day of the

... following the death of the Employee. In the absence of any effective designation of beneficiary any such amounts becoming due and payable upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

In the event the Employee dies within 2 years following the date of this Agreement and such is the result of suicide, the death benefit proved by this Article shall not be payable.

#### ARTICLE 5 - DISABILITY PRIOR TO RETIREMENT

In the event that during the period of active service before his retirement date the Employee shall become totally and permanently disabled with the result that he is unable to perform his duties in a manner satisfactory to the Employer, the Employer by a Resolution adopted at any regular or special meeting of its Board of Directors may terminate the active service of the Employee. For the purpose of this Article an Employee shall be deemed totally and permanently disabled only upon receipt of certification of eligibility for disability payments under the Social Security Act. Immediately upon the adoption of such a Resolution by the Board, the obligations of the Employer to pay the compensation provided in Articles 2 and 4 shall cease. In lieu of the payments provided in those Articles, the Employer shall pay each month to the Employee 50% of the amount of the monthly installments specified in Article 2, payable on the first day of the month following the Board Resolution and continuing for a period of 120 months.

#### ARTICLE 6 - CONDITIONS GOVERNING RECEIPT OF BENEFITS

In the event that the employment of the Employee shall terminate prior to the Employee's retirement date, other than by his death, the



hereunder, nor shall said benefits be subject to seizure for the payment of any debts or judgments or be transferable by operation of law in the event of bankruptcy, insolvency or otherwise. In the event the foregoing restriction is violated, all benefits shall cease and terminate.

#### ARTICLE 8 - PARTICIPATION IN OTHER PLANS

Nothing contained in this Agreement shall be construed to alter, abridge or in any manner affect the rights and privileges of the Employee to participate in any pension or profit-sharing plan which the Employer may now or hereafter provide.

#### ARTICLE 9 - BENEFITS AND BURDENS

This Agreement shall be binding upon and inure to the benefit of the Employee and his personal representative, and it shall be binding on the Employer and any successor organization which shall succeed to substantially all of the Employer's assets.

#### ARTICLE 10 - REVOCABILITY

The Employer and the Employee may agree, in writing, to amend or revoke this Agreement at any time.

#### ARTICLE 11 - NOT AN EMPLOYMENT CONTRACT

This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision herein restrict the right of the Employer to discharge the Employee, or restrict the right of the Employee to terminate his employment.

#### ARTICLE 12 - GOVERNING LAW, ETC.

This Agreement will be governed and construed in accordance with the laws of West Virginia, where it is made and be performed. It sets forth the entire agreement between the parties concerning the subject

matter thereof, and any amendment or discharge will be made only in writing.

IN WITNESS WHEREOF, the Employer has caused its name to be hereunder executed by its President and its Corporate Seal affixed, duly attested by its Secretary, and the Employee has hereunto set his hand and seal the day and year first above written.

(L.S.)

Raymond Jay Ford  
(Employee)

Ford Funeral Home  
(Employer)

By Joseph F. Ford III  
(President)

(CORPORATE SEAL)

ATTEST:

Raymond Jay Ford  
(Secretary)

I hereby designate Dorina R. Ford as my beneficiary under this Agreement, reserving the right to change said beneficiary at any time by appropriate notice to the Employer.

Raymond Jay Ford  
(Employee)

4-10-92  
(Date)

THIS AGREEMENT, made and entered into this 6th day of April, 1992, by and between Ford Funeral Home, Inc., a Corporation organized and existing under the laws of the State of West Virginia, hereinafter called the Employer, and Bradley Aude Ford, hereinafter called the Employee.

It is the consensus of the Board of Directors that the Employee's service to the Employer in the past has been of exceptional merit and has constituted an invaluable contribution to the general welfare of the Employer and to bring it to its present status of operating efficiency and its present position in its field of activity; and

The ability and experience of the Employee are such that assurance of his continued services is essential to the growth and profits of the Employer and it is in the best interests of the Employer to arrange terms of continued employment for the Employee so as to reasonably assure his remaining in the Employer's employment until the age of retirement as hereinafter set forth, or until his prior death; and

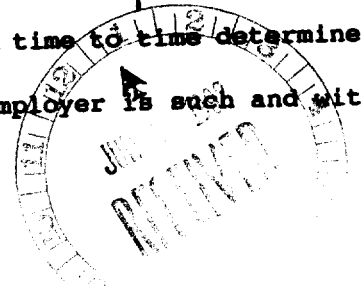
It is the desire of the Employer that the Employee's services be retained as herein provided; and

The Employee is willing to continue in the employ of the Employer provided the Employer agrees to pay to him or his beneficiaries certain benefits in accordance with the terms and conditions hereinafter set forth;

In consideration of services performed in the past and to be performed in the future as well as of the mutual promises and covenants herein contained, it is agreed as follows:

#### ARTICLE 1 - EMPLOYMENT AGREEMENT

The Employer agrees to employ the Employee as its Funeral Director or in such other capacity as the Employer may from time to time determine. The Employee will continue in the employ of the Employer is such and with



• such duties and responsibilities as may be assigned to him, and with such compensation as may be determined from time to time by the Board of Directors of the Employer.

The salary continuation benefits provided by the agreement are granted by the Employer as a fringe benefit to the Employee and are not part of any salary reduction plan or an arrangement deferring a bonus or a salary increase. The Employee has no option to take any current payment or bonus in lieu of these salary continuation benefits.

#### ARTICLE 2 - RETIREMENT/DEATH BENEFIT

If the Employee continues in the employment of the Employer until he attains his retirement date, which date is hereby established as March 26, 2023, the Employer shall pay to him the sum of \$240,000.00 in monthly installments of \$2,000.00 each for 120 months. The first monthly installment shall be due the first day of the month following his retirement date. If the Employee dies subsequent to his retirement date but prior to the completion of payments of the said monthly installments, the remaining installments shall be continued to such beneficiary or beneficiaries as the Employee may have designated in writing filed with the Employer. In the absence of any effective designation of beneficiary any installments remaining unpaid upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

#### ARTICLE 3 - CONSULTING SERVICE

It is mutually agreed that during the Ten (10) year period beginning on the day following his retirement from active service the Employee shall, at the request of the Employer, be available at such times

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advisory or consulting capacity. The Employee will keep himself informed concerning the affairs of the Employer through reports which the Employer will supply, and such other means as may be agreed upon. The Employee shall not be required to travel from whatever place he may then be living or staying for the purpose of such consultation unless all expenses incurred by him shall be paid by the Employer.

During the said period the Employee shall not participate, directly or indirectly, in any business which is substantially similar to the business of the Employer, either as proprietor, partner, stockholder, officer, employee or otherwise, unless the Employer has first consented in writing thereto.

The payments provided under Article 2 are conditioned upon the Employee fulfilling the foregoing requirements and, in the event the Employee shall at any time materially breach the foregoing requirements, the Board of Directors of the Employer may, by a Resolution, at a regular or special meeting, suspend or eliminate payments during the period of such breach. What constitutes a material breach shall be within the sole discretion of the Board of Directors.

#### ARTICLE 4 - DEATH PRIOR TO RETIREMENT

In the event the Employee dies while employed by the Employer at any time after the date of this Agreement but prior to his attaining the retirement date, the Employer will pay the sum of \$240,000.00 in monthly installments of \$2,000.00 each for a period of 120 months to such beneficiary(ies) as the Employee may have designated in writing filed with the Employer. The said monthly payments shall begin the first day of the

~~shall vesting the death of the Employee. In the absence of any effective~~

designation of beneficiary any such amounts becoming due and payable upon the death of the Employee shall be payable in one lump sum discounted at 6% per year to his duly qualified executor or administrator for his estate.

In the event the Employee dies within 2 years following the date of this Agreement and such is the result of suicide, the death benefit provided by this Article shall not be payable.

#### ARTICLE 5 - DISABILITY PRIOR TO RETIREMENT

In the event that during the period of active service before his retirement date the Employee shall become totally and permanently disabled with the result that he is unable to perform his duties in a manner satisfactory to the Employer, the Employer by a Resolution adopted at any regular or special meeting of its Board of Directors may terminate the active service of the Employee. For the purpose of this Article an Employee shall be deemed totally and permanently disabled only upon receipt of certification of eligibility for disability payments under the Social Security Act. Immediately upon the adoption of such a Resolution by the Board, the obligations of the Employer to pay the compensation provided in Articles 2 and 4 shall cease. In lieu of the payments provided in those Articles, the Employer shall pay each month to the Employee 50% of the amount of the monthly installments specified in Article 2, payable on the first day of the month following the Board Resolution and continuing for a period of 120 months.

#### ARTICLE 6 - CONDITIONS GOVERNING RECEIPT OF BENEFITS

In the event that the employment of the Employee shall terminate prior to the Employee's retirement date, other than by his death, the

the amounts set forth in the following schedule, predicated on the year in which severance occurs. These amounts shall be paid to the Employee in monthly installments commencing with the first day of the month following the date on which such severance occurs.

#### SCHEDULE OF PAYMENTS

<u>Year</u>	<u>Monthly Installments</u>	<u>Number of Months</u>	<u>Total</u>
(a) 2018	50%	60	\$120,000
(b) 2019	60%	72	144,000
(c) 2020	70%	84	168,000
(d) 2021	80%	96	192,000
(e) 2022	90%	108	216,000

In the event that Employee should terminate employment after ten years of service from the date of this agreement, Employee shall receive Schedule of Payments (a) above without regard to the year 2018.

All payments herein are expressly conditioned upon Employee's compliance with Article 3 hereof.

In the event the Employee's death should occur after such severance but prior to the completion of the monthly payments provided for in this Article, the remaining installments shall be paid to such individual or individuals the Employee may have designated in writing filed with the Employer. Any such remaining installments shall be payable in one lump sum discounted at 6% per year to the duly qualified executor or administrator for his estate.

#### ARTICLE 7 - NONALIENABILITY

Neither the Employee nor any beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, mortgage, commute, or otherwise encumber in advance any of the benefits payable

of any benefit or advantage to be transferred by operation of law in the event of bankruptcy, insolvency or otherwise. In the event the foregoing restriction is violated, all benefits shall cease and terminate.

#### ARTICLE 8 - PARTICIPATION IN OTHER PLANS

Nothing contained in this Agreement shall be construed to alter, abridge or in any manner affect the rights and privileges of the Employee to participate in any pension or profit-sharing plan which the Employer may now or hereafter provide.

#### ARTICLE 9 - BENEFITS AND BURDENS

This Agreement shall be binding upon and inure to the benefit of the Employee and his personal representative, and it shall be binding on the Employer and any successor organization which shall succeed to substantially all of the Employer's assets.

#### ARTICLE 10 - REVOCABILITY

The Employer and the Employee may agree, in writing, to amend or revoke this Agreement at any time.

#### ARTICLE 11 - NOT AN EMPLOYMENT CONTRACT

This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision herein restrict the right of the Employer to discharge the Employee, or restrict the right of the Employee to terminate his employment.

#### ARTICLE 12 - GOVERNING LAW, ETC.

This Agreement will be governed and construed in accordance with the laws of West Virginia, where it is made and be performed. It sets forth the entire agreement between the parties concerning the subject

IN WITNESS WHEREOF, the Employer has caused its name to be hereunder executed by its President and its Corporate Seal affixed, duly attested by its Secretary, and the Employee has hereunto set his hand and seal the day and year first above written.

(L.S.)

Bradley A. Ford  
(Employee)

Ford Funeral Home Inc  
(Employer)

By Joseph F. Ford III  
(President)

(CORPORATE SEAL)

ATTEST:

Raymond J. Ford  
(Secretary)

I hereby designate Carol A. Ford as my beneficiary under this Agreement, reserving the right to change said beneficiary any time by appropriate notice to the Employer.

Bradley A. Ford  
(Employee)

(Date) April 10, 1992