

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

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 3, 2022 (March 2, 2022)

EZCORP, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-19424
(Commission
File Number)

74-2540145
(IRS Employer
Identification No.)

2500 Bee Cave Road, Bldg One, Suite 200, Rollingwood, Texas 78746
(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code: (512) 314-3400

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>	
Class A Non-voting Common Stock, par value \$.01 per share	EZPW	NASDAQ Stock Market	(NASDAQ Global Select Market)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 — Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(b) (c) Lachlan P. Given has been appointed Chief Executive Officer (principal executive officer), and John Blair Powell, Jr. has been appointed Chief Operating Officer (principal operating officer), effective March 3, 2022. Mr. Given and Mr. Powell had been serving as Co-Interim Chief Executive Officers (co-principal executive officers) since January 12, 2022. The Company issued a press release announcing these changes on March 3, 2022, and a copy of that release is included as Exhibit 99.1 to this Report. A description of Mr. Given's and Mr. Powell's respective backgrounds and experiences can be found in "Part III, Item 10 — Directors, Officers and Corporate Governance — Executive Officers" of the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2021.

In connection with these changes, the People and Compensation Committee of the Company's Board of Directors approved the following compensation arrangements:

- Mr. Given's compensation arrangement as Chief Executive Officer includes an annual base salary of \$750,000, a short-term incentive (STI) bonus target of 150% of base salary and a long-term incentive (LTI) award target of \$1,500,000, resulting in total target direct compensation of \$3,375,000.
- Mr. Powell's compensation arrangement as Chief Operating Officer includes an annual base salary of \$550,000, an STI bonus target of 100% of base salary and an LTI award target of \$825,000, resulting in total target direct compensation of \$1,925,000.

Mr. Given and Mr. Powell will remain eligible for healthcare and other benefits typically provided to the Company's executive officers. Their compensation arrangements prior to these changes are described in the Company's Current Report on Form 8-K dated January 13, 2022.

The compensation changes described above were made effective January 12, 2022, the date on which Mr. Given and Mr. Powell assumed the duties of Co-Interim Chief Executive Officers. STI and LTI targets for fiscal 2022 (FY22) will be prorated to reflect this effective date, which will result in additional FY22 Restricted Stock Unit awards covering 85,340 shares for Mr. Given and 35,558 shares for Mr. Powell. Such awards will have the same terms as the other FY22 LTI awards that were approved in October 2021.

(e) The People and Compensation Committee also approved a compensation adjustment for Timothy K. Jugmans, Chief Financial Officer (principal financial officer). Mr. Jugmans' annual base salary was increased from \$420,000 to \$450,000, also effective January 12, 2022. His STI and LTI targets for FY22 will be prorated to reflect this effective date, which will result in an additional FY22 Restricted Stock Unit award covering 2,844 shares. Such award will also have the same terms as the other FY22 LTI awards that were approved in October 2021.

Item 5.07 — Submission of Matters to a Vote of Security Holders

On March 2, 2022, the sole holder of the Company's Class B Voting Common Stock (the "Voting Stockholder") approved the 2022 Long-Term Incentive Plan to provide equity-based incentive compensation awards to the Company's employees, consultants and directors, and approved the addition of 400,000 shares of Class A Non-Voting Common Stock to be available for awards under such plan. A copy of the 2022 Long-Term Incentive Plan is included as Exhibit 99.2 to this Report.

On March 3, 2022, effective at the Annual Meeting of Stockholders held on that day, the Voting Stockholder re-elected Matthew W. Appel, Zena Srivatsa Arnold, Phillip E. Cohen, Jason A. Kulas, Pablo Lagos Espinosa and Gary L. Tillett, and elected Lachlan P. Given, to serve on the Company's Board of Directors. Each of such persons shall serve a one-year term until the next annual meeting of stockholders (or, if earlier, until his or her death, removal or resignation).

On both March 2, 2022 and March 3, 2022, there were 2,970,171 shares of the Company's Class B Voting Common Stock outstanding, all of which are held by MS Pawn Limited Partnership (the Voting Stockholder).

Item 7.01 — Regulation FD Disclosure

The Company held its 2022 Annual Meeting of Stockholders on March 3, 2022. The Company's publicly-traded Class A Non-Voting Common Stock is not entitled to vote on any matters, and thus, no proposals or other matters were presented for voting at the 2022 Annual Meeting. Management discussed the Company's strategic plans and initiatives and was available for stockholders' questions. A copy of the presentation materials that management reviewed during the 2022 Annual Meeting has been posted in the Investor Relations section of the Company's website at www.ezcorp.com.

The information set forth, or referred to, in this Item 7.01 shall not be deemed "filed" for purposes of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any registration statement or other filing made by the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, unless such subsequent filing specifically references this Item 7.01 of this Report.

Item 9.01 — Financial Statements and Exhibits

Exhibits.

99.1 [Press Release, dated March 3, 2022, announcing realignment of the Company's senior leadership](#)

99.2 [EZCORP, Inc. 2022 Long-Term Incentive Plan, effective March 1, 2022](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EZCORP, INC.

Date: March 3, 2022

By: /s/ Thomas H. Welch, Jr.

Thomas H. Welch, Jr.

Chief Legal Officer and Secretary



EZCORP ANNOUNCES REALIGNMENT OF SENIOR LEADERSHIP

AUSTIN, Texas, March 3, 2022 — (BUSINESS WIRE) — EZCORP, Inc. (NASDAQ: EZPW), a leading provider of pawn transactions in the United States and Latin America, today announced a realignment of its senior leadership. Lachlan P. Given has been appointed Chief Executive Officer, and John Blair Powell, Jr. has been appointed Chief Operating Officer. Mr. Given will also join EZCORP's Board of Directors.

Mr. Given and Mr. Powell had been serving as Co-Interim Chief Executive Officers since January 12. The Board of Directors approved the realignment to leverage and capitalize on their respective capabilities and experience. As Chief Executive Officer, Mr. Given will be responsible for the company's overall executive leadership and strategic direction, while Mr. Powell, as Chief Operating Officer, will continue to focus on driving the operating performance of the business across all geographies, including stores and digital initiatives.

Phillip E. Cohen, Executive Chairman, stated: "Our mission is to be the first and best choice for our customers' short-term cash needs. Lachie and Blair are an exceptional combination of talent and experience, who together are fully capable and more than qualified to drive the execution of this mission to impact positively our customers, team members, communities and shareholders."

In connection with the company's Annual Meeting of Stockholders, to be held today, the company's voting stockholder has re-elected Matthew W. Appel, Zena Srivatsa Arnold, Phillip E. Cohen, Jason A. Kulas, Pablo Lagos Espinosa and Gary L. Tillett, and has elected Lachlan P. Given, to serve on the Board of Directors for a one-year term until next year's Annual Meeting of Stockholders.

ABOUT EZCORP

Formed in 1989, EZCORP has grown into a leading provider of pawn transactions in the United States and Latin America. We also sell merchandise, primarily collateral forfeited from pawn lending operations and pre-owned and recycled merchandise purchased from customers. We are dedicated to satisfying the short-term cash needs of consumers who are both cash and credit constrained, focusing on an industry-leading customer experience. EZCORP is traded on NASDAQ under the symbol EZPW and is a member of the Russell 2000 Index, S&P 1000 Index and Nasdaq Composite Index.

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EZCORP Linked In <https://www.linkedin.com/company/ezcorp/>

Email: Investor_Relations@ezcorp.com

Phone: (512) 314-2220

Source: EZCORP, Inc.

EZCORP, INC.
2022 Long-Term Incentive Plan
Effective March 1, 2022

I — General

- 1.1 **Purpose** — The 2022 Long-Term Incentive Plan (the “**Plan**”) has been established by EZCORP, Inc., a Delaware corporation (the “**Company**”), to attract and retain qualified employees, consultants and directors and motivate them to achieve long-term goals, to provide incentive compensation opportunities that are competitive with those of similar companies and to further align Participants’ interests with those of the Company’s other stockholders through compensation alternatives based on the Company’s common stock, thereby promoting the long-term financial interests of the Company and enhancing long-term stockholder return.
- 1.2 **Term** — The Plan shall become effective as of March 1, 2022 (the “**Effective Date**”) and shall remain effective as long as Awards (as defined in Section 2.1) granted under the plan remain outstanding.
- 1.3 **Replacement of Existing Plan** — No further awards will be made under the 2010 Long-Term Incentive Plan (the “**2010 Plan**”) from and after January 1, 2022, but the provisions of the 2010 Plan shall continue to be applicable to the awards made under such plan that are outstanding as of December 31, 2021 and the “Authorized Shares” under the 2010 Plan (as specified in Section 3.1 of such plan) shall remain available to satisfy such awards.

II — Awards and Participants

- 2.1 **Types of Awards** — Awards granted under the Plan (“**Awards**”) shall represent rights to acquire shares of the Company’s Class A Non-Voting Common Stock, par value \$0.01 per share (“**Stock**”), and may consist of the following:
- (a) **Restricted Stock** — A grant of Stock that is subject to a risk of forfeiture or other restrictions that will lapse upon the satisfaction of specified conditions or the achievement of specified performance goals; or
 - (b) **Restricted Stock Unit** — A right to receive Stock in the future, with the right to future delivery of such Stock being subject to a risk of forfeiture or other restrictions that will lapse upon the satisfaction of specified conditions or the achievement of specified performance goals.

Awards may be granted singly or in combination with other Awards. Awards also may be made in combination with, in replacement of, as alternatives to or as the payment form for grants or rights under any other compensation plan, contract or agreement of the Company.

2.2 **Eligibility and Participation** —

- (a) The persons eligible to receive Awards under the Plan (the “**Eligible Recipients**”) shall consist of:
- (1) Employees of the Company and its Subsidiaries (as defined below);
 - (2) Members of the Company’s Board of Directors (the “**Board**”) who are not employees of the Company or any of its Subsidiaries (the “**Non-Employee Directors**”); and
 - (3) Consultants, independent contractors or advisors to the Company or its Subsidiaries whom the Committee identifies as having a direct and significant effect on the performance of the Company or any of its Subsidiaries.

As used herein, the term “**Subsidiary**” shall mean any entity of which 50% or more of the total combined voting power of all classes of securities entitled to vote is owned, directly or indirectly, by the Company; provided, however, that the Committee may use any other definition of “Subsidiary” it deems necessary or desirable in accordance with its judgment as to the best interests of the Company and its stockholders and in accordance with the purposes of the Plan.

- (b) No Eligible Recipient shall be entitled to receive any Award under the Plan unless and until the Award to such Eligible Recipient has been approved by the Board pursuant to Section 4.1 and such Eligible Recipient has actually received such Award (thereafter, a “**Participant**”). The designation of an Eligible Recipient to receive any Award under the Plan shall not require the designation of that person to receive any other Award under the Plan.
- (c) The Plan does not constitute a contract of employment with any Eligible Recipient or Participant, and selection as a Participant will not give any Eligible Recipient the right to be retained in the employ of the Company or any Subsidiary or to continue to provide services to the Company or any Subsidiary.

III — Shares Available For Awards

- 3.1 **Authorized and Available Shares** — The total number of shares of Stock that may be issued pursuant to Awards under the Plan (the “**Authorized Shares**”) shall be such number as is approved from time to time by the holder (the “**Voting Stockholder**”) of the issued and outstanding shares of the Company’s Class B Voting Common Stock, par value \$0.01 per share (the “**Voting Stock**”). At any time, the number of shares of Stock that may then be issued pursuant to Awards under the Plan (the “**Available Shares**”) shall be equal to the difference between (a) the number of Authorized Shares at such time and (b) the sum of (1) the number of shares of Stock subject to issuance upon settlement of then outstanding Awards and (2) the number of shares of Stock that have been previously issued upon settlement of Awards. No Award may cover a number of shares of Stock in excess of the number of Available Shares then existing.
- 3.2 **Restoration of Shares** — If the shares of Stock subject to any Award are not issued or cease to be issuable for any reason (including because the Award is forfeited, cancelled or terminated, is

settled in cash in lieu of Stock or is exchanged for other Awards or because such Shares were withheld to cover applicable tax withholding), such shares shall no longer be charged against the number of Authorized Shares in calculating the number of Available Shares under Section 3.1 and shall again be included in Available Shares.

- 3.3 **Adjustments to Number of Authorized Shares and Available Shares** — If there is any change in the number of outstanding shares of Stock by reason of a stock dividend, split, spin-off, recapitalization, merger, consolidation, combination, extraordinary dividend, exchange of shares or other similar change, the number of Authorized Shares and the number of Available Shares (as well as the number of shares subject to, and other appropriate terms of, any outstanding Award) will be automatically adjusted to accurately and equitably reflect the effect thereon of such change. The adjustments required by this Section 3.3 shall be made by the Board, and its determination as to what adjustments should be made and the extent thereof will be final, binding and conclusive.
- 3.4 **Source of Stock** — Shares of Stock issued under the Plan may consist in whole or in part of authorized and unissued shares or treasury shares.
- 3.5 **No Fractional Shares** — No fractional shares shall be issued under the Plan, upon settlement of any Award or upon any adjustment to an Award pursuant to Section 3.3. Any fractional share that would otherwise be issuable shall be cancelled with no payment of consideration.

IV — Approval of Awards, Participants and Award Terms

- 4.1 **General** — All Awards under the Plan (including the type, recipient, amount and terms) shall be subject to review and approval by the Board, and no Award may be made under the Plan without the approval of the Board; provided, however, that if the Voting Stockholder is not a member of the Board, then Awards under the Plan shall also require the approval of the Voting Stockholder.
- 4.2 **Terms of Awards** — Subject to the provisions of the Plan, the People and Compensation Committee of the Board (the “**Committee**”) shall determine the type of Awards to grant, select those Eligible Recipients who are to receive Awards and establish the terms of Awards, and shall submit its recommendations to the Board for approval pursuant to Section 4.1. In selecting Eligible Recipients to receive Awards and in determining the type, amount and terms of their respective Awards, the Committee may consider any and all factors that it deems relevant or appropriate.

The Award terms established and recommended by the Committee shall include the following (as applicable):

- (a) The number of shares of Stock subject to the Award;
- (b) The schedule on which the Award, or portions thereof, vest or applicable restrictions lapse (including the service requirements, performance goals or other conditions under which the Award vests or restrictions lapse); and
- (c) The termination and expiration of the Award.

The Committee may include in any Award terms that provide for the acceleration of vesting and lapse of restrictions, as applicable, upon or following a Participant's death, Normal Retirement (as defined in Section 4.9(b)) or Permanent Disability (as defined in Section 4.9(c)). Notwithstanding any other provision of the Plan, the inclusion in any Award of any provision for the acceleration of vesting or lapse of restrictions upon a Change of Control (as defined in Section 4.9(a)) shall require the approval of the Voting Stockholder.

- 4.3 **Award Agreements** — Each Award shall be evidenced by a written agreement issued by the Company and setting forth the terms, provisions and conditions of such Award (an “**Award Agreement**”). Each Award Agreement shall be consistent with the terms of the Award as approved by the Board pursuant to Section 4.1, shall be in such form as may be specified by the Committee and may be evidenced by an electronic transmission (including an e-mail or reference to a website or other URL) sent to the recipient through the Company’s normal process for communicating electronically with its employees. As a condition to receiving an Award, an Eligible Recipient shall be required to affirmatively accept the Award and agree to the terms, provisions and conditions set forth in the Award Agreement by physically or electronically executing the Award Agreement or by otherwise physically or electronically acknowledging such acceptance and agreement.
- 4.4 **Transferability of Awards** — A Participant may not sell, assign, transfer, pledge or otherwise dispose of any Award, and the benefits of an Award shall run solely to the Participant named in the Award Agreement applicable to such Award. This restriction shall not apply to shares of Stock that are issued in connection with the settlement of an Award.
- 4.5 **Dividends and Dividend Equivalents** — An Award may provide the Participant with the right to receive dividend or dividend equivalent payments with respect to Stock subject to the Award; provided, however, that such payments shall be subject to the same vesting provisions as are applicable such Stock and any dividend or dividend equivalent payments with respect to Stock subject to the Award shall be credited to an account for the Participant to be settled when and if such Stock vests.
- 4.6 **Settlement of Awards** — The Company’s obligation to settle Awards may be satisfied through the delivery of Stock, cash payments, the granting of replacement Awards or any combination thereof, as the Board shall approve upon the recommendation of the Committee. Satisfaction of any such obligations under an Award may be subject to such conditions, restrictions and contingencies as recommended by the Committee and approved by the Board. The Board may permit or require the deferral of any Award settlement, subject to such rules and procedures as may be established by the Committee, which may include provisions for the payment or crediting of interest, dividends or dividend equivalents.
- 4.7 **Withholding of Taxes** — All distributions under the Plan (including the grant of Awards and the issuance of Stock, cash or other consideration in settlement of an Award) are subject to withholding of all applicable taxes, and the delivery of any Award (or the issuance of any Stock, cash or other consideration in settlement thereof) may be conditioned on the satisfaction of applicable withholding obligations. The Committee, subject to such requirements as it may impose, may permit such withholding obligations to be satisfied through cash payment by the Participant, through the surrender of shares of Stock that the Participant already owns or through the surrender or withholding of shares of Stock to which the Participant is otherwise entitled under the Plan. The Company shall not loan funds to any Participant for the purpose of

paying taxes associated with the grant or vesting of an Award or for any other purpose relating to an Award.

- 4.8 **Awards to Non-Employee Directors** — Non-Employee Directors shall not be eligible to receive any Awards under the Plan other than the Awards specified in this Section.
- (a) **Discretionary Awards** — The Board, upon the recommendation of the Committee and in its discretion, may grant an Award to any Non-Employee Director. Awards under this Section are discretionary, and until the Board approves an Award to a Non-Employee Director, such Non-Employee Director shall not have any right or claim to any Award. The receipt of an Award under the Plan shall not give any Non-Employee Director any right or claim to receive any other Award under the Plan, and the Board may determine that any or all Non-Employee Directors are not eligible to receive Awards under the Plan for an indefinite period or for any specified period.
 - (b) **Terms of Non-Employee Director Awards** — In connection with the grant of an Award under this Section, the Board, upon the recommendation of the Committee and in its discretion, shall establish the terms and provisions of such Award; provided, however, that the vesting period for any Award shall be no less than six months from the date of grant.
- 4.9 **Certain Defined Terms** — As used herein, the following terms shall have the respective meanings indicated below:
- (a) “*Change in Control*” means the acquisition by any person (other than Phillip E. Cohen or any of his immediate family members or affiliates) of beneficial ownership of more than 50% of the outstanding Voting Stock.
 - (b) “*Normal Retirement*” means, with respect to any Participant, a voluntary termination of such Participant’s employment with the Company or any of its Subsidiaries on or after attaining the age 65 or age 60 with at least 5 years of service.
 - (c) “*Permanent Disability*” means, with respect to any Participant, a condition such that the Participant by reason of physical or mental disability becomes unable to perform his or her normal duties for more than 180 days in the aggregate (excluding infrequent or temporary absence due to ordinary transitory illness) during any twelve-month period.

V — Plan Governance and Administration

- 5.1 **Administration** — The Plan shall be administered by Committee, which shall have the authority to construe and interpret the Plan and Awards granted hereunder, to establish and amend rules for Plan administration and to make all other determinations that it deems necessary or advisable for the effective administration of the Plan.
- 5.2 **Authority and Liability** — In all matters relating to the Plan, the Board and the Committee shall act in a manner that is consistent with the Company’s certificate of incorporation and by-laws and all applicable laws, rules and regulations, and all actions and decisions of the Committee shall be consistent with the terms of Awards approved by the Board pursuant to Section 4.1. The decisions and determinations of the Board and the Committee shall be made in accordance with their respective judgment as to the best interests of the Company and its stockholders and

the furtherance of the purposes of the Plan, and shall be final and binding (subject to further review and approval by the Voting Stockholder if required by the provisions of the Plan). No member of the Board or the Committee, nor the Voting Stockholder, shall be personally liable for any action or determination relating to the Plan or any Award that was taken or made in good faith.

- 5.3 **Delegation** — The Board or the Committee may delegate any or all of its authority and responsibilities with respect to the Plan and Awards, on such terms and conditions as it considers appropriate, to the Chief Executive Officer of the Company; provided, however, that determinations, decisions and approvals regarding Awards or other benefits under the Plan to the Company's Executive Officers (as designated from time to time by the Board) may not be delegated and shall be made by the Board and the Committee, as the case may be.

VI — Miscellaneous Provisions

- 6.1 **Amendment and Termination** — The Board may at any time and in any way amend, suspend or terminate the Plan or any Award granted under the Plan; provided, however, that no such amendment, suspension or termination may materially impair any Award then outstanding without the consent of the holder of such Award; and provided further, however, that without the approval of the Voting Stockholder, no amendment to the Plan may increase the number of Authorized Shares or modify the provisions of Section 3.1 or otherwise affect the provisions of the Plan granting the approval rights to the Voting Stockholder.
- 6.2 **Liability of the Company** — By accepting any benefits under the Plan, each Participant and each person claiming under or through such Participant shall be conclusively deemed to have indicated acceptance and ratification of, and consented to, any action taken or made under the Plan by or at the direction of the Company, the Board or the Committee. No Participant or any person claiming under or through a Participant shall have any right or interest, whether vested or otherwise, in the Plan or in any Award hereunder, contingent or otherwise, unless and until such Participant shall have complied with all of the terms, conditions and provisions of the Plan and the Award Agreement relating thereto. Neither the Company, the Board nor the Committee shall be required to give any security or bond for the performance of any obligation which may be created by the Plan.
- 6.3 **Unfunded Plan** — Insofar as it provides for Awards, the Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are granted Awards, any such accounts will be used merely as an administrative convenience. Except for the holding of Restricted Stock in escrow, the Company shall not be required to segregate any assets that may at any time be represented by Awards, nor shall the Plan be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of Stock or cash to be awarded under the Plan. Any liability of the Company to any Participant with respect to an Award shall be based solely upon any contractual obligations that may be created by the Plan; no such obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company.
- 6.4 **Compliance With Applicable Laws** — Notwithstanding any other provision of the Plan or any Award Agreement, the Company shall have no obligation to issue any shares of Stock under the Plan or pursuant to any Award unless such issuance would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity. Prior to the issuance of

any shares of Stock under the Plan or pursuant to an Award, the Company may require a written statement that the recipient is acquiring the shares for investment and not for the purpose or with the intention of distributing the shares. The certificates representing the shares of Stock issued pursuant to an Award under the Plan may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws and regulations.

- 6.5 **Governing Law and Venue** — The Plan and Awards granted hereunder (including Award Agreements evidencing such Awards) will be governed by and construed in accordance with the laws of the State of Delaware, United States of America, other than with respect to choice of laws, rules and principles. Venue for any and all disputes arising out of or in connection with the Plan, any Award hereunder or any Award Agreement shall exclusively be in Travis County, Texas, United States of America, and the courts sitting in Travis County, Texas, United States of America shall have exclusive jurisdiction to adjudicate such disputes.
- 6.6 **Foreign Jurisdictions** — To the extent that the Committee determines that the material terms approved by the Board or imposed by the Plan preclude the achievement of the material purposes of the Plan in jurisdictions outside the United States, the Board, upon the recommendation of the Committee, will have the authority and discretion to modify those terms and provide for such additional terms and conditions as the Board approves to accommodate differences in local law, policy or custom or to facilitate administration of the Plan. The Board, upon the recommendation of the Committee, may adopt or approve sub-plans, appendices or supplements to, or amendments, restatements or alternative versions of, the Plan as it may consider necessary, appropriate or desirable, without thereby affecting the terms of the Plan as in effect for any other purpose. The special terms and any appendices, supplements, amendments, restatements or alternative versions, however, shall not include any provisions that are inconsistent with the terms of the Plan as then in effect, unless the Plan could have been amended to eliminate such inconsistency without further approval by the Voting Stockholder.
- 6.7 **Use of Terms** —
- (a) Words of any gender (whether masculine, feminine or neuter) shall be deemed to include all other genders. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.
 - (b) When used herein, the word "including" means "including, without limitation."
 - (c) Unless otherwise specified, references herein to Articles or Sections shall be deemed to be references to Articles or Sections, as applicable, of the Plan. When used herein, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to the Plan as a whole and not to any particular provision of the Plan.