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J.C. NEWMAN CIGAR CO.™

Fulfilling the Promise Since 1895™

LA UNICA

RIGOLETTO

December 31, 2008

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

Re: Non-Qualified Deferred Compensation Plan

Dear Sir or Madam:

Please find two (2) Retirement Agreements for non-qualified deferred compensation that are maintained by J.C. Newman Cigar Co.

If you have any questions, please contact Shira Martin, Chief Financial Officer at 813-248-2124.

Thank you,

Shira Martin
Chief Financial Officer

2701 Sixteenth Street • Tampa, Florida 33605 • Mailing: P.O. Box 2030 • Tampa, Florida 33601
(813) 248-2124 • (800) 477-1884 • Fax (813) 247-2135 • e-mail: emn@cigarfamily.com

J.C. NEWMAN CIGAR CO.™

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RIGOLETTO

December 31, 2008

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

Re: Non-Qualified Deferred Compensation Plan

Dear Sir or Madam:

The purpose of this correspondence is to satisfy the "alternative method of compliance for pension plans for certain selected employees" set forth in 29 CFR 2520.104-23.

Please be advised that the Employer J.C. Newman Cigar Co. maintains a non-qualified deferred compensation plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

Name and address of the employer:
J.C. Newman Cigar Co.
2701 N 16th Street
Tampa, FL 33605

The employer's tax identification number 59-0884171

Employer maintains two (2) non-qualified deferred compensation plans.

This Plan covers one (1) employee.

If you wish additional information regarding the plan, please contact: Shira Martin, Chief Financial Officer at 813-248-2124.

Sincerely,

Eric Newman
President

J.C. NEWMAN CIGAR CO.™
Fulfilling the Promise Since 1895™

LA UNICA
RIGOLETTO

FOURTH AMENDMENT AND RESTATEMENT OF AGREEMENT

THIS AGREEMENT, is made and entered into by J.C. Newman Cigar Co., a Florida corporation, ("Company") and Elaine Newman this 31st day of December 2008.

W I T N E S S E T H:

Whereas, the Company and Stanford Newman entered into a certain Agreement dated April 18, 1983;

Whereas, the Company and Stanford Newman entered into an amendment and restatement of the Agreement effective on April 1, 1986;

Whereas, the Company and Stanford Newman entered into a second amendment and restatement of the Agreement effective on January 1, 2001

Whereas, the Company and Stanford Newman entered into a third amendment and restatement of the Agreement effective on January 1, 2002;

Whereas, Elaine Newman is receiving deferred compensation benefits under this Agreement as the surviving spouse and beneficiary of Stanford Newman; and

Whereas, the Company and Elaine Newman wish to amend and restate the terms of this Agrement for a fourth time.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is hereby amended and restated in its entirety as follows:

SECTION 1. DEFINITIONS.

"

"**Board of Directors**" shall mean the Board of Directors of J.C. Newman Cigar Co..

"**Code**" means the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"**Committee**" means the Board of Directors or individual(s) appointed by the Board of Directors to serve for purposes of administering and interpreting this Plan.

"**Company**" means J.C. Newman Cigar Co. and any successor entity which adopts and continues this Plan.

2701 Sixteenth Street • Tampa, Florida 33605 • Mailing: P.O. Box 2030 • Tampa, Florida 33601
(813) 248-2124 • (800) 477-1884 • Fax (813) 247-2135 • e-mail: emn@cigarfamily.com

"**Effective Date**" means January 1, 2009.

"**Highly Compensated Employee**" means an individual who is characterized as a highly compensated employee under Department of Labor Regulation Section 2520.104-23. To the extent required by Department of Labor Regulation Section 2520.104-23, to permit this Plan to qualify as a "Top Hat" plan for a select group of highly compensated employees, the term Highly Compensated Employee shall be restricted by the Committee to satisfy this Department of Labor Regulation. To the extent Participant is determined to no longer be a Highly Compensated Employee while actively participating in this Plan, all future benefits shall terminate until such time as Participant is once again determined to be a Highly Compensated Employee. The Committee shall have the discretion to take all actions necessary to preserve the "Top Hat" status of this Plan, including distributing any benefits and terminating the participation of Participant in this Plan, except to the extent such action would violate Section 409A.

"**Highly Compensated Participant**" means a Highly Compensated Employee who is selected to participate in this Plan.

"**Participant**" means Elaine Newman.

"**Plan**" means the Agreement, as set forth herein.

"**Plan Year**" means the period beginning on each January 1 and ending on the following December 31.

SECTION 2 INTRODUCTION.

Participation in this Plan is limited to the Participant. This Plan provides for deferred compensation benefits for Stanford Newman during his lifetime and for deferred compensation death benefits to Elaine Newman after his death for her lifetime.

The Participant is receiving deferred compensation death benefits under this Plan as the surviving spouse and beneficiary of Stanford Newman.

SECTION 2 RETIREMENT BENEFIT

The Company is paying Participant the monthly amount of twenty thousand eight hundred and four dollars and seventy-one cents ($20,804.71). Deferred compensation death benefit payments will continue to Participant for her lifetime. Payments under this Plan to Participant cease at the death of the Participant and a neither the deceased Participant, personal representative or any beneficiary shall have any right to payments or benefits under this Plan after Participant's death.

SECTION 3 CHANGES IN THE TIME/FORM OF DISTRIBUTIONS

The time and form of distribution set forth above cannot be changed or modified in any fashion. Any attempt to do, except in connection with the termination of all non-qualified deferred compensation plans sponsored by Company and any related entity under Code Section 414, shall be void and without effect.

SECTION 4 CLAIMS PROCEDURE

(a) Presentation of Claim. Participant ("Claimant") may deliver to the Committee a written claim for a determination with respect to the amounts distributable to such Claimant from this Plan. If such a claim relates to the contents of a notice received by Claimant, the claim must be made within 60 days after such notice was received by Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state, in detail, the determination desired by the Claimant.

(b) Notification of Decision. The Committee shall consider Claimant's claim within a reasonable time, and shall notify Claimant in writing:

(1) That Claimant's requested determination has been made, and that the claim has been allowed in full; or

(2) That Committee has reached a conclusion contrary, in whole or in part, to Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by Claimant:

(A) The specific reason(s) for the denial of the claim, or any part of it;

(B) Specific reference(s) to pertinent provisions of this Plan upon which such denial was based;

(C) A description of any additional material or information necessary for Claimant to perfect the claim, and an explanation of why such material or information is necessary; and

(D) An explanation of the claim review procedure set forth below.

(c) Review of a Denied Claim. Within 60 days after receiving a notice from the Committee that a claim has been denied, in whole or in part, Claimant (or the Claimant's duly authorized representative) may file with the Committee a written request for a review of the denial of the claim. Thereafter, but not later than 30 days after the review procedure began, the Claimant (or the Claimant's duly authorized representative):

(1) May review pertinent documents;

(2) May submit written comments or other documents; and/or

(3) May request a hearing, which the Committee, in its sole discretion, may grant.

(d) Decision on Review. The Committee shall render its decision on review promptly, and not later than 60 days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Committee's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by Claimant, and it must contain:

(1) Specific reasons for the decision;

(2) Specific reference(s) to the pertinent Plan provisions upon which the decision was based; and

(3) Such other matters as the Committee deems relevant.

(e) Legal Action. A Claimant's compliance with the foregoing provisions of this Article is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

SECTION 5 MISCELLANEOUS.

(a) Plan Unfunded. This Plan shall be unfunded for purposes of the Code and Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), and no assets shall be set aside for the payment of benefits under this Plan, even if a trust is established to provide for the payment of any or all benefits hereunder. All benefits shall be paid from the general assets of the Company, which remain subject to the claims of all general creditors of the Company and to unrestricted use by the Company until benefit payments are made.

(b) **Unsecured Creditor**. The rights of Participant or his or her Beneficiaries to benefits under this Plan shall be solely that of unsecured creditors of the Company. The benefits payable under this Plan constitute a mere promise by the Company to make payments in the future, and does not otherwise create any rights in Participant or any Beneficiaries.

(c) **Administration**. The Committee shall be in charge of the operation and the administration of this Plan. The Committee shall have the power to delegate specific responsibilities. Such delegations may be to officers of the Company or to other individuals, all of whom shall serve at the pleasure of the Committee and, if full-time employees or Directors of the Company, without additional compensation. All decisions of the Committee regarding the operation and administration of this Plan shall be final and binding on all parties.

(d) **Benefits Non-Assignable**. Participant shall not have any right to assign, transfer, pledge or otherwise encumber the right to receive any benefits hereunder, and any attempted assignment, transfer, pledge or other encumbrance shall be null and void, and have no effect. Similarly, no rights under this Plan shall be subject to attachment or garnishment, or otherwise subject to liability for the debts, contracts, liabilities or torts by the creditors of Participant.

(e) **Amendment and Termination**. Subject to the provisions of Section 3, above, the Company shall have the right, at any time, to amend or terminate this Plan, in whole or in part, The ability of the Company to terminate this Plan, and the timing and manner of distributing benefits in connection with any termination of this Plan, shall in all respects comply with Section 409A of the Code.

(f) **Compliance With the Code**. This Plan is intended to comply with the provisions of Section 409A of the Code, and all other applicable provisions. If there is any discrepancy between the provisions of this Plan and the provisions of Section 409A, this discrepancy shall be resolved in a manner as to give full effect to the provisions of Section 409A of the Code.

(g) **No Specified Participants**. The Company does not have any stock traded on an established securities market. Accordingly, no Specified Participant exists under Section 409A, for whom benefit payments may not be made for a **6** month period after a Separation from Service occurs.

(i) **Top Hat Plan**. ERISA generally applies to protect the interests of "Participants", and DOL Regulation Section 2520.104-23 establishes rules for certain arrangements that provide benefits for a select group of management or Highly Compensated Participants, referred to as "Top Hat" programs. This Plan is intended to be a Top Hat program under ERISA.

(j) **Taxes**. The Company shall be entitled to deduct from all benefit payments made to Participant all applicable federal, state or local taxes required by law to be withheld from such payments.

(k) **Notices**. Any notices, requests, demands, and communications provided for under this Plan shall be deemed sufficient if in writing and if sent by certified mail, return receipt requested, or by overnight service to Participant at the Participant's residence; or in case of any Notice to the Company, to its principal office.

(l) **Form of Communication**. Any election, claims, notice or other communication required or permitted to be made by Participant under this Plan shall be made in writing and in such form as shall be prescribed by the Committee. Such communication shall be effective upon receipt, if hand delivered or sent by first class mail, postage pre-paid, return receipt requested to Supplemental Executive Retirement Plan Committee, c/o Corporate Secretary.

(m) **Severability**. The invalidity of any portion of this Plan shall not invalidate the remainder, and the remainder shall continue in full force and effect.

(n) **Expenses**. All expenses incurred in administering this Plan shall be paid by the Company.

(o) **Plan Interpretation**. The Committee shall have complete discretion to interpret all provisions of this Plan and to establish reasonable rules and procedures to facilitate the administration of this Plan.

(p) **Binding Agreement**. The provisions of this Plan shall be binding upon Participant and the Company and their successors, assigns, heirs, executors and beneficiaries.

(q) **Gender and Number**. The masculine gender, where appearing herein, shall be deemed to include the feminine gender, and the singular shall be deemed to include the plural, unless the context clearly indicates to the contrary.

(r) **Captions**. The captions at the head of a paragraph of this Plan are designed for convenience of reference only and are not to be resorted to for the purpose of interpreting any provision of this Plan.

(s) **Governing Laws**. The Plan shall be governed and construed in accordance with the laws of the State of Florida, except to the extent preempted by federal law.

This Agreement is effective as of January 1, 2009.

WITNESSES:	J.C. Newman Cigar Co.
Lynda Q. Rhea	Eric Newman
[signature]	Eric Newman, President
	December 31, 2009

WITNESSES:	Elaine Newman
Lynda Q. Rhea	Elaine Newman
[signature]	

J.C. NEWMAN CIGAR CO.™

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LA UNICA

RIGOLETTO

December 31, 2008

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

Re: Non-Qualified Deferred Compensation Plan

Dear Sir or Madam:

The purpose of this correspondence is to satisfy the "alternative method of compliance for pension plans for certain selected employees" set forth in 29 CFR 2520.104-23.

Please be advised that the Employer J.C. Newman Cigar Co. maintains a non-qualified deferred compensation plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

Name and address of the employer:
J.C. Newman Cigar Co.
2701 N 16th Street
Tampa, FL 33605

The employer's tax identification number 59-0884171

Employer maintains two (2) non-qualified deferred compensation plans.

This Plan covers eight (8) employees.

If you wish additional information regarding the plan, please contact: Shira Martin, Chief Financial Officer at 813-248-2124.

Sincerely,

Eric Newman

Eric Newman
President

J.C. NEWMAN CIGAR CO.

EXECUTIVE RETIREMENT PLAN

THIS AGREEMENT, is made and entered into by J.C. Newman Cigar Co., a Florida corporation, ("Company") on the 31st day of December 2008.

W I T N E S S E T H:

SECTION 1. DEFINITIONS.

"**Board of Directors**" shall mean the Board of Directors of J.C. Newman Cigar Co..

"**Code**" means the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"**Committee**" means the Board of Directors or individual(s) appointed by the Board of Directors to serve for purposes of administering and interpreting this Plan.

"**Company**" means J.C. Newman Cigar Co. and any successor entity which adopts and continues this Plan.

"**Effective Date**" means January 1, 2009.

"**Highly Compensated Employee**" means an individual who is characterized as a highly compensated employee under Department of Labor Regulation Section 2520.104-23. To the extent required by Department of Labor Regulation Section 2520.104-23, to permit this plan to qualify as a "Top Hat" plan for a select group of highly compensated employees, the term Highly Compensated Employee shall be restricted by the Committee to satisfy this Department of Labor Regulation. To the extent Participant is determined to no longer be a Highly Compensated Employee while actively participating in this plan, all future benefits shall terminate until such time as Participant is once again determined to be a Highly Compensated Employee. The Committee shall have the discretion to take all actions necessary to preserve the "Top Hat" status of this Plan, including distributing any benefits and terminating the participation of Participant in this Plan, except to the extent such action would violate Section 409A.

"**Highly Compensated Participant**" means a Highly Compensated Employee who is selected to participate in this Plan.

"**Participant**" means one of the Participants.

"**Participants**" means Wallace Biles, Clayton Johnson, George Kaplin, Al Korach, Albert Rogan, Elaine Rogan, Robert Wertheimer and Gus Gerstl.

"**Plan**" means the J.C. Newman Cigar Co. Executive Retirement Plan, as set forth herein.

"**Plan Year**" means the period beginning on each January 1 and ending on the following December 31.

SECTION 2 INTRODUCTION.

Participation in this Plan is limited to the Participants.

Each of the Participants is a former employee of the Company. As part of a plan of deferred compensation for a select group of management or "Highly Compensated Participants" each Participant has been receiving deferred compensation benefits. The purpose of this Agreement is memorialize the existing agreements with the Participants and to comply with Code Section 409A.

SECTION 2 RETIREMENT BENEFIT

The Company is paying each Participant the monthly amount set forth on Schedule "A" as a deferred compensation benefit. The deferred compensation benefit payments will continue to each Participant during his or her lifetime. Payments under this Agreement to a Participant cease at the death of the Participant and a neither the deceased Participant, personal representative or any beneficiary shall have any right to payments or benefits under this Agreement after such Participant's death.

SECTION 3 CHANGES IN THE TIME/FORM OF DISTRIBUTIONS

The time and form of distribution set forth in Section 3 and Schedule "A" cannot be changed or modified in any fashion. Any attempt to do, except in connection with the termination of all non-qualified deferred compensation plans sponsored by Company and any related entity under Code Section 414, shall be void and without effect.

SECTION 4 CLAIMS PROCEDURE

(a) **Presentation of Claim**. A Participant ("Claimant") may deliver to the Committee a written claim for a determination with respect to the amounts distributable to such Claimant from this plan. If such a claim relates to the contents of a notice received by Claimant, the claim must be made within 60 days after such notice was received by Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state, in detail, the determination desired by the Claimant.

(b) **Notification of Decision**. The Committee shall consider Claimant's claim within a reasonable time, and shall notify Claimant in writing:

(1) That Claimant's requested determination has been made, and that the claim has been allowed in full; or

(2) That Committee has reached a conclusion contrary, in whole or in part, to Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by Claimant:

(A) The specific reason(s) for the denial of the claim, or any part of it;

(B) Specific reference(s) to pertinent provisions of this plan upon which such denial was based;

(C) A description of any additional material or information necessary for Claimant to perfect the claim, and an explanation of why such material or information is necessary; and

(D) An explanation of the claim review procedure set forth below.

(c) **Review of a Denied Claim**. Within 60 days after receiving a notice from the Committee that a claim has been denied, in whole or in part, Claimant (or the Claimant's duly authorized representative) may file with the Committee a written request for a review of the denial of the claim. Thereafter, but not later than 30 days after the review procedure began, the Claimant (or the Claimant's duly authorized representative):

(1) May review pertinent documents;

(2) May submit written comments or other documents; and/or

(3) May request a hearing, which the Committee, in its sole discretion, may grant.

(d) **Decision on Review**. The Committee shall render its decision on review promptly, and not later than 60 days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Committee's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by Claimant, and it must contain:

(1) Specific reasons for the decision;

(2) Specific reference(s) to the pertinent Plan provisions upon which the decision was based; and

(3) Such other matters as the Committee deems relevant.

(e) **Legal Action**. A Claimant's compliance with the foregoing provisions of this Article is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

SECTION 5 MISCELLANEOUS.

(a) **Plan Unfunded**. This plan shall be unfunded for purposes of the Code and Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), and no assets shall be set aside for the payment of benefits under this plan, even if a trust is established to provide for the payment of any or all benefits hereunder. All benefits shall be paid from the general assets of the Company, which remain subject to the claims of all general creditors of the Company and to unrestricted use by the Company until benefit payments are made.

(b) **Unsecured Creditor**. The right of a Participant to benefits under this Plan shall be solely that of unsecured creditors of the Company. The benefits payable under this plan constitute a mere promise by the Company to make payments in the future, and does not otherwise create rights in any Participant.

(c) **Administration**. The Committee shall be in charge of the operation and the administration of this plan. The Committee shall have the power to delegate specific responsibilities. Such delegations may be to officers or Participants of the Company or to other individuals, all of whom shall serve at the pleasure of the Committee and, if full-time employees or Directors of the Company, without additional compensation. All decisions of the Committee regarding the operation and administration of this Plan shall be final and binding on all parties.

(d) Benefits Non-Assignable. No Participant under this plan shall have any right to assign, transfer, pledge or otherwise encumber the right to receive any benefits hereunder, and any attempted assignment, transfer, pledge or other encumbrance shall be null and void, and have no effect. Similarly, no rights under this plan shall be subject to attachment or garnishment, or otherwise subject to liability for the debts, contracts, liabilities or torts by the creditors of a Participant.

(e) Amendment and Termination. Subject to the provisions of Section 3, above, the Company shall have the right, at any time, to amend or terminate this plan, in whole or in part, The ability of the Company to terminate this plan, and the timing and manner of distributing benefits in connection with any termination of this plan, shall in all respects comply with Section 409A of the Code.

(f) Compliance With the Code. This plan is intended to comply with the provisions of Section 409A of the Code, and all other applicable provisions. If there is any discrepancy between the provisions of this Plan and the provisions of Section 409A, this discrepancy shall be resolved in a manner as to give full effect to the provisions of Section 409A of the Code.

(g) No Specified Participants. The Company does not have any stock traded on an established securities market. Accordingly, no Specified Participant exists under Section 409A, for whom benefit payments may not be made for a 6 month period after a Separation from Service occurs.

(i) Top Hat Plan. ERISA generally applies to protect the interests of "Participants", and DOL Regulation Section 2520.104-23 establishes rules for certain arrangements that provide benefits for a select group of management or Highly Compensated Participants, referred to as "Top Hat" programs. This Plan is intended to be a Top Hat program under ERISA.

(j) Taxes. The Company shall be entitled to deduct from all benefit payments made to a Participant all applicable federal, state or local taxes required by law to be withheld from such payments.

(k) Notices. Any notices, requests, demands, and communications provided for under this plan shall be deemed sufficient if in writing and if sent by certified mail, return receipt requested, or by overnight service to a Participant at such Participant's residence; or in case of any Notice to the Company, to its principal office.

(l) Form of Communication. Any election, claims, notice or other communication required or permitted to be made by a Participant under this Plan shall be made in writing and in such form as shall be prescribed by the Committee. Such communication shall be effective upon receipt, if hand delivered or sent by first class mail, postage pre-paid, return receipt requested to Executive Retirement Plan Committee, c/o Corporate Secretary.

(m) Severability. The invalidity of any portion of this Plan shall not invalidate the remainder, and the remainder shall continue in full force and effect.

(n) Expenses. All expenses incurred in administering this plan shall be paid by the Company.

(o) Plan Interpretation. The Committee shall have complete discretion to interpret all provisions of this plan and to establish reasonable rules and procedures to facilitate the administration of this plan.

(p) Binding Agreement. The provisions of this Plan shall be binding upon each Participant and the Company and their successors, assigns, heirs, executors and beneficiaries.

(q) Gender and Number. The masculine gender, where appearing herein, shall be deemed to include the feminine gender, and the singular shall be deemed to include the plural, unless the context clearly indicates to the contrary.

(r) **Captions**. The captions at the head of a paragraph of this Plan are designed for convenience of reference only and are not to be resorted to for the purpose of interpreting any provision of this Plan.

(s) **Governing Laws**. This plan shall be governed and construed in accordance with the laws of the State of Florida, except to the extent preempted by federal law.

This Agreement is effective as of January 1, 2009.

WITNESSES:

Lynda A. Rhea

J.C. Newman Cigar Co.

Eric Newman, President
December 31, 2008

SCHEDULE A

Person	Birth Date	Monthly Amount
Wallace Biles		$ 132.00
Clayton Johnson		400.00
George Kaplan		400.00
Al Korach		100.00
Albert Rogan		400.00
Elaine Rogan		416.66
Robert Wertheimer		400.00
Gus Gerstl		400.00

NEWMAN CIGAR CO.™
lfilling the Promise Since 1895
, FL 33601 • 2701 16th Street, Tampa, FL 3360

CERTIFIED MAIL

7007 0220 0002 2717 2386

$ 06.41⁰
DEC 31
MAILED FROM ZIP CODE

[redacted]