



NCCI Holdings, Inc.

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March 11, 2008

Certified Mail Return Receipt Requested

Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

Re: "Top Hat" Alternative Filing under 29 C.F.R. § 2520.104-23

Dear Sir or Madam:

In compliance with the requirements of the alternative method of reporting and disclosure under Part 1 of Title I of the Employee Retirement Income Security Act of 1974 for unfunded pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29 C.F.R. § 2520.104-23, the following information is provided by the undersigned employer.

Name and Address of Employer:

NCCI Holdings, Inc.
901 Peninsula Corporate Circle
Boca Raton, FL 33487

Employer Identification Number: **52-2225042**

NCCI Holdings, Inc. maintains plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. This filing supplements a prior filing, adding one new plan covering seven employees, adopted effective January 1, 2008. The total number of such plans and the number of employees covered are as follows:

Number of Plans: 4

Participants in Each Plan: Plan No.1: 15; Plan No.2: 14; Plan No.3: 1; Plan No.4: 7

Dated March 11, 2008.

NCCI Holdings, Inc.

By: Bradley Kitchens
Chief Human Resources Officer,
Plan Administrator

**NCCI HOLDINGS, INC.
EXECUTIVE SAVINGS PLAN**

(effective January 1, 2008)

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NCCI HOLDINGS, INC.
EXECUTIVE SAVINGS PLAN
(effective January 1, 2008)

NCCI Holdings, Inc. (the "Company") establishes this "NCCI Holdings, Inc. Executive Savings Plan" (the "Plan"), effective January 1, 2008, for the benefit of certain of its senior staff.

The Plan is a nonqualified deferred compensation plan for the benefit of certain employees of the Company. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

The Plan is not intended to be qualified under Section 401(a) of the Code. The Plan is subject to, and intended to comply with, Section 409A.

The obligation of the Company to make payments under the Plan constitutes an unsecured (but legally enforceable) promise of the Company to make such payments and no person, including any Participant or Beneficiary under the Plan, has any lien, prior claim or other security interest in any property of the Company as a result of the Plan. Any amounts set aside for benefits payable under the Plan are the property of the Company, except, and to the extent, provided in the Trust.

ARTICLE 1. DEFINITIONS, GENDER, AND NUMBER

Section 1.1. Definitions. Whenever used in the Plan, the following words and phrases have the meanings set forth below unless the context plainly requires a different meaning, and when a defined meaning is intended, the term is capitalized.

1.1.1. "Account" means the bookkeeping account established by the Company on its books and records to record and determine the benefits payable to a Participant or Beneficiary under the Plan. The Plan Administrator may establish any number of sub-accounts on behalf of a Participant or Beneficiary as the Plan Administrator considers necessary or advisable for purposes of maintaining a proper accounting of amounts to be credited under the Plan on behalf of a Participant or Beneficiary.

1.1.2. "Annual Incentive Compensation," of a Participant for any period, means the total remuneration the Participant is paid during the period for services he or she performs for the Company under the annual incentive compensation plans maintained by the Company, which is specifically designated by the Company as "Annual Incentive Compensation," but excluding any other remuneration, such as Base Compensation, overtime, severance pay, net commissions, distributions of compensation previously deferred, allowances for expenses (including moving, travel expenses, and automobile allowances), and fringe benefits whether payable in cash or in a form other than cash. In the

case of an individual who is a participant in the Executive Deferred Compensation Plan or a plan sponsored by the Company that is described in Section 401(k), 125 or 132(f) of the Code, the term Annual Incentive Compensation includes any amount that would be included in the definition of Annual Incentive Compensation but for the individual's election to reduce his or her compensation and have the amount of the reduction contributed to or used to purchase benefits under that plan.

1.1.3. "Base Compensation," of a Participant for any period, means the total base salary paid by the Company to the Participant for such period, but excluding any other remuneration paid by the Company, such as overtime, severance pay, incentive compensation, distributions of compensation previously deferred, allowances for expenses (including moving, travel expenses, and automobile allowances), and fringe benefits whether payable in cash or in a form other than cash. In the case of an individual who is a participant in the Executive Deferred Compensation Plan or a plan sponsored by the Company that is described in Section 401(k), 125 or 132(f) of the Code, the term Base Compensation includes any amount that would be included in the definition of Base Compensation but for the individual's election to reduce his or her compensation and have the amount of the reduction contributed to or used to purchase benefits under such plan.

1.1.4. "Beneficiary" or "Beneficiaries" means the persons or trusts designated by a Participant in writing under Section 4.3.1(b) of the Plan as being entitled to receive any benefit payable under the Plan by reason of the death of a Participant, or, in the absence of such designation, the persons specified in Section 4.3.1(c) of the Plan.

1.1.5. "Board" means the Board of Directors of the Company as constituted at the relevant time.

1.1.6. "Code" means the Internal Revenue Code of 1986, as amended from time to time and any successor statute. References to a Code section are considered to be to that section or to any successor to that section.

1.1.7. "Committee" means the Compensation Committee of the Company's Board as constituted at the relevant time.

1.1.8. "Company" means NCCI Holdings, Inc., and any successor to NCCI Holdings, Inc.

1.1.9. "Domestic Relations Order" has the meaning set forth in Section 414(p)(1)(B) of the Code.

1.1.10. "Eligible Employee" means an employee of the Company who is a member of the Company's Senior Staff and who is neither a Grandfathered Participant nor a Grandfathered SERP Participant.

1.1.11. "Executive Deferred Compensation Plan" means the NCCI Holdings, Inc. Executive Deferred Compensation Plan, as restated effective January 1, 2008, or any successor to that plan.

1.1.12. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute. References to an ERISA section are considered to be to that section or to any successor to that section.

1.1.13. "Grandfathered Participant" has the same meaning as in the Retirement Plan.

1.1.14. "Grandfathered SERP Participant" means an employee of the Company who was a Participant in the SERP on January 1, 1999, and who is not a Grandfathered Participant under the Retirement Plan.

1.1.15. "Participant" means an Eligible Employee who has satisfied the requirements of Article 2 and begun participating in the Plan.

1.1.16. "Plan" means the "NCCI Holdings, Inc. Executive Savings Plan," as described in this document, and as may be amended or restated from time to time.

1.1.17. "Plan Administrator" means the Company's Chief Human Resources Officer.

1.1.18. "Plan Year" means January 1 through December 31.

1.1.19. "Retirement Plan" means the NCCI Holdings, Inc. Employees' Retirement Plan, as restated effective January 1, 2008, or any successor plan.

1.1.20. "Savings Plan" means the NCCI Holdings, Inc. 401(k) Savings Plan, as restated or amended from time to time, or any successor plan.

1.1.21. "Section 409A" means Section 409A of the Code.

1.1.22. "Separation from Service" or "Separate from Service," with respect to a Participant, means the Participant's separation from service with the Company and its affiliates, within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations under this Code section. Solely for this purpose, a Participant will be considered to have a Separation from Service when the Participant dies, retires, or otherwise has a termination of employment with the Company and its affiliates. Special rules apply in determining if and when a Participant who goes out on a leave of absence has a Separation from Service.

Whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the Company and the Participant reasonably anticipate that no further services will be performed after a

certain date or that the level of bona fide services the Participant will perform after that date (whether as an employee or independent contractor) will permanently decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for less than 36 months).

If the Company enters into an asset sale transaction, the Company has discretion to determine whether a Participant has experienced a Separation from Service in connection with that transaction, provided the determination is consistent with Section 409A.

1.1.23. “SERP” means the “NCCI Holdings, Inc. Supplemental Executive Retirement Plan,” as restated effective January 1, 2008, or any successor plan.

1.1.24. “Trust” means the “Trust Under the NCCI Holdings, Inc. Executive Savings Plan” or any successor trust.

Section 1.2. Gender and Number. Except as otherwise indicated by context, masculine terminology when used in the Plan also includes the feminine and neuter, and terms used in the singular may also include the plural.

ARTICLE 2. PARTICIPATION

Section 2.1. Who May Participate. Participation in the Plan is limited to Eligible Employees.

Section 2.2. Time and Conditions of Participation. An Eligible Employee becomes a Participant only upon his or her compliance with such terms and conditions as the Plan Administrator may establish from time to time for the implementation and operation of the Plan, including but not limited to, any condition the Plan Administrator considers necessary or appropriate for the Company to meet its obligations under the Plan.

Section 2.3. Termination of Participation. Once an individual has become a Participant in the Plan, participation continues until the first to occur of: (a) payment in full of all benefits to which the Participant or his or her Beneficiary is entitled under the Plan; or (b) the occurrence of the event specified in Section 2.4 that results in loss of benefits. However, if a Participant ceases to be an Eligible Employee at any time, the Participant will cease to be eligible to receive Company contributions as specified in Section 3.1 as of the date on which he or she ceases to be an Eligible Employee.

Section 2.4. Missing Persons. Each Participant and Beneficiary entitled to receive benefits under the Plan is required to keep the Company informed of his or her current address until all Plan benefits that are due to be paid to the Participant or Beneficiary have been paid to him or her. If after having made reasonable efforts to do so, the Company is unable to locate the Participant or Beneficiary for purposes of making a distribution, the amount of the Participant’s benefits under the Plan that would otherwise be considered as nonforfeitable will be forfeited. If the missing Participant or Beneficiary is located after the date of the forfeiture,

the benefits for the Participant or Beneficiary will not be reinstated. In no event will a Participant's or Beneficiary's benefits be paid to him or her later than the date otherwise required by the Plan.

Section 2.5. Relationship to Other Plans. Participation in the Plan does not preclude participation of the Participant in any other fringe benefit program or plan sponsored by the Company for which the Participant would otherwise be eligible.

ARTICLE 3. ESTABLISHMENT AND ENTRIES TO ACCOUNTS

Section 3.1. Establishment of Accounts. The Company will establish an Account for each Participant to which it will credit the contributions described in Section 3.2 and the gains and losses described in Section 3.3.

Section 3.2. Company Contributions. Each calendar quarter the Company will make a contribution to a Participant's Account equal to a percentage of the sum of the Participant's Base Compensation and Annual Incentive Compensation for the calendar quarter. Until and unless changed by the Committee, the percentage is ten percent. The contribution will be credited to the Participant's Account as soon as administratively reasonable after the end of the calendar quarter.

Section 3.3. Crediting Rate. The Treasurer of the Company designates how a Participant's Account is to be credited with gains and losses, as described on Exhibit A to the Plan. The Treasurer may change how amounts are to be credited with gains and losses from time to time as he or she thinks appropriate. The Treasurer may designate specific investment funds to serve as an index for crediting gains and losses to a Participant's Account and allow a Participant to designate which of those funds will be used to measure gains and losses on the Participant's Account. In this case, the Participant's Account will be credited with gains and losses as if invested in the fund or funds designated by the Participant, subject to rules established by the Treasurer. The Treasurer may at any time that he or she thinks appropriate eliminate any investment fund or funds previously designated by him or her, substitute a new investment fund or funds, or add investment fund or funds. If the Treasurer makes investment funds available in this manner, the Company does not have any obligation to actually invest any amounts in the funds and a Participant does not have any ownership interest whatsoever in the funds.

Section 3.4. Vesting of Accounts. A Participant's Account vests on a cliff basis after the Participant is credited with five Years of Service (as defined in the Savings Plan). If a Participant has a Separation from Service for any reason, including death, before he or she is credited with five Years of Service, he or she will immediately forfeit his or her entire Account.

ARTICLE 4. DISTRIBUTION OF BENEFITS

Section 4.1. Benefit Commencement. Distribution of a Participant's Account will begin within 2 ½ months following the Participant's Separation from Service.

Section 4.2. Form of Benefit Payment. Distribution of a Participant's Account will be made in the form of a lump sum, provided that if a Participant has entered into a payment election for his or her Account before January 1, 2008 (according to rules

established by the Company), distribution will be made in the form of either a lump sum or three equal annual installments, as elected by the Participant in that payment election.

Section 4.3. Exceptions to Payment Terms. Notwithstanding anything in this Article 4 to the contrary, the following terms, if applicable, will apply to the payment of a Participant's Account under the Plan.

4.3.1. Death

(a) Death Before Payment of All Amounts in Account. In the event a Participant dies before the entire balance of his or her vested Account has been paid, the balance of the vested Account will be paid to the Participant's Beneficiary in the form of a lump sum within 2 ½ months following the Participant's death.

(b) Designation by Participant. At the time a Participant begins participation in the Plan, he or she may designate primary and contingent Beneficiaries for death benefits payable under the Plan. Such Beneficiaries may be individuals or trusts for the benefit of individuals. A Beneficiary designation by a Participant must be in writing on a form acceptable to the Plan Administrator and will only be effective upon delivery to the Company. A Beneficiary designation may be revoked by a Participant at any time by delivering to the Company either written notice of revocation or a new Beneficiary designation form. The Beneficiary designation form last delivered to the Company before the death of a Participant will control.

(c) Failure to Designate Beneficiary. In the event there is no Beneficiary designation on file with the Company, or all Beneficiaries designated by a Participant have died before the Participant, the Beneficiary will be the beneficiary designated by the Participant under the Company's group life insurance program. If a Beneficiary has not been designated under the Company's group life insurance program, the Beneficiary will be the Participant's spouse, and if there is no spouse, the Beneficiary will be the Participant's estate.

4.3.2. Delay in Distributions. A payment under the Plan may be delayed by the Company under either of the following circumstances so long as all payments to similarly situated Participants are treated on a reasonably consistent basis:

(a) The Company reasonably anticipates that the making of the payment will violate Federal securities laws or other applicable law, provided that the payment is made at the earliest date at which the Company reasonably anticipates that the making of the payment will not cause such violation.

(b) Upon such other events as determined by the Company and according to such terms as are consistent with Section 409A or are

prescribed by the Commission of Internal Revenue.

4.3.3. Acceleration of Distributions. The Company may, in its discretion, distribute all or a portion of a Participant's Account at an earlier time and in a different form than specified above in this Article 4 under the circumstances described below:

- (a) As may be necessary to fulfill a Domestic Relations Order.
- (b) To the extent reasonably necessary to avoid the violation of ethics laws or conflict of interest laws under Section 1.409A-3(j)(ii) of the Treasury regulations.
- (c) To pay FICA on amounts contributed under the Plan and the income tax resulting from such payment.
- (d) To pay the amount required to be included in income as a result of the Plan's failure to comply with Section 409A.
- (e) As satisfaction of a debt of the Participant to the Company, where such debt is incurred in the ordinary course of the service relationship between the Company and the Participant, the entire amount of the reduction in any Plan Year does not exceed \$5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.
- (f) If the Plan is terminated and liquidated under Section 7.2.

Notwithstanding anything in this Section 4.3.3 to the contrary, the Company may not provide the Participant with discretion regarding whether a payment is accelerated under this Section 4.3.3.

ARTICLE 5. FUNDING

Section 5.1. Source of Benefits. All benefits under the Plan will be paid when due by the Company out of its assets or from the Trust. Any amounts set aside by the Company for payment of benefits under the Plan are the property of the Company, except, and to the extent, provided in the Trust.

Section 5.2. No Claim on Specific Assets. No Participant will be considered to have, by virtue of being a Participant in the Plan, any claim on any specific assets of the Company such that the Participant would be subject to income taxation on his or her benefits under the Plan before distribution and the rights of Participants and Beneficiaries to benefits to which they are otherwise entitled under the Plan are those of an unsecured general creditor of the Company.

ARTICLE 6. ADMINISTRATION AND FINANCES

Section 6.1. Administration. The Plan will be administered by the Plan Administrator. The Company will bear all administrative costs of the Plan other than those specifically charged to a Participant or Beneficiary.

Section 6.2. Powers of Plan Administrator. In addition to the other powers granted under the Plan, the Plan Administrator has all powers necessary to administer the Plan, including, without limitation, powers:

- (a) to interpret the provisions of the Plan;
- (b) to establish and revise the method of accounting for the Plan and to maintain the Accounts; and
- (c) to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

Section 6.3. Actions of Plan Administrator. Except as modified by the Committee, the Plan Administrator (including any person or entity to whom the Plan Administrator has delegated duties, responsibilities or authority, to the extent of such delegation) has total and complete discretionary authority to determine conclusively for all parties all questions arising in the administration of the Plan, to interpret and construe the terms of the Plan, and to determine all questions of eligibility and status of employees, Participants and Beneficiaries under the Plan and their respective interests. Subject to the claims procedures of Section 6.7, all determinations, interpretations, rules and decisions of the Plan Administrator (including those made or established by any person or entity to whom the Plan Administrator has delegated duties, responsibilities or authority, if made or established under such delegation) are conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

Section 6.4. Delegation. The Plan Administrator, or any officer or other employee of the Company designated by the Plan Administrator, has the power to delegate specific duties and responsibilities to officers or other employees of the Company or other individuals or entities. Any delegation may be rescinded by the Plan Administrator at any time. Each person or entity to whom a duty or responsibility has been delegated is responsible for the exercise of such duty or responsibility and will not be responsible for any act or failure to act of any other person or entity.

Section 6.5. Reports and Records. The Plan Administrator, and those to whom the Plan Administrator has delegated duties under the Plan, are required to keep records of all their proceedings and actions and maintain books of account, records, and other data as necessary for the proper administration of the Plan and for compliance with applicable law.

Section 6.6. Valuation of Accounts. As of each valuation date the Treasurer or his or her designee will adjust the Account balance of each Participant for contributions, forfeitures, distributions, and investment gains and losses. A "valuation date" is the last day of each

calendar quarter and such other dates as the Treasurer may designate from time to time in his or her discretion.

Section 6.7. Claims Procedure. A Participant is not required to file a claim in order to receive benefits under the Plan. However, if the Participant wishes to contest the amount of his or her Plan benefit or otherwise wishes to contest the application of the Plan's terms to him or her, the Participant must bring a claim under the Plan according to the procedures set forth below. **Such claim must be brought within one year following the date on which the Participant is (or would be) first entitled to receive the contested benefit. Any claim brought after that date will not be considered by the Plan.** The Plan Administrator will notify a Participant in writing within 90 days of the Participant's written application for benefits of the Participant's eligibility or non-eligibility for benefits under the Plan. If the Plan Administrator determines that a Participant is not eligible for benefits or full benefits, the notice will set forth: (a) the specific reasons for such denial; (b) a specific reference to the provision of the Plan on which the denial is based; (c) a description of any additional information or material necessary for the Participant to perfect his or her claim, and a description of why it is needed; and (d) an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the Participant wishes to have his or her claim reviewed. If the Plan Administrator determines that there are special circumstances requiring additional time to make a decision, the Plan Administrator will notify the Participant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90-day period. If a Participant is determined by the Plan Administrator to be not eligible for benefits, or if the Participant believes that he or she is entitled to greater or different benefits, the Participant will have the opportunity to have his or her claim reviewed by the Plan Administrator by filing a petition for review with the Plan Administrator within 60 days after receipt by the Participant of the notice issued by the Plan Administrator. If a Participant does not appeal on time, the Participant will lose the right to appeal the denial and the right to file suit under ERISA, and the Participant will have failed to exhaust the Plan's internal administrative appeal process, which is generally a prerequisite to bringing suit. The petition must state the specific reasons the Participant believes he or she is entitled to benefits or greater or different benefits. Within 60 days after receipt by the Plan Administrator of the petition, the Plan Administrator will afford the Participant (and his or her counsel, if any) an opportunity to present the Participant's position to the Plan Administrator orally or in writing, and the Participant (or his or her counsel) will have the right to review the pertinent documents, and the Plan Administrator will notify the Participant of its decision in writing within the 60-day period, stating specifically the basis of the decision written in a manner calculated to be understood by the Participant and the specific provisions of the Plan on which the decision is based. If, because of the need for a hearing, the 60-day period is not sufficient, the decision may be deferred for up to another 60-day period at the election of the Plan Administrator, but notice of this deferral will be given to the Participant. **In the event an appeal of a denial of a claim for benefits is denied, any lawsuit to challenge the denial of the claim must be brought within one year of the date the Plan Administrator has rendered a final decision on the appeal.**

In the case of a Participant's death, the same claims procedures will apply to the Participant's Beneficiary.

ARTICLE 7. AMENDMENTS AND TERMINATION

Section 7.1. Amendments. The Company, by action of the Committee, may amend the Plan, in whole or in part, at any time and from time to time. The Plan Administrator may amend the Plan, without approval or authorization of the Board or the Committee, provided that any such amendment: (a) does not materially increase the cost of the Plan to the Company; or (b) is required in order to comply with the law, in which case the Plan Administrator will amend the Plan in such manner as the Plan Administrator considers necessary or desirable to comply with the law. The Board or the Committee will from time to time specify, by resolution, the criteria to be used by the Plan Administrator in determining whether an amendment materially increases the cost of the Plan to the Company. No amendment may be effective to eliminate or reduce any Account balance (other than as may result from a change in Plan investments pursuant to Section 3.3), determined as of the date of such amendment, of any Participant or of any Beneficiary then eligible for benefits without the Participant's or Beneficiary's consent. Any Plan amendment will be filed with the Plan documents.

Section 7.2. Termination. The Company reserves the right to terminate the Plan at any time by action of the Board. Upon termination of the Plan, all contributions will cease and no future contributions will be made and each Participant's Account will become fully vested. Termination of the Plan will not operate to eliminate or reduce any Account balance, determined as of the date of the termination, of any Participant or of any Beneficiary then eligible for benefits, without the Participant's or Beneficiary's consent.

If the Plan is terminated, payments from the Accounts of all Participants and Beneficiaries will be made at the time and in the manner specified in Article 4, except as otherwise determined by the Company at the time of termination.

ARTICLE 8. MISCELLANEOUS

Section 8.1. No Guarantee of Employment. The adoption and maintenance of the Plan is not considered to be a contract of employment between the Company and a Participant. Nothing contained in the Plan gives any Participant the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Participant at any time, nor shall it give the Company the right to require any Participant to remain in its employ or to interfere with the Participant's right to terminate his or her employment at any time.

Section 8.2. Release. Any payment of benefits to or for the benefit of a Participant or Beneficiary that is made in good faith by the Company in accordance with the Company's interpretation of its obligations under the Plan is in full satisfaction of all claims against the Company for benefits under the Plan to the extent of such payment.

Section 8.3. Notices. Any notice permitted or required under the Plan must be in writing and must be hand-delivered or sent, postage prepaid, by first class mail, or by certified or registered mail with return receipt requested, to both the office of the Plan Administrator and the office of the General Counsel of the Company, if to the Company, or to the address last shown on the records of the Company, if to a Participant or Beneficiary. Any such notice will be effective as of the date of hand-delivery or mailing.

Section 8.4. No Alienation. No benefit payable at any time under the Plan is subject in any manner to alienation, sale, transfer, assignment, pledge, levy, attachment, or encumbrance of any kind by any Participant or Beneficiary except with respect to a Domestic Relations Order.

Section 8.5. Withholding. The Company may withhold from any payment of benefits or other compensation payable to a Participant or Beneficiary, or the Company may direct the trustee of the Trust to withhold from any payment of benefits to a Participant or Beneficiary, such amounts as the Company determines are reasonably necessary to pay any taxes or other amounts required to be withheld under applicable law.

Section 8.6. Captions. Article and section headings and captions are provided for purposes of reference and convenience only and may not be relied upon in any way to construe, define, modify, limit, or extend the scope of any provision of the Plan.

Section 8.7. Binding Agreement. The Plan is binding on the parties to the Plan, their heirs, executors, administrators, and successors in interest.

Section 8.8. Invalidity of Certain Provisions. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of the Plan and the Plan will be interpreted and enforced as if the provision had not been included. The Plan is intended to comply in form and operation with Section 409A and will be interpreted accordingly.

Section 8.9. No Other Agreements. The terms and conditions set forth in the Plan together with Exhibit A constitute the entire understanding of the Company and the Participants with respect to the matters addressed in the Plan.

Section 8.10. Incapacity. In the event that any Participant is unable to care for his or her affairs because of illness or accident, any payment due may be paid to the Participant's spouse, parent, brother, sister or other person considered by the Plan Administrator to have incurred expenses for the care of the Participant unless a duly qualified guardian or other legal representative has been appointed.

Section 8.11. Counterparts. The Plan may be executed in any number of counterparts, each of which when duly executed by the Company will be considered to be an original, but all of which together constitute but one instrument which may be evidenced by any counterpart.

Section 8.12. Applicable Law. The Plan and all rights under the Plan will be governed by and interpreted according to the laws of the State of Florida, except to the extent such laws are preempted by the laws of the United States of America.

Section 8.13. Electronic Media. Notwithstanding anything in the Plan to the contrary, but subject to the requirements of ERISA, the Code, or other applicable law, any action or communication otherwise required to be taken or made in writing by a Participant or Beneficiary or by the Company, Committee, or Plan Administrator will be effective if accomplished by another method or methods required or made available by the Company,

Committee, or Plan Administrator, or their agent, with respect to that action or communication, including e-mail, telephone response systems, intranet systems, or the Internet.

Section 8.14. USERRA Compliance. The payment election requirements set forth in the Plan are considered met to the extent the election is provided to satisfy the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 8.15. Participating Affiliates. Any affiliate of the Company may adopt the Plan with the permission of the Company and according to such rules as may be established from time to time by the Company in its discretion and thereby become a "participating affiliate" in the Plan. For this purpose, the term "affiliate" means any entity with which the Company would be considered a single employer under Section 414(b) of the Code (employees of controlled group of corporations) and Section 414(c) of the Code (employees of partnerships, proprietorships, etc., under common control).

Dated: March 10, 2008

NCCI HOLDINGS, INC.

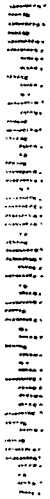
By Bradley Kitchens
Its Chief Human Resources Officer

EXHIBIT A

Method of Crediting Gains and Losses to Accounts

A Participant's Account will be credited with gains and losses as if invested in one or more of the investments funds selected by the Company and communicated to the Participant from time to time, which may be electronically pursuant to Section 8.13, in the proportions designated by the Participant.

Mic
R.



NCCI Holdings, Inc.

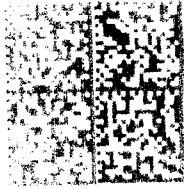
ninsula Corporate Circle • Boca Raton, FL 33487-1399

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Hasler

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03/10/2008
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U.S. Dept. of Labor
Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-1513
200 Constitution Ave, N.W.
Washington, DC 20210