
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: February 4, 2005

Commission File Number 1-7107

LOUISIANA-PACIFIC CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of
incorporation or organization)

1-7107

Commission File
Number

93-0609074

(IRS Employer Identification No.)

414 Union Street, Suite 2000, Nashville, TN 37219

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(615) 986-5600**

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 (see General Instruction A.2. below):

- 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))
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Item 1.01. Entry into a Material Definitive Agreement.

Approval of Form of Award Agreements

At a meeting of the Compensation Committee of the Board of Directors of Louisiana-Pacific Corporation ("LP") held on February 4, 2005, the Compensation Committee approved forms of award agreements for certain awards under LP's 1997 Incentive Stock Award Plan (the "Stock Award Plan"). The forms of Award Agreements for Nonqualified Stock Options, Restricted Stock and Incentive Shares are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this report and incorporated herein by reference.

Approval of Grants under the 1997 Incentive Stock Award Plan

At a meeting of the Compensation Committee held on February 4, 2005, the Compensation Committee approved awards of stock options to the executive officers of LP pursuant to the Stock Award Plan as follows: Richard Frost, LP's Chief Executive Officer, options to purchase 80,000 shares; Curtis Stevens, LP's Executive Vice President, Administration and Chief Financial Officer, options to purchase 30,000 shares; Harold Stanton, LP's Executive Vice President, Specialty Products and Sales, options to purchase 19,000 shares; and Jeffrey Wagner, LP's Vice President, OSB, options to purchase 8,100 shares. Each of the options has a term of 10 years, vests as to one-third of the shares covered thereby on the first, second and third anniversaries of the grant thereof (subject to acceleration in specified circumstances) and has an exercise price of \$27.49 per share. Each of the awards was made pursuant to the form of Award Agreement for Non-Qualified Stock Options filed as Exhibit 10.1 to this report.

At a meeting of the Compensation Committee held on February 4, 2005, the Compensation Committee approved awards of restricted stock to the executive officers of LP pursuant to the Stock Award Plan as follows: Mr. Frost, 38,300 restricted shares; Mr. Stevens, 14,300 restricted shares; Mr. Stanton, 9,100 restricted shares; and Mr. Wagner, 3,900 restricted shares. The restricted stock vests on the third anniversary of the grant thereof (subject to acceleration in specified circumstances). Each of the awards was made pursuant to the form of Award Agreement for Restricted Stock filed as Exhibit 10.2 to this report.

Establishment of 2005 Annual Cash Incentive Award Opportunities

At a meeting of the Compensation Committee held on February 4, 2005, the Compensation Committee established 2005 annual cash incentive award opportunities under the Louisiana-Pacific Corporation Annual Cash Incentive Award Plan, subject to the achievement of specified performance goals. The award opportunities are based on a combination of corporate performance and individual performance. The award opportunities for LP's executive officers are as follows: Mr. Frost, 70% of base salary, or \$448,000; Mr. Stevens, 55% of base salary or \$220,000; Mr. Stanton, 55% of base salary or \$156,750; and Mr. Wagner, 45% of base salary or \$96,750.

The performance goals for each executive officer are based 60% on LP's corporate performance as measured by target earnings per share and 40% on objective individual goals unique to each of

them. Depending upon the extent to which performance goals are determined to have been met, the actual amount paid as a cash incentive award could range from 0% to 200% of the target amount relating to corporate performance and from 0% to 150% of the target amount relating to individual performance. The applicability of specified potential adjustments to reported earnings per share for computational purposes, and the satisfaction of corporate and individual performance goals, will be determined by the Compensation Committee following the end of 2005. Cash payments, if any, will be made as soon as practicable after the determination of the amount of the awards.

The business criteria on which individual performance goals are based include financial, strategic and other goals related to the performance of LP (in the case of Mr. Frost), specified business units (in the cases of Messrs. Stanton and Wagner) or specified functional areas (in the case of Mr. Stevens) for which an executive has responsibility and goals related to success in developing and implementing particular tasks assigned to an individual executive. These goals, therefore, vary depending upon the responsibilities of individual executives. Goals for one or more of LP's executive officers include goals related to EBITDA and cash flow levels, execution of capital expenditure plans, strategic planning and execution, dispositions of specified assets, quality control, safety measures, success in developing and implementing particular management plans or systems, leadership, succession planning, relationships with specified constituencies and other specified goals.

Item 9.01 (c) Exhibits.

- 10.1 Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Nonqualified Stock Option
- 10.2 Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Restricted Stock
- 10.3 Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Incentive Shares

Additional Information

The information set forth above should be read in conjunction with the information set forth under the caption "Executive Compensation" in LP's Proxy Statement relating to its 2004 Annual Meeting of Stockholders, and the information set forth in a Current Report on Form 8-K filed by LP with the Securities and Exchange Commission on February 3, 2005, both of which are available at LP's website at www.lpcorp.com and the Securities and Exchange Commission's website at www.sec.gov.

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.

LOUISIANA-PACIFIC CORPORATION

By: /s/ CURTIS M. STEVENS
Curtis M. Stevens
Executive Vice President and Chief
Financial Officer
(Principal Financial Officer)

Date: February 4, 2005

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Nonqualified Stock Option
10.2	Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Restricted Stock
10.3	Award Agreement Under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan - Incentive Shares

**AWARD AGREEMENT
Under the
Louisiana-Pacific Corporation
1997 Incentive Stock Award Plan**

NONQUALIFIED STOCK OPTION

Corporation: Louisiana-Pacific Corporation
414 Union Street
Suite 2000
Nashville, Tennessee 37219

Participant: _____

Grant Date: February 4, 2005

Option: A Nonqualified Stock Option

Option Shares: Shares

Exercise Price: \$ per Share

Subject to the terms and conditions of the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended, (the "Plan") and this Agreement, effective as of the Grant Date, Corporation grants to Participant the Option to purchase the Option Shares at the Exercise Price.

The provisions of Appendix A attached to this Agreement are incorporated by reference as part of this Agreement.

LOUISIANA-PACIFIC CORPORATION

By _____
Its _____

Participant

**APPENDIX A
To
Award Agreement for Nonqualified Stock Option**

This Award Agreement evidences the grant of a Non-qualified Stock Option (the "Option") to Participant under the Plan.

Capitalized terms are defined in Section 8.

1. Option Shares; Adjustment

In the event of a declaration of a stock dividend or a stock split (whether effected as a dividend or otherwise) by Corporation where the record date for such dividend or stock split is after the Grant Date, the number of Option Shares and the Exercise Price will automatically be adjusted proportionately to reflect the effect of such dividend or stock split.

2. Terms of the Option

The Option is subject to all applicable provisions of the Plan and to the following terms and conditions:

2.1 Nonqualified Stock Option. The Option is not intended to qualify as an incentive stock option meeting the requirements of IRC § 422.

2.2 Term. The term of the Option extends ten years from the Grant Date unless terminated earlier in accordance with this Agreement.

2.3 Exercisability. The Option initially will not be exercisable and, unless the Option is terminated or canceled earlier or the exercisability of the Option is accelerated in accordance with this Agreement, the Option may be exercised from time to time to purchase a whole number of Option Shares up to the following limits:

(a) Prior to the first anniversary of the Grant Date, the Option may not be exercised;

(b) During the one-year period beginning on the first anniversary of the Grant Date, the Option may be exercised to purchase up to one-third of the total Option Shares;

(c) During the one-year period beginning on the second anniversary of the Grant Date, the Option may be exercised to purchase up to two-thirds of the total Option Shares; and

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(d) On and after the third anniversary of the Grant Date, the Option may be exercised to purchase all the Option Shares.

2.4 Effect of Termination of Employment. The Option may not be exercised (in whole or in part) unless Participant is continuously employed by an Employer from the Grant Date through at least the first anniversary of the Grant Date. If Participant ceases to be an Employee for any reason on or after the first anniversary of the Grant Date, the term of the Option will continue for the applicable Continuation Period. The Option will remain exercisable during the Continuation Period, if at all, only to the extent the Option had become exercisable pursuant to Sections 2.3 and 2.10 of this Agreement on or prior to the Termination Date. The Option, to the extent not previously exercised, will be canceled automatically at the end of the applicable Continuation Period.

2.5 Method of Exercise. The Option, or any portion thereof, may be exercised, to the extent it has become exercisable pursuant to this Agreement, by delivery of written notice to Corporation stating the number of Shares, form of payment, and proposed date of closing.

2.6 Other Documents. Upon any exercise of the Option, Participant must furnish Corporation before the closing of such exercise such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations.

2.7 Payment. The Exercise Price for the Shares purchased upon exercise of the Option must be paid in full in United States dollars at or before closing by one or a combination of the following:

2.7.1 Payment in cash or certified check or bank draft payable to the order of Corporation;

2.7.2 Delivery of previously acquired Shares having a Fair Market Value equal to the Exercise Price; or

2.7.3 By delivery (in a form approved by the Committee) of an irrevocable direction to a securities broker acceptable to the Committee:

(a) To sell Shares subject to the Option and to deliver all or a part of the sales proceeds to Corporation in payment of all or a part of the Exercise Price and withholding taxes due; or

(b) To pledge Shares subject to the Option to the broker as security for a loan and to deliver all or a part of the loan proceeds to Corporation in payment of all or a part of the Exercise Price and withholding taxes due.

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2.8 Previously Acquired Shares. Delivery of previously acquired Shares in full or partial payment for the exercise of the Option is subject to the following conditions:

2.8.1 The Shares tendered must be in good delivery form;

2.8.2 Any Shares remaining after satisfying the payment for the Option will be reissued in the same manner as the Shares tendered;

2.8.3 No fractional Shares will be issued and whenever payment of the full Exercise Price with Shares would require delivery of a fractional Share, Participant must deliver the next lower whole number of Shares and make a cash payment to Corporation for the balance of the Exercise Price; and

2.8.4 Shares may be tendered in full or partial payment of the Exercise Price only in connection with the exercise of the Option with respect to at least 2,000 Shares.

2.9 Transferability.

2.9.1 General. Except as provided in Section 2.9.2, the Option is not transferable other than by will or the laws of descent and distribution and may be exercised during the lifetime of Participant only by Participant or, in the case Participant becomes legally incompetent, by Participant's guardian or legal representative. No assignment or transfer of the Option in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Option, the Option will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Option may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

2.9.2 Permitted Family Transfers. The Option may be transferred by Participant, without payment of consideration, to Participant's immediate family members or lineal descendants ("Permitted Family Members"), to trusts for the benefit of Permitted Family Members, or to family partnerships or limited liability companies of which Participant and Permitted Family members are the only partners or members. For purposes of this Section, a transfer of the Option to a family partnership or limited liability company in exchange for a partnership or limited liability company interest will be deemed to be a transfer without payment of consideration.

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2.10 Effect of Change in Control.

2.10.1 Acceleration of Vesting. Upon a Change in Control Date, the Option, to the extent it had not yet become exercisable, will become fully exercisable. This acceleration will not extend the date on which the Option terminates. If, or to the extent, the acceleration of the exercisability of the Option pursuant to this Section results in an “excess parachute payment” within the meaning of Section 280G of the Code, Corporation will reimburse Participant, on an after-tax basis, for (1) any excise tax imposed by Section 4999(a) of the Code that is directly attributable to the acceleration of the exercisability of the Option, and (2) any income taxes and excise taxes imposed on any reimbursement pursuant to this sentence. For purposes of computing any after-tax reimbursement, Participant will be deemed to pay federal, state, and local income taxes (for the state and locality of Participant’s residence) at the highest effective combined marginal rates (giving effect to the deductibility of state and local taxes) for the tax year in which the reimbursement payment is made. No reimbursement will be due pursuant to this Section if, or to the extent, Participant is entitled to payment or reimbursement for the same amounts under any other agreement with Corporation.

2.10.2 Dissolution. The Option will terminate upon the effective date of a dissolution or liquidation of Corporation.

2.10.3 Merger. In the event of a merger or consolidation in which Corporation is not the resulting or surviving corporation (or in which Corporation is the resulting or surviving corporation but becomes a subsidiary of another corporation), the Option will automatically be converted into an option to purchase a number of shares of the stock of the resulting or surviving corporation (or, in the event Corporation becomes a subsidiary of another corporation, such other corporation) into which Corporation’s Shares are converted in the transaction with such terms and conditions, both as to number of shares, option price, and otherwise, as will substantially preserve the economic rights and benefits of Participant under this Agreement.

3. Tax Reimbursement

It is a condition of Corporation’s obligation to issue Shares in connection with an exercise of the Option that Participant pay to Corporation, or make provision satisfactory to Corporation for the payment of, an amount sufficient to provide for any withholding or similar tax liability imposed on Corporation in connection with or with respect to any exercise of the Option.

4. Conditions Precedent

Corporation will use its best efforts to obtain approval of the Plan and this Option by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this Option will terminate on notice to Participant to that effect. Without limiting the

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foregoing, Corporation will not be required to issue any Shares upon exercise of all or any portion of the Option until Corporation has taken all action required to comply with all applicable federal and state securities laws.

5. Successorship

Subject to restrictions on transferability set forth in Section 2.9, this Agreement will be binding upon and benefit the parties, their successors and assigns.

6. Notices

Any notices under this Option must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation’s records or to such other address as a party may certify by notice to the other party.

7. Arbitration

Any dispute or claim that arises out of or that relates to this Agreement or to the interpretation, breach, or enforcement of this Agreement, must be resolved by mandatory arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

8. Defined Terms

When used in this Agreement, the following terms have the meaning specified below:

- **Acquiring Person** means any person or related person or related persons which constitute a “group” for purposes of Section 13(d) and Rule 13d-5 under the Securities Exchange Act of 1934 (the “Exchange Act”), as such Section and Rule are in effect as of the Grant Date; provided, however, that the term Acquiring Person shall not include (a) Corporation or any of its Subsidiaries, (b) any employee benefit plan or related trust of Corporation or any of its Subsidiaries, (c) any entity holding voting capital stock of Corporation for or pursuant to the terms of any such employee benefit plan, or (d) any person or group solely because such person or group has voting power with respect to capital stock of Corporation arising from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the Exchange Act.
- **Approved Retirement** means termination of employment with an Employer after Participant attains age 60, but only if such retirement is approved by Corporation’s Chief Executive Officer

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(CEO) in his sole discretion and, in the case of termination of the CEO, by the Compensation Committee of the Board of Directors of the Corporation in its sole discretion.

- **Change in Control** of Corporation means:

(a) The acquisition by any Acquiring Person of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of the combined voting power of the then outstanding Voting Securities; provided, however, that for purposes of this paragraph (a) the following acquisitions will not constitute a Change in Control: (i) any acquisition directly from Corporation, (ii) any acquisition by Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Corporation or any corporation controlled by Corporation, or (iv) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii), and (iii) of paragraph (c) of this definition of Change in Control; or

(b) During any period of 12 consecutive calendar months, individuals who at the beginning of such period constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director during the period whose election, or nomination for election, by Corporation's stockholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Corporation (a "Business Combination") in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Securities outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Corporation or all or substantially all of Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions

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as their ownership, immediately prior to such Business Combination, of the Voting Securities, (ii) no Person (excluding any employee benefit plan, or related trust, of Corporation or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20 percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Corporation of any plan or proposal for the liquidation or dissolution of Corporation.

- **Change in Control Date** means the first date following the Grant Date on which a Change in Control has occurred.

- **Continuation Period** means a period during which the Option continues to be exercisable after termination of Employment, namely the period ending on the earlier of the expiration of the original term of the Option or:

(a) If the termination of Employment is by reason of Participant's death or Disability, the expiration of one year following the Termination Date;

(b) If the termination of Employment is by reason of Participant's Approved Retirement, the expiration of two years following the Termination Date;

(c) In the case of an involuntary termination of Participant's Employment by an Employer, the expiration of five business days following the Termination Date; or

(d) If the termination of Employment is for any other reason, the expiration of 30 days following the Termination Date.

(e) Notwithstanding (a) through (d) above, if a Participant terminates Employment for any reason other than involuntary termination by an Employer for cause and has attained age 55 and completed five years of service (as that term is defined in the Louisiana-Pacific Retirement

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Account Plan) upon the Termination Date, the period ending on the expiration of the original term of the Option.

- **Disability** means the condition of being permanently unable to perform Participant's duties for an Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of at least 12 months.

- **Employee and Employment** both refer to service by Participant as a full-time or part-time employee of an Employer, and include periods of illness or other leaves of absence authorized by an Employer. A transfer of Participant's Employment from one Employer to another will not be treated as a termination of Employment.

- **Employer** means Corporation or a Subsidiary of Corporation.

- **Termination Date** means the date Participant ceases to be an Employee.
- **Voting Securities** means Corporation's issued and outstanding securities ordinarily having the right to vote at elections of directors.
- Capitalized terms not otherwise defined in this Agreement have the meanings given them in the Plan.

AWARD AGREEMENT AND STOCK POWER

**Under the
Louisiana-Pacific Corporation
1997 Incentive Stock Award Plan**

RESTRICTED STOCK

Corporation: Louisiana-Pacific Corporation
414 Union Street
Suite 2000
Nashville, Tennessee 37219

Participant: _____

Grant Date: February 4, 2005

Award: The Award of Restricted Stock granted pursuant to this Award Agreement

Restricted Stock: Shares of Corporation's Common Stock subject to the Restrictions set forth in this Award Agreement

Plan: The Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended

Restriction Period: The three-year period ending on the third anniversary of the Grant Date, or at such earlier date as specified in Appendix A to this Award Agreement.

AGREEMENT

Corporation and Participant agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Award Agreement have the meanings given them in Section 9 of Appendix A to this Award Agreement.
2. Grant of Restricted Stock. Subject to the terms and conditions of the Plan and this Award Agreement, including Appendix A, effective as of the Grant Date, Corporation grants to Participant an Award for the number of shares of Restricted Stock specified above.
3. Restrictions. Participant acknowledges that the Restricted Stock is subject to the Restrictions and all the terms and conditions set forth in this Award Agreement.

4. Federal Tax Elections. Participant agrees to notify Corporation promptly if Participant makes an election under Code Section 83(b) with respect to the Restricted Stock.

5. Certificate. Participant agrees that the Certificate for the Restricted Stock, together with an executed counterpart of this Award Agreement and Stock Power, will be held by Corporation until the expiration of the Restricted Stock Period with respect to this Award.

STOCK POWER

Effective as of the Grant Date, Participant assigns and transfers to Corporation the shares of Restricted Stock evidenced by the Certificate and appoints _____ as attorney-in-fact to transfer the stock on the books of Corporation, with full power of substitution. Although Participant is the owner of the Restricted Stock, Corporation will hold the Certificate and this Stock Power during the Restriction Period described in the Award Agreement. Upon expiration of the Restriction Period, Corporation will return this Stock Power to Participant, together with a new, unrestricted, certificate for the Restricted Stock.

Corporation: LOUISIANA-PACIFIC CORPORATION

By _____
Its _____

Participant: _____

**APPENDIX A
To**

Award Agreement and Stock Power for

Restricted Stock

This Award Agreement evidences the grant of an Award for shares of Restricted Stock to Participant under the Plan.

Capitalized terms are defined in Section 9 of this Appendix A.

1. Shares of Restricted Stock; Adjustment

In the event of a declaration of a stock dividend or a stock split (whether effected as a dividend or otherwise) by Corporation where the record date for such dividend or stock split is after the Grant Date, the number of shares of Restricted Stock automatically will be adjusted proportionately to reflect the effect of such dividend or stock split. The number of shares of Restricted Stock will not be adjusted to reflect cash dividends paid with respect to Corporation's common stock during the Service Period.

2. Terms of Award

This Award is subject to all the provisions of the Plan and to the following terms and conditions:

2.1 Restricted Stock. Subject to the Restrictions set forth in this Section, Corporation has granted the Restricted Stock to Participant as of the Grant Date.

2.1.1 Restrictions During Restriction Period. During the Restriction Period:

(a) Nontransferable. Participant may not sell, assign, pledge, or otherwise transfer or encumber the Award or the Restricted Stock subject to the Award. Neither this Award nor the shares of Restricted Stock is transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award or the Restricted Stock in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Award or the Restricted Stock, the Award will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Award Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award or the Restricted Stock may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

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(b) Forfeiture. In the event Participant ceases to be an Employee of an Employer prior to the expiration of the Restriction Period, Participant will immediately and automatically forfeit all shares of Restricted Stock subject to the Award, the Restricted Stock will automatically revert to Corporation, and Participant will cease to have any rights as a stockholder with respect to such Restricted Stock.

2.1.2 Rights During Restriction Period. During the Restriction Period, Participant will have (except as expressly provided in Section 2.1.1) all the rights of a stockholder with respect to the Restricted Stock, including without limitation the right to exercise all voting rights with respect to the Restricted Stock and the right to receive cash dividends with respect to the Restricted Stock. Stock dividends issued with respect to Restricted Stock will be treated as additional shares of Restricted Stock covered by the Award and will be subject to the same Restrictions.

2.1.3 Stock Certificates. Certificates for shares of Restricted Stock subject to this Award Agreement will be issued in Participant's name and held by Corporation, together with an executed counterpart of the Award Agreement and Stock Power, until the Restrictions lapse at the expiration of the Restriction Period or until the Restricted Stock is forfeited as provided in Section 2.1.1(b). During the Restriction Period, each certificate for shares of Restricted Stock will bear a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED AS RESTRICTED STOCK UNDER THE LOUISIANA-PACIFIC CORPORATION 1997 INCENTIVE STOCK AWARD PLAN (THE "PLAN") AND ARE SUBJECT TO RESTRICTIONS ON THEIR TRANSFER, DISPOSITION, OR ENCUMBRANCE SET FORTH IN THE PLAN. A COPY OF THE PLAN MAY BE OBTAINED FROM LOUISIANA-PACIFIC CORPORATION.

Certificates for shares of Restricted Stock may also bear any other restrictive legends required by law or any other agreement.

2.2 Settlement of Award.

2.2.1 General. Upon the Vesting of shares of Restricted Stock under this Award due to expiration of the Restriction Period, this Award will be settled on a settlement date selected by the Committee as soon as practicable after the end of the Restriction Period by the delivery to Participant of a new stock certificate for the Vested shares of stock subject to the Award issued in Participant's name, without the legend described in Section 2.1.3, together with the Restricted Stock Award Agreement and Stock Power previously held by Corporation.

2.2.2 Lapse of Restrictions. Upon settlement of the Award pursuant to Section 2.2.1, the stock subject to the Award will no longer be subject to the Restrictions.

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2.3 Employment Requirement; Accelerated Vesting.

2.3.1 General. Except as otherwise expressly provided in Sections 2.3.2 or 2.3.3, if Participant ceases to be an Employee for any reason prior to the end of the Restriction Period, this Award will be canceled and Participant will forfeit the Restricted Stock as provided in Section 2.1.1(b) and this Award will be cancelled and Participant will not receive any other payment with respect to this Award.

2.3.2 Death or Disability. In the event Participant dies or terminates Employment by reason of Disability prior to the end of the Restriction Period, the Award and the Restricted Stock will automatically become 100% Vested as of the date of death or termination by reason of Disability.

2.3.3 Change in Control. Upon the occurrence of a Change in Control Date prior to the end of the Restriction Period, the Award and the Restricted Stock will automatically become 100% Vested as of the Change in Control Date

2.4 Reimbursement. If or to the extent the accelerated Vesting of the Award in connection with a Change in Control pursuant to Section 2.3.3 results in an “excess parachute payment” within the meaning of Section 280G of the Code, Corporation will reimburse Participant, on an after-tax basis, for (i) any excise tax imposed by Section 4999(a) of the Code that is directly attributable to such accelerated delivery, and (2) any income taxes and excise taxes imposed on any reimbursement pursuant to this Section 2.4. For purposes of computing any after-tax reimbursement, Participant will be deemed to pay federal, state, and local income taxes (for the state and locality of Participant’s residence) at the highest effective combined marginal rates (giving effect to the deductibility of state and local taxes) for the tax year in which the reimbursement payment is made. No reimbursement will be due pursuant to this Section 2.4 if, or to the extent, Participant is entitled to payment or reimbursement for the same amounts under any other agreement with Corporation.

2.5 Other Documents. Participant will be required to furnish Corporation such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations as a condition of Corporation’s obligation to settle this Award.

2.6 Transferability. The Restricted Stock is subject to the restrictions on transferability set forth in Section 2.1.1(a). This Award is not transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Award, the Award will terminate and be of no force or effect. Whenever the word “Participant” is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award may be

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transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

3. **Rights as Stockholder**

During the Restriction Period, Participant will have the rights of a stockholder as provided in Section 2.1.2.

4. **Taxes; Tax Election**

4.1 Withholding Taxes.

4.1.1 General. Participant acknowledges that Participant is responsible for payment of all federal, state, and local withholding taxes and Participant’s portion of all applicable payroll taxes imposed in connection with (i) the grant of the Award and the Restricted Stock, (ii) the Vesting of the Restricted Stock, (iii) an election by Participant under Code Section 83(b) with respect to this Award, and/or (iv) payment by Corporation of dividends with respect to the Restricted Stock during the Restriction Period (collectively, the “Applicable Taxes”). Corporation’s obligation to issue unrestricted stock in settlement of the Award is expressly conditioned on Participant’s making arrangements satisfactory to Corporation, in its sole and absolute discretion, for the payment of all Applicable Taxes.

4.1.2 Method of Payment. Participant may pay to Corporation (in cash or by check) an amount equal to the Applicable Taxes. In the event that Participant does not submit payment of the entire amount of Applicable Taxes, Participant expressly authorizes Corporation, in its sole and absolute discretion, (a) to withhold all or a portion of the remaining balance of the Applicable Taxes from other amounts payable in cash (as compensation or otherwise) by Corporation or any Employer to Participant, and/or (b) to withhold a number of unrestricted shares (thus reducing the number of unrestricted shares to be issued to Participant) having a fair market value (as of the date the Award is settled) equal to the remaining balance of the Applicable Taxes.

4.2 Effect of Tax Election. In the event Participant makes a timely election under Code Section 83(b) with respect to this Award, the Restricted Stock will be deemed (for income tax purposes) to be transferred to Participant effective as of the Grant Date (and any obligation for withholding tax liability imposed by subsequent changes in tax laws would be due as of the Grant Date). However, such an election will not affect the Restrictions or terminate the Restriction Period for the Award.

5. **Conditions Precedent**

Corporation will use its best efforts to obtain approval of the Plan and this Award by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this Award will terminate on notice to Participant to that effect. Without limiting the foregoing, Corporation will not be required to issue any certificates for Restricted Stock,

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or any portion thereof, until Corporation has taken all action required to comply with all applicable federal and state securities laws.

6. **Successorship**

Subject to restrictions on transferability set forth in Sections 2.1.1(a) and 2.6, this Award Agreement will be binding upon and benefit the parties, their successors and assigns.

7. **Notices**

Any notices under this Award Agreement must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation's records or to such other address as a party may certify by notice to the other party.

8. Arbitration

Any dispute or claim that arises out of or that relates to this Award Agreement or to the interpretation, breach, or enforcement of this Award Agreement, shall be resolved by mandatory arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

9. Defined Terms

When used in this Award Agreement, the following terms have the meaning specified below:

Acquiring Person means any person or related person or related persons which constitute a "group" for purposes of Section 13(d) and Rule 13d-5 under the Securities Exchange Act of 1934 (the "Exchange Act"), as such Section and Rule are in effect as of the Grant Date; provided, however, that the term Acquiring Person shall not include (a) Corporation or any of its Subsidiaries, (b) any employee benefit plan or related trust of Corporation or any of its Subsidiaries, (c) any entity holding voting capital stock of Corporation for or pursuant to the terms of any such employee benefit plan, or (d) any person or group solely because such person or group has voting power with respect to capital stock of Corporation arising from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the Exchange Act.

Change in Control of Corporation means:

(a) The acquisition by any Acquiring Person of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or

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more of the combined voting power of the then outstanding Voting Securities; provided, however, that for purposes of this paragraph (a) the following acquisitions will not constitute a Change in Control: (i) any acquisition directly from Corporation, (ii) any acquisition by Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Corporation or any corporation controlled by Corporation, or (iv) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii), and (iii) of paragraph (c) of this definition of Change in Control; or

(b) During any period of 12 consecutive calendar months, individuals who at the beginning of such period constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director during the period whose election, or nomination for election, by Corporation's stockholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Corporation (a "Business Combination") in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Securities outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Corporation or all or substantially all of Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Voting Securities, (ii) no Person (excluding any employee benefit plan, or related trust, of Corporation or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20 percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution

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of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Corporation of any plan or proposal for the liquidation or dissolution of Corporation.

Change in Control Date means the first date following the Grant Date on which a Change in Control has occurred.

Disability means the condition of being permanently unable to perform Participant's duties for an Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of at least 12 months.

Employee and Employment both refer to service by Participant as a full-time or part-time employee of an Employer, and include periods of illness or other leaves of absence authorized by an Employer. A transfer of Participant's Employment from one Employer to another will not be treated as a termination of Employment.

Employer means Corporation or a Subsidiary of Corporation.

Restricted Stock means the number of shares of Restricted Stock issuable to Participant pursuant to this Award as specified on the cover sheet to this Award Agreement.

Restriction Period means the period commencing on the Grant Date for the Award and ending on the first to occur of:

- (a) The expiration of the period specified on the cover page to this Award Agreement;
- (b) The termination of Participant's employment with an Employer by reason of:
 - (i) Death; or
 - (ii) Disability;
- (c) A Change in Control of Corporation.

Restrictions mean the provisions of Section 2.1 that govern the forfeiture of the Award and the shares of Restricted Stock during the Restriction Period.

Termination Date means the date Participant ceases to be an Employee.

Vest or **Vesting** means, with respect to this Award, the time when the Participant's Restricted Stock is no longer subject to forfeiture under Section 2.1.1(b).

Voting Securities means Corporation's issued and outstanding securities ordinarily having the right to vote at elections of directors.

Capitalized terms not otherwise defined in this Award Agreement have the meanings given them in the Plan.

AWARD AGREEMENT
Under the
Louisiana-Pacific Corporation
1997 Incentive Stock Award Plan

INCENTIVE SHARES
(Restricted Stock Units)

Corporation: Louisiana-Pacific Corporation
414 Union Street
Suite 2000
Nashville, Tennessee 37219

Participant: _____

Grant Date: February 4, 2005

Award: Incentive Shares

Incentive Shares: Shares of Corporation's Common Stock

Service Period: The three-year period ending on the third anniversary of the Grant Date.

Subject to the terms and conditions of the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended, (the "Plan") and this Agreement, effective as of the Grant Date, Corporation grants to Participant the right to receive the number of Incentive Shares specified above.

The provisions of Appendix A attached to this Agreement are incorporated by reference as part of this Agreement.

LOUISIANA-PACIFIC CORPORATION

By _____
Its _____

Participant

APPENDIX A
To
Award Agreement for Incentive Shares

This Award Agreement evidences the grant of an Award for Incentive Shares to Participant under the Plan.

Capitalized terms are defined in Section 9 of this Appendix A.

1. Incentive Shares; Adjustment

In the event of a declaration of a stock dividend or a stock split (whether effected as a dividend or otherwise) by Corporation where the record date for such dividend or stock split is after the Grant Date, the number of Incentive Shares automatically will be adjusted proportionately to reflect the effect of such dividend or stock split. The number of Incentive Shares will not be adjusted to reflect cash dividends paid with respect to Corporation's common stock during the Service Period.

2. Terms of Award

This Award is subject to all the provisions of the Plan and to the following terms and conditions:

2.1 **Incentive Shares.** If Participant remains an Employee through the end of the Service Period, Participant will become entitled to receive the Incentive Shares. In the event Participant terminates Employment before the end of the Service Period, Participant will be entitled to receive the number of Incentive Shares, if any, described in Section 2.3. Any portion of this Award that does not become Vested pursuant to this Agreement will be canceled and Participant will not receive any Shares or other payment with respect to such non-Vested portion of the Award.

2.2 **Settlement of Award.**

2.2.1 **General.** Except as provided in Section 2.2.2, this Award will be settled on a settlement date selected by the Committee as soon as practicable after the end of the Service Period by the delivery to Participant of an unrestricted certificate for the Incentive Shares.

2.2.2 **Early Settlement.** In the event Participant (or Participant's representative) becomes entitled to receive Incentive Shares pursuant to Section 2.3.2 (on account of death or Disability) or Section 2.3.3 (on account of a Change in Control), this Award will be settled on a settlement date selected

by the Committee as soon as practical after the Termination Date, Change in Control Date, or Share Price Vesting date, respectively, by the delivery to Participant of an unrestricted certificate for the number of Incentive Shares determined pursuant to those Sections.

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2.3 Employment Requirement; Accelerated Vesting.

2.3.1 General. Except as otherwise expressly provided in Sections 2.3.2 and 2.3.3, if Participant ceases to be an Employee for any reason prior to the end of the Service Period, this Award will be canceled and Participant will not receive any Shares or other payment with respect to this Award.

2.3.2 Death or Disability. In the event Participant dies or terminates Employment by reason of Disability prior to the end of the Service Period, Participant or Participant's representative will become Vested in and entitled to receive 100 percent of the number of Incentive Shares.

2.3.3 Change in Control. Upon the occurrence of a Change in Control Date prior to the end of the Service Period, Participant will become Vested in and entitled to receive 100 percent of the Incentive Shares.

2.4 Reimbursement. If or to the extent the accelerated delivery of Incentive Shares in connection with a Change in Control pursuant to Section 2.3.3 results in an "excess parachute payment" within the meaning of Section 280G of the Code, Corporation will reimburse Participant, on an after-tax basis, for (i) any excise tax imposed by Section 4999(a) of the Code that is directly attributable to such accelerated delivery, and (2) any income taxes and excise taxes imposed on any reimbursement pursuant to this Section 2.4. For purposes of computing any after-tax reimbursement, Participant will be deemed to pay federal, state, and local income taxes (for the state and locality of Participant's residence) at the highest effective combined marginal rates (giving effect to the deductibility of state and local taxes) for the tax year in which the reimbursement payment is made. No reimbursement will be due pursuant to this Section 2.4 if, or to the extent, Participant is entitled to payment or reimbursement for the same amounts under any other agreement with Corporation.

2.5 Other Documents. Participant will be required to furnish Corporation such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations as a condition of Corporation's obligation to issue any Incentive Shares.

2.6 Transferability. This Award is not transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Award, the Award will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

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3. **Rights as Stockholder**

Prior to the issuance of a certificate for Incentive Shares in settlement of this Award, Participant will have no rights as a stockholder of Corporation with respect to this Award or the Incentive Shares.

4. **Withholding Taxes**

Participant acknowledges that Participant is responsible for payment of all federal, state, and local withholding taxes and Participant's portion of all applicable payroll taxes imposed in connection with the Award or the Incentive Shares (collectively, the "Applicable Taxes"). Corporation's obligation to issue Incentive Shares in settlement of the Award is expressly conditioned on Participant's making arrangements satisfactory to Corporation, in its sole and absolute discretion, for the payment of all Applicable Taxes.

Participant may pay to Corporation (in cash or by check) an amount equal to the Applicable Taxes. In the event that Participant does not submit payment of the entire amount of Applicable Taxes, Participant expressly authorizes Corporation, in its sole and absolute discretion, (a) to withhold all or a portion of the remaining balance of the Applicable Taxes from other amounts payable in cash (as compensation or otherwise) by Corporation or any of its affiliates to Participant, and/or (b) to withhold a number of Shares (thus reducing the number of Incentive Shares to be issued to Participant) having a fair market value (as of the date the Incentive Shares are issued to Participant) equal to the remaining balance of the Applicable Taxes.

5. **Conditions Precedent**

Corporation will use its best efforts to obtain approval of the Plan and this Award by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this Award will terminate on notice to Participant to that effect. Without limiting the foregoing, Corporation will not be required to issue any certificates for Incentive Shares, or any portion thereof, until Corporation has taken all action required to comply with all applicable federal and state securities laws.

6. **Successorship**

Subject to restrictions on transferability set forth in Section 2.6, this Agreement will be binding upon and benefit the parties, their successors and assigns.

7. **Notices**

Any notices under this Agreement must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation's records or to such other address as a party may certify by notice to the other party.

8. Arbitration

Any dispute or claim that arises out of or that relates to this Agreement or to the interpretation, breach, or enforcement of this Agreement, shall be resolved by mandatory arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

9. Defined Terms

When used in this Agreement, the following terms have the meaning specified below:

Acquiring Person means any person or related person or related persons which constitute a “group” for purposes of Section 13(d) and Rule 13d-5 under the Securities Exchange Act of 1934 (the “Exchange Act”), as such Section and Rule are in effect as of the Grant Date; provided, however, that the term Acquiring Person shall not include (a) Corporation or any of its Subsidiaries, (b) any employee benefit plan or related trust of Corporation or any of its Subsidiaries, (c) any entity holding voting capital stock of Corporation for or pursuant to the terms of any such employee benefit plan, or (d) any person or group solely because such person or group has voting power with respect to capital stock of Corporation arising from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the Exchange Act.

Change in Control of Corporation means:

(a) The acquisition by any Acquiring Person of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of the combined voting power of the then outstanding Voting Securities; provided, however, that for purposes of this paragraph (a) the following acquisitions will not constitute a Change in Control: (i) any acquisition directly from Corporation, (ii) any acquisition by Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Corporation or any corporation controlled by Corporation, or (iv) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii), and (iii) of paragraph (c) of this definition of Change in Control; or

(b) During any period of 12 consecutive calendar months, individuals who at the beginning of such period constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director during the period whose election, or nomination for election, by Corporation’s stockholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election

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contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Corporation (a “Business Combination”) in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Securities outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Corporation or all or substantially all of Corporation’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Voting Securities, (ii) no Person (excluding any employee benefit plan, or related trust, of Corporation or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20 percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Corporation of any plan or proposal for the liquidation or dissolution of Corporation.

Change in Control Date means the first date following the Grant Date on which a Change in Control has occurred.

Disability means the condition of being permanently unable to perform Participant’s duties for an Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of at least 12 months.

Employee and Employment both refer to service by Participant as a full-time or part-time employee of an Employer, and include periods of illness or other leaves of absence authorized by an Employer. A transfer of Participant’s Employment from one Employer to another will not be treated as a termination of Employment.

Employer means Corporation or a Subsidiary of Corporation.

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Incentive Shares means the number of Shares issuable to Participant pursuant to this Award as specified on the cover sheet to this Award Agreement.

Service Period means the period specified on the cover page to this Award Agreement during which Participant is required to continue to provide services as a condition to the issuance of the Incentive Shares.

Termination Date means the date Participant ceases to be an Employee.

Vest or **Vesting** means, with respect to this Award, the time when Participant becomes entitled to have the Incentive Shares issued in Participant's name, which will be at the completion of the Service Period or upon the occurrence of one of the acceleration events described in Section 2.3 of this Appendix A.

Voting Securities means Corporation's issued and outstanding securities ordinarily having the right to vote at elections of directors.

Capitalized terms not otherwise defined in this Agreement have the meanings given them in the Plan.