

**ADOPTION AGREEMENT
NEW PRIME, INC. OWNER OPERATOR RETENTION REWARDS PROGRAM**

New Prime and Success Leasing (if applicable) hereby establish a deferred compensation program for the undersigned Owner Operator which is composed of this Adoption Agreement and the Contract Document of the New Prime, Inc. Owner Operator Retention Rewards Program which is made a part hereof and incorporated herein by this reference.

The name, mailing address, telephone number and Federal Tax Identification number or Social Security number of the Owner Operator is as follows:	
Name:	_____
Address:	_____

Phone	_____
Tax ID# or Social Security #	_____
Owner Code:	_____

1. The Owner Operator's first New Prime Contract Year began _____ (insert exact date) for purposes of determining Owner Operator's eligibility and vesting under the Program.

2. Owner Operator's first Success Leasing Contract Year began _____ (insert exact date but not before date in Paragraph 1 above; if none, insert N/A) for purposes of the Program.

3. Owner Operator's entitlement to receive the Deferred Compensation Amount is subject to all provisions of the Contract Document. The Deferred Compensation Amount of Owner Operator is unfunded for tax purposes and determined according to assumptions a, b (if applicable) and c.
 - a. Assumption that \$1,000 is deposited by New Prime at the close of each full New Prime Contract Year completed by the Owner Operator without a Break In Service.

 - b. If Success Leasing executes this Adoption Agreement and a Lease Agreement is held by Owner Operator during an entire Success Leasing Contract Year ending with or within the New Prime Contract Year, the assumption that \$500 is deposited by Success Leasing at the close of such full New Prime Contract Year completed by the Owner Operator without a Break In Service.

 - c. Assumption that the foregoing assumed deposit(s) economically perform, in accordance with the percentages selected, the same as the following Investment Medium(s), the economic results of which are tracked and used as an indices for calculation purposes:

(Fill in whole percentages)

Invista Capital Management—LargeCap Stock Index	_____	%
Morgan Stanley Asset Management, Inc. Asset Allocation	_____	%
8% Interest per annum compounded annually	_____	%
Total of above	(must equal 100%)	_____ %

If the percentages above are not completed, Owner Operator shall be deemed to automatically select 8% Interest per annum compounded annually. The percentages and indices selected may be modified through the use of a PIN# discussed in Subparagraph 4j below.

Owner Operator acknowledges receipt of a prospectus describing the Invista Capital Management—LargeCap Stock Index and Morgan Stanley Asset Management, Inc. Asset Allocation. No promise of earnings, gains or absence of loss is made by the Program Sponsors.

4. Owner Operator acknowledges and accepts the following:
 - a. The obligation of New Prime and/or Success Leasing to make payments to Owner Operator under the Program is a purely an unsecured contractual obligation of New Prime or Success Leasing corresponding to their respective responsibilities under Paragraph 3a and b (if applicable) above and the other provisions of the Adoption Agreement and the Contract Document.
 - b. Any benefit payments by New Prime or Success Leasing shall be made from the general funds of such company and neither New Prime nor Success Leasing will establish or maintain any special or separate fund, or otherwise segregate assets to make or assure the making of any such payment.
 - c. Owner Operator has and receives no interest or security in any assets of either New Prime or Success Leasing.
 - d. New Prime and Success Leasing are separate companies and neither company guarantees or is responsible for the performance or any payment obligation of the other company under this Program.
 - e. To the extent any right to receive payments is acquired under the Program, such right shall be no greater than the right of an unsecured creditor of New Prime for its responsibilities under Paragraph 3a above or, if applicable, Success Leasing for its responsibilities under Paragraph 3b above.
 - f. Owner Operator has reviewed and read the New Prime, Inc. Owner-Operator Retention Rewards Program Contract Document and understands this deferred compensation program is a contract consisting only of such Contract Document and this Adoption Agreement, and all previous information pertaining to this

Program, oral and written, is superceded and merged into this Adoption Agreement and the Contract Document.

- g. Owner Operator's Participation Date, eligibility and vesting are determined under the Contract Document. Benefits do not become payable unless Owner Operator has become 100% vested under the Program and thereafter Owner Operator dies, becomes Disabled or attains 65 years of age. Benefits are lost if a Break In Service occurs before 100% vesting is achieved.
- h. Owner Operator has received a Beneficiary Designation Form on which to designate a Beneficiary to receive any benefits to which Owner Operator's Beneficiary may be entitled under the Program. Such Beneficiary Designation Form must be properly completed and filed with New Prime during Owner Operator's lifetime to be effective and if no effective Beneficiary Designation Form is on file with New Prime the provisions of the Contract Document for determining a default Beneficiary shall apply.
- i. The Program may be amended, modified or terminated at any time by New Prime or Success Leasing. In event of such amendment, modification or termination, the benefits accrued will be frozen as of the date thereof and will be held as provided in the Contract Document subject to Owner Operator becoming 100% vested and meeting the Program's payment requirements; following the amendment, modification or termination assumed deposits will not occur unless the amendment, modification or termination document so provides.
- j. Owner Operator will be assigned a four digit Personal Identification Number (PIN#) under the Program. The original PIN# will be the birth date of the Owner Operator (or person named in paragraph 6 below) in a four digit format (first two digits shall identify the month, next two digits shall identify the day). Owner Operator may modify such PIN# by following procedures established by the Program from time to time. The PIN # is used to access information pertaining to Owner Operator's Deferred Compensation Amount. Such PIN# may also be used to modify Investment Medium(s) choices. If access is gained through use of a PIN# and Investment Medium modifications are made as a result of such access, Owner Operator's Deferred Compensation amount will be affected and the economic performance mentioned in Paragraph 3c above will be different. Owner Operator is responsible for security of his/her access code including PIN#, and for the consequences of any use or misuse thereof.
- k. Statements of Owner Operator's Deferred Compensation Amount will be received at least annually under the Program and may be received as frequently as quarterly. Owner Operator must notify New Prime if a statement is not received at least annually. Statements are only estimates of the benefit calculations they reflect; benefits payable under the Program are determinable only at the Owner Operator's actual Benefit Eligibility Date and will be calculated by the Program Sponsors only at or following such Date.

5. Owner Operator selects the following option (check only one) for the payment of the Deferred Compensation Amount if and when Owner Operator becomes entitled to same:

- Lump Sum Payment.
- Annual Installments for _____ years (maximum of 25 years).

If no option is checked, Owner Operator chooses the Lump Sum Payment option.

6. If Owner Operator is comprised of more than one Person or is not a natural Person, Owner Operator hereby designates the following natural Person as Owner Operator's benchmark under the Program:

Name: _____
Address _____
Social Security # _____

7. Owner Operator is an Independent Contractor with respect to New Prime and Success Leasing and Owner Operator is not an employee of either of them. Participation of Owner Operator in the Program does not establish and shall not be deemed to establish an employer/employee relationship amongst the parties and Owner Operator or any employees, agents or servants of Owner Operator, if any, shall not be or be considered to be employees of New Prime or Success Leasing at any time, under any circumstance or for any purpose. The rights of Owner Operator under the Program are not assignable by Owner Operator to anyone.

8. Owner Operator understands that benefits received will be taxable for federal, state, and local income tax purposes and for self employment tax purposes. Owner Operator is responsible for the payment of all such taxes. Neither New Prime nor Success Leasing is responsible for or will pay such taxes for or on behalf of Owner Operator.

9. Neither New Prime nor Success Leasing provides any assurance regarding the merits of any Investment Medium under the Program. The Program Sponsor may modify the available Investment Medium selections from time to time and at any time by giving of written notice to Owner Operator.

IN WITNESS WHEREOF this Adoption Agreement has been executed as of the last date set forth below.

“OWNER OPERATOR”

Date signed: _____, 20____. _____ (Sign here)

NEW PRIME, INC.

Date signed: _____, 20____. _____ (Sign here)
Authorized Representative

SUCCESS LEASING, INC.

Date signed: _____, 20____. _____ (Sign here)
Authorized Representative