
**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 19, 2010

TTM TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

0-31285

(Commission File Number)

91-1033443

(IRS Employer Identification No.)

2630 South Harbor Boulevard, Santa Ana, CA

(Address of Principal Executive Offices)

92704

(Zip Code)

Registrant's telephone number, including area code: **(714) 327-3000**

(Former name or former address if changed since last report.)

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))
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Item 1.01. Entry into a Material Definitive Agreement

Reference is made to the information set forth under Item 5.02 of this Current Report on Form 8-K. The disclosure contained in Item 5.02 and the information contained in Exhibits 10.9 and 10.17 attached hereto are hereby incorporated by reference in their entirety into this Item 1.01.

Item 5.02. Departure of Directors and Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Employment Agreement with Kenton K. Alder

Effective March 19, 2010, the board of directors of TTM Technologies, Inc., a Delaware corporation (the “Company”), approved the Company’s entering into a Restated Employment Agreement with Kenton K. Alder (the “Restated Employment Agreement”). The Restated Employment Agreement restates and supersedes the previous employment agreement, dated December 1, 2005, between the Company and Mr. Alder. Pursuant to the Restated Employment Agreement, Mr. Alder will continue to serve as the President and Chief Executive Officer of the Company for an initial term expiring on the three year anniversary of the date of the Restated Employment Agreement, which initial term will be automatically renewed for additional one-year terms unless timely notice of non-renewal is given by either the Company or Mr. Alder. The Restated Employment Agreement provides that Mr. Alder will receive a base salary of \$605,000, which may be increased from time to time at the discretion of the Company’s board of directors. In addition, the Restated Employment Agreement provides that, in the event Mr. Alder’s employment is terminated by (1) the Company without “cause” (as defined in the Restated Employment Agreement) or (2) by Mr. Alder for “good reason” (as defined in the Restated Employment Agreement), Mr. Alder would be entitled to receive an amount in cash equal to two times the sum of (a) Mr. Alder’s base salary and (b) the amount of his annual target bonus for the year in which he was terminated assuming the achievement of 100% of the performance target levels associated with such annual target bonus. In the event Mr. Alder’s employment is terminated by (1) the Company without “cause” (as defined in the Restated Employment Agreement) or (2) by Mr. Alder for “good reason” (as defined in the Restated Employment Agreement), within 60 days prior to, or within one year after, the occurrence of a “change in control” (as defined in the Restated Employment Agreement), Mr. Alder would be entitled to receive an amount in cash equal to three times the sum of (a) Mr. Alder’s base salary and (b) the amount of his annual target bonus for the year in which he was terminated assuming the achievement of 100% of the performance target levels associated with such annual target bonus; the vesting of any stock options held by Mr. Alder that are assumed by the acquirer would be immediately accelerated; and the vesting of any restricted stock or restricted stock units held by Mr. Alder that are assumed by the acquirer would be immediately accelerated. The Restated Employment Agreement further imposes certain non-competition and non-solicitation obligations on Mr. Alder in the event his employment with the Company is terminated prior to the expiration of the term of the Restated Employment Agreement. Such non-competition and non-solicitation obligations will remain in effect for the longer of (1) a period of 12 months following termination or (2) the period during which the Company is required to pay severance to Mr. Alder under the Restated Employment Agreement.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Restated Employment Agreement, and is subject to and qualified in its entirety by reference to the Restated Employment Agreement attached hereto as Exhibit 10.9.

Change in Control Severance Agreements

Effective March 19, 2010, the board of directors of the Company approved the Company’s entering into an Executive Change in Control Severance Agreement (the “Severance Agreement”) with Steven W. Richards, the Company’s Executive Vice President and Chief Financial Officer; Shane S. Whiteside, the Company’s Executive Vice President and Chief Operating Officer; and Douglas L. Soder, the Company’s Executive Vice President. The Severance Agreement provides that, in the event the executive’s employment is terminated by (1) the Company without “cause” (as defined in the Severance Agreement) during a “pending change in control” (as defined in the Severance Agreement) or within 12 months following a “change in control” (as defined in the Severance Agreement) or (2) by the executive for “good reason” (as defined in the Severance Agreement) within 12 months following a change in control, the executive would be entitled to receive an amount in cash equal to two times the sum of (a) the executive’s annual base salary and (b) the amount of the executive’s annual target bonus for the year

in which he was terminated assuming the achievement of 100% of the performance target levels associated with such annual target bonus; and the vesting of any stock options, restricted stock, and restricted stock units assumed by the acquirer would be accelerated. The Severance Agreements supersede the previous change in control severance agreements, dated December 1, 2005, between the Company and each of Mr. Richards and Mr. Whiteside, and, in the case of Mr. Soder, supersedes the severance provisions set forth in the offer letter issued by the Company to Mr. Soder in October 2006.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Severance Agreement, and is subject to and qualified in its entirety by reference to the form of Severance Agreement attached hereto as Exhibit 10.17.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

10.9 Restated Employment Agreement, dated as of March 19, 2010, by and between Kenton K. Alder and TTM Technologies, Inc.

10.17 Form of Executive Change in Control Severance Agreement and schedule of agreements.

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.

Date: March 23, 2010

TTM TECHNOLOGIES, INC.

By: /s/ Steven W. Richards

Steven W. Richards

Executive Vice President and Chief

Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.9	Restated Employment Agreement, dated as of March 19, 2010, by and between Kenton K. Alder and TTM Technologies, Inc.
10.17	Form of Executive Change in Control Severance Agreement and schedule of agreements.

RESTATED EMPLOYMENT AGREEMENT

This Restated Employment Agreement ("Agreement") is made as of the 22nd day of March, 2010, between TTM TECHNOLOGIES, INC., a Delaware corporation (the "Company"), and KENTON K. ALDER (the "Executive").

Preliminary Statements:

- A. The Executive serves as President and Chief Executive Officer of the Company.
- B. The Company wishes to continue to retain the services of the Executive as President and Chief Executive Officer of the Company, on the terms and subject to the conditions hereinafter set forth.
- C. The Executive is willing to make his services available to the Company, on the terms and subject to the conditions hereinafter set forth.
- D. The parties desire to amend and restate that certain Employment Agreement, dated as of December 31, 2005, between the Company and the Executive (the "Existing Agreement").

Agreement:

NOW THEREFORE, in consideration of (i) the Executive's employment and continued employment with the Company, (ii) the compensation paid to the Executive and the benefits provided to the Executive in connection with such employment, and (iii) the Executive's use of the equipment, supplies, facilities and other resources of the Company and its Subsidiaries and Affiliates, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Existing Agreement is hereby amended and restated in its entirety to read as follows:

1. Interpretation of this Agreement.

(a) Defined Terms. As used herein, the following terms when used in this Agreement have the meanings set forth below:

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Base Salary" shall have the meaning given to it under §2(b) below.

"Board" means the Board of Directors of the Company.

"Cause" means any of the following: (i) the charging or indictment of the Executive or the Executive's conviction of, or entry of a plea of no contest with respect to, any felony or any crime involving moral turpitude; (ii) the commission by the Executive of any other material act of fraud or intentional dishonesty with respect to the Company or any of its Subsidiaries or Affiliates; (iii) a material breach by the Executive of his fiduciary duties to the Company or any of its Subsidiaries, including the commission by the Executive of an act of fraud or embezzlement against the Company or any of its Subsidiaries or Affiliates; (iv) failure by the Executive to perform in a material manner his properly assigned duties after at least one written warning specifically advising him of such failure and providing him with 10 days to resume performance in accordance with his assigned duties; (v) any breach by the Executive of any of the material terms of (A) this Agreement (including without limitation §§3, 4, 5, 6 or 7 hereof), or (B) any other agreement between the Company and the Executive; (vi) the association, directly or indirectly, of the Executive, for his profit or financial benefit, with any person, firm, partnership, association, entity or corporation that competes, in any material way, with the Company; (vii) the disclosing or using of any material Company Information at any time by the Executive; or (viii) any material breach of a Company

policy. Notwithstanding any provision of this Agreement which may be to the contrary, (x) the Executive will not be deemed to have been terminated for Cause unless and until there is delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board (excluding the Executive if he is a member of the Board) at a meeting of the Board (after reasonable notice to the Executive and an opportunity for the Executive to be heard before the Board), finding that in the opinion of the Board the Executive was guilty of conduct set forth above in the preceding sentence and specifying the particulars thereof in reasonable detail and (y) if the Company so requests in the notice referred to in the immediately preceding parenthetical phrase, the Executive shall not enter upon the premises of the Company or any of its Subsidiaries or Affiliates unless and until the Board shall have determined not to terminate the Executive's employment for Cause (and during such period the Executive shall continue to be entitled to receive his compensation and benefits hereunder).

"Change in Control" means the consummation of any of the following transactions:

(i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company's incorporation or a transaction in which 50% or more of the surviving entity's outstanding voting stock following the transaction is held by holders who held 50% or more of the Company's outstanding voting stock prior to such transaction; or

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company; or

(iii) any reverse merger in which the Company is the surviving entity, but in which 50% or more of the Company's outstanding voting stock is transferred to holders different from those who held the stock immediately prior to such merger; or

(iv) the acquisition by any person (or entity), directly or indirectly, of 50% or more of the combined voting power of the outstanding shares of Common Stock.

"Common Stock" means the Company's authorized common stock, \$.001 par value.

"Company" shall have the meaning given to it in the first sentence of this Agreement.

"Company Information" means Confidential Information and Trade Secrets.

"Confidential Information" means confidential data and confidential information relating to the business of the Company or any of its Subsidiaries or Affiliates (which does not rise to the status of a Trade Secret under applicable law) which is or has been disclosed to the Executive or of which the Executive became aware as a consequence of or through his employment with the Company and which has economic value, actual or potential, to the Company or any of its Subsidiaries or Affiliates and is not generally known to the competitors of the Company or any of its Subsidiaries or Affiliates. Confidential Information does not include any data or information that (i) is publicly disclosed by law or in response to an order of a court of competent jurisdiction or governmental agency, (ii) becomes publicly available through no fault of the Executive, (iii) becomes known to the Executive from a source outside the scope of his employment with the Company and its Subsidiaries not known to the Executive to be bound by a confidentiality agreement with respect to such information or (iv) has been published in a form generally available to the public prior to the date the Executive proposes to disclose or use such information. Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

"Disability" means the Executive becomes incapacitated due to physical or mental illness and, in the good faith determination of the Board, is unable to perform his assigned duties and responsibilities and such condition continues, or, in the opinion of a physician selected by the Board, is

reasonably likely to continue, for six consecutive months or for periods aggregating six months during any twelve-month period.

“Employment Period” shall have the meaning given to it in §2(a) below.

“Executive” shall have the meaning given to it in the first sentence of this Agreement.

“Good Reason” means, without the Executive’s express written consent, (i) a materially adverse alteration in the nature or status of the Executive’s responsibilities (excluding any isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company within 14 days of receipt of written notice thereof from the Executive), (ii) a reduction by the Company in the Executive’s annual base salary without the Executive’s consent, (iii) the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by him under any of the Company’s retirement, life insurance, medical, dental, accident or disability plans in which he is participating as of the date of this Agreement (or, in the event of the Executive’s resignation at any time following the occurrence of a Change in Control, as of the time immediately preceding such Change in Control), or the taking of any action by the Company which would directly or indirectly materially reduce such benefits, taken as a whole or (iv) a breach by the Company of any of the material terms of this Agreement (excluding any breach that is remedied by the Company within 14 days of receipt of written notice thereof from the Executive).

“Notice of Termination” shall have the meaning given to it in §2(a) below.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department, agency or political subdivision thereof).

“Restricted Stock” means Common Stock issued by the Company with vesting restrictions and subject to an award agreement pursuant to a stock plan of the Company.

“RSUs” mean restricted stock units granted by the Company pursuant to which the Company has agreed to issue Common Stock upon the satisfaction of vesting and/or other conditions, which RSUs are subject to an award agreement pursuant to a stock plan of the Company.

“Severance Period” means the period for which the Company is required to make payments under §2(d) below.

“Subsidiary” when used with respect to any Person means any other Person, whether incorporated or unincorporated, of which (i) more than 50% of the securities or other ownership interests or (ii) securities or other interests having by their terms ordinary voting power to elect more than 50% of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

“Target Bonus” means an amount equal to the annual bonus that the Executive would have been eligible to receive for the Company’s fiscal year in which the Executive’s employment terminates, assuming the achievement of 100% of the performance target level(s) associated with such bonus.

“Termination Date” shall have the meaning given to it in §2(a) below.

“Trade Secrets” means information of the Company or any of its Subsidiaries or Affiliates including, but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, financial data, financial plans, product or service plans or lists of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its

disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(b) Interpretation. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, as the same from time to time may be amended or supplemented and not any particular section, paragraph, subparagraph or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in masculine, feminine or neuter gender shall include the masculine, feminine and the neuter.

2. Employment.

(a) Duration. The Company agrees to employ the Executive and the Executive accepts such employment for the period beginning on the date hereof and ending on the third anniversary of the date hereof, unless sooner terminated as hereinafter set forth; *provided, however*, that the term of this Agreement automatically shall be renewed for one additional year effective as of each anniversary of the date hereof beginning with the third anniversary, unless either the Company or the Executive provides written notice to the other that the term of this Agreement shall terminate on the upcoming anniversary of the date hereof; *provided* such notice is received by the receiving party not less than ninety (90) days prior to the intended date of termination and *provided further* that the Company shall not be entitled to deliver to the Executive such notice within sixty (60) days prior to a Change in Control. If this Agreement is terminated prior to the third anniversary of the date hereof (or any automatic renewal period), the Executive’s employment shall end on (i) the date specified in a Notice of Termination given by the Executive in connection with his resignation (which, (A) in the case of resignation for Good Reason shall be not less than 30 days from the date such Notice of Termination is given and (B) in the case of resignation for any other reason, shall not be less than 90 days from the date such Notice of Termination is given), (iii) the date on which the Executive’s employment is terminated for Cause, (iv) the date specified in a Notice of Termination given by the Company at any time stating that the Board has determined that the Executive shall be terminated without Cause (termination pursuant to this clause (iv) is sometimes referred to in this Agreement as “termination without Cause”), (v) the date of the Executive’s death, or (vi) the date specified in a Notice of Termination given by the Company in connection with a termination of the Executive’s employment by reason of his Disability; For purposes of this Agreement, the term “Employment Period” shall mean such period of employment and the term “Termination Date” shall mean the date on which the Executive’s employment with the Company is terminated for any reason. Subject to the last sentence contained in the definition of “Cause,” above, any purported termination of the Executive’s employment by the Company or by the Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with §8 below, which notice shall indicate the specific termination provision in this §2(a) relied upon (and, in the case of the Executive’s resignation for Good Reason, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment for Good Reason) (a “Notice of Termination”).

(b) Salary and Benefits. During the Employment Period, in consideration for the Executive agreeing to devote his full business time and attention to the affairs of the Company, the Company will pay the Executive a base salary at the rate of \$605,000 per annum or at such higher rate as the Board designates in its sole discretion from time to time (“Base Salary”), payable in installments consistent with the Company’s normal payroll schedule, subject to applicable withholding and other taxes. In addition to the Base Salary payable to Executive pursuant to this §2(b), the Executive will be entitled to the following benefits during the Employment Period:

(i) the Executive will be entitled to participate in all medical and hospitalization, group life insurance, and any and all other fringe benefit plans as are from time to time provided by the Company to its executives;

(ii) the Executive will be entitled to a maximum of four weeks paid vacation each year (paid an Executive’s base salary), accrued up to a maximum cap of 320 hours, after

which Executive shall not accrue any additional vacation until Executive takes vacation; *provided, however*, that in no event may a vacation be taken at a time when to do so could, in the reasonable judgment of the Chairman of the Board, adversely affect the business of the Company and its Subsidiaries; and

(iii) the Executive will be entitled to reimbursement for reasonable business expenses (excluding commuting expenses) incurred by the Executive (subject to submission of appropriate substantiation by the Executive).

The Executive's accrual of or participation in plans providing for benefits will cease on the Termination Date, and the Executive will be entitled to accrued benefits pursuant to such plans only as provided in such plans or as required by law; *provided, however*, that the Executive will receive, in addition to his severance pay pursuant to §2(d) below, the amount of any accrued benefits in respect of vacation, holiday, sick leave, or other leave unused as of the Termination Date.

(c) Services. During the Employment Period, the Executive will serve as the President and Chief Executive Officer of the Company and shall have the normal duties, responsibilities and authority of such office, subject to the power of the Chairman of the Board to reasonably expand or reasonably limit such duties, responsibilities and authority and to override actions of the Executive. The Executive shall serve on the Board for so long as the Executive is President and Chief Executive Officer of the Company. The Executive will devote his best efforts and substantially all of his business time and attention (except for vacation periods and reasonable periods of illness or other incapacity) to the business of the Company and its Subsidiaries, and shall perform the duties and carry out the responsibilities assigned to him, to the best of his ability, in a diligent, trustworthy, businesslike and efficient manner for the purpose of advancing the business of the Company and its Subsidiaries. The Executive shall use his best efforts to comply with all material applicable laws, rules and regulations relating to the conduct and operation of the business of the Company and its Subsidiaries and will comply with all material policies and procedures adopted by the Board, as in effect from time to time, to govern the operations of the Company and its Subsidiaries.

(d) Severance Pay.

(i) In the event that the Executive's employment is terminated (A) by the Company without Cause at any time other than in connection with a Change in Control as described in §2(d)(ii), or (B) by the Executive for Good Reason at any time other than in connection with a Change in Control as described in §2(d)(ii), the Company shall pay to the Executive, as severance pay, within 15 calendar days after the period for revocation of the release referenced in §2(d)(iv) below has lapsed, the lump sum amount in cash equal to two times the sum of (1) the Executive's Base Salary, plus (2) the Executive's Target Bonus.

(ii) In the event that the Executive's employment is terminated (A) by the Company without Cause within 60 days prior to, or within one year after, the occurrence of a Change in Control, or (B) by the Executive for Good Reason within 60 days prior to, or within one year after, the occurrence of a Change in Control, the Company shall pay to the Executive, as severance pay, within 15 calendar days after the period for revocation of the release referenced in §2(d)(iv) below has lapsed, the lump sum amount in cash equal to three times the sum of (1) the Executive's Base Salary, plus (2) the Executive's Target Bonus.

(iii) In the event that the Executive's employment is terminated as described in §2(d)(ii), if any Company stock options held by the Executive are assumed by the surviving entity in connection with such Change in Control, the vesting of any and all such assumed options held by the Executive shall be accelerated so that all unexpired options then held by the Executive shall be fully vested and exercisable immediately upon such termination.

(a) In the event that the Executive's employment is terminated as described in §2(d)(ii), if any Restricted Stock or RSUs held by the Executive are assumed by the surviving

entity in connection with a Change in Control, vesting of any and all assumed Restricted Stock and RSUs held by the Executive shall be accelerated so that all Restricted Stock and RSUs then held by the Executive shall be fully vested and exercisable immediately upon the such termination.

(iv) In no event shall termination of the Executive's employment for any other reason (including upon or following the expiration of this Agreement on the third anniversary hereof or any extension date) entitle the Executive to severance pay or benefits from the Company or any of its Subsidiaries or Affiliates.

(iv) The Executive's right to receive, and the Company's obligation to pay and provide, any of the payments and benefits provided for in this §2(d) shall be subject to (A) the Executive's compliance with, and observance of, all of the Executive's obligations under this Agreement that continue beyond the Termination Date and (B) the Executive's execution, delivery and non-revocation of, and performance under, a release in favor of the Company and its Affiliates and Subsidiaries in the form attached hereto as Exhibit A (as such form may be modified by the Company so as to comply with all applicable laws as then in effect) within thirty (30) days of the Termination Date.

(e) Incentive Compensation. During the Employment Period, the Executive shall be entitled to receive incentive compensation with respect to each fiscal year of the Company pursuant to the terms of the Company's annual incentive compensation plan, as approved, in good faith, by the Board.

3. Nondisclosure. During the Employment Period and during the periods described in the last sentence of this §3, the Executive (a) will receive and hold all Company Information in trust and in strictest confidence, (b) will use commercially reasonable efforts to protect the Company Information from disclosure, and (c) except as required by the Executive's duties in the course of his employment by the Company, will not, directly or indirectly, use, disseminate or otherwise disclose any Company Information to any third party without the prior written consent of the Company, which may be withheld in the Company's absolute discretion. The provisions of this §3 shall survive the termination of the Executive's employment with respect to Confidential Information, for so long as any such information remains confidential through no breach of these obligations by Executive or until it becomes known by the general public, and with respect to Trade Secrets, for so long as any such information qualifies as a Trade Secret under applicable law.

4. Books and Records. All books, records, reports, writings, notes, notebooks, computer programs, sketches, drawings, blueprints, prototypes, formulas, photographs, negatives, models, equipment, chemicals, reproductions, proposals, flow sheets, supply contracts, customer lists and other documents and/or things relating in any manner to the business of the Company (including but not limited to any of the same embodying or relating to any Company Information), whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall not be copied, duplicated, replicated, transformed, modified or removed from the premises of the Company except pursuant to the business of the Company and its Subsidiaries and shall be returned immediately to the Company on termination of the Executive's employment hereunder or on the Company's request at any time.

5. Inventions and Patents. Subject to California Labor Code Section 2870, et seq., the Executive agrees that all inventions, innovations or improvements in the Company's (or any of its Subsidiaries') method of conducting its business (including new contributions, improvements, ideas and discoveries, whether patentable or not) conceived or made by him during his employment with the Company, solely or jointly with others belong to the Company, provided that this section shall not apply to an invention that the Executive developed entirely on his own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (ii) result from any work performed

by the Executive for the Company. Further, the Executive will promptly disclose such inventions, innovations or improvements (whether made solely by Executive or jointly with others during the term of his employment) to the Board and shall perform all actions reasonably requested by the Board to establish and confirm the Company's ownership of said inventions, innovations or improvements, including, but not limited to the execution of assignments and/or patent applications.

6. Other Businesses. During the Employment Period, the Executive shall not, except with the express consent of the Board (which may be withheld in the Board's absolute discretion), become engaged in, render services for, or permit his name to be used in connection with, any business other than the business of the Company and its Subsidiaries and Affiliates nor shall the Executive serve on the board of directors of any other business, trade association, organization or entity (whether public or private).

7. Non-Competition; Nonsolicitation and Noninterference.

(a) Non-Competition. The Executive acknowledges that there is a worldwide market for the products of the Company and its Subsidiaries, that the Company and its Subsidiaries engage in one or more facets of their respective businesses throughout the world, and that the Company and its Subsidiaries compete with other Persons in the business of the Company and its Subsidiaries located in jurisdictions throughout the world, including, without limitation, the territorial United States. During the Employment Period and for a period of 12 months thereafter or the Severance Period, whichever is longer, the Executive agrees that he will not, directly or indirectly, engage in or have any interest in any sole proprietorship, partnership, corporation, limited liability company or business or any other Person (other than the Company and its Subsidiaries), whether as an employee, officer, director, partner, agent, security holder, consultant or otherwise, that directly or indirectly is engaged in any business in which the Company or any of its Subsidiaries is then engaged, in the territorial United States; *provided, however*, that (i) the provisions of this §7(a) shall not apply in the event that the Employment Period is terminated by reason of the expiration of this Agreement on the third anniversary hereof or any extension date agreed to by the Executive and the Company, and (ii) nothing herein shall be deemed to prevent the Executive from acquiring through market purchases and owning, solely as an investment, less than one percent in the aggregate of the equity securities of any class of any issuer whose shares are registered under Section 12(b) or 12(g) of the Securities Exchange Act, and are listed or admitted for trading on any United States national securities exchange or are quoted on the National Association of Securities Dealers Automated Quotations System, or any similar system of automated dissemination of quotations of securities prices in common use, so long as he is not a member of any "control group" (within the meaning of the rules and regulations of the United States Securities and Exchange Commission).

(b) Nonsolicitation. During the Employment Period and for a period of 12 months thereafter or the Severance Period, whichever is longer, the Executive will not, directly or indirectly, (i) solicit for employment or employ or engage as an agent or independent contractor (or attempt to solicit for employment or employ or engage as an agent or independent contractor), for himself or on behalf of any Person (other than the Company or any of its Subsidiaries), any employee, agent or independent contractor of the Company or any of its Subsidiaries or any Person who was an employee, agent or independent contractor of the Company or any of its Subsidiaries at any time during the one-year period preceding the later of (A) the date of this Agreement and (B) the date of such solicitation, employment, engagement or attempted solicitation, employment or engagement, (ii) encourage any such employee to leave his or her employment with the Company or any of its Subsidiaries or (iii) encourage any such agent or independent contractor to terminate his, her or its engagement with the Company or any of its Subsidiaries.

(c) Noninterference. During the Employment Period and for a period of 12 months thereafter or the Severance Period, whichever is longer, the Executive will not induce or attempt to induce any customer, licensee, licensor or other business relation of the Company or any of its Subsidiaries or Affiliates to cease doing business with them, or in any way interfere with the relationship between such customer, licensee, licensor or other business relation of the Company or any of its Subsidiaries or Affiliates.

(d) Reasonableness. The Executive acknowledges and agrees that the covenants provided for in this §7 are reasonable and necessary in terms of time, area and line of business to protect the legitimate business interests of the Company and its Subsidiaries, which include their respective interests in protecting their (i) valuable confidential business information, (ii) substantial relationships with customers throughout such geographical area and (iii) customer goodwill associated with their ongoing business. To the extent that any of the covenants provided for in this §7 may later be deemed by a court to be too broad to be enforced with respect to its duration or with respect to any particular activity or geographic area, the court making such determination shall have the power to reduce the duration or scope of the provision, and to add or delete specific words or phrases to or from the provision. The provision as modified shall then be enforced. Further, to the extent a court issues an injunctive relief under this Section 9 of the Agreement, the covenant shall be extended by the period of time from the date of the violation of the covenants herein until the issuance of the injunctive relief.

8. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then five business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Executive:

Kenton K. Alder
3080 North 1400 East
North Logan, UT 84341
Fax: (435) 752-2260

If to the Company:

TTM Technologies, Inc.
2630 South Harbor Boulevard
Santa Ana, CA 92704
Attention: Chief Financial Officer
Tel: (714) 327-3000
Fax: (714) 241-1668

With copies to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, AZ 85016
Attention: Bruce E. Macdonough
Tel: (602) 445-8305
Fax: (602) 445-8618
email: macdonoughb@gtlaw.com

Either party hereto may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either party hereto may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is

held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Complete Agreement. This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

11. Counterparts. This Agreement may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Any telecopied signature shall be deemed a manually executed and delivered original.

12. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Executive and the Company and their respective successors and assigns (and, in the case of the Executive, heirs and personal representatives), except that Executive may not assign any of his rights or delegate any of his obligations hereunder.

13. Damages. Nothing contained herein shall be construed to prevent either party hereto from seeking and recovering from the other damages sustained by either or both of them as a result of its or his breach of any term or provision of this Agreement. In the event that either party hereto brings suit for the collection of any damages resulting from, or for the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, then the party found to be at fault shall pay all reasonable costs, fees (including reasonable attorneys' fees) and expenses of the other party.

14. Equitable Remedies. The Executive acknowledges and agrees that the Company would not have an adequate remedy at law in the event any of the provisions of §§3, 4, 5, 6 and 7 of this Agreement are not performed in accordance with their specific terms or are breached. Accordingly, the Executive agrees that the Company shall be entitled to an injunction or injunctions to prevent breaches of §§3, 4, 5, 6 and 7 of this Agreement and to enforce specifically the terms and provisions thereof in any action instituted in any court of competent jurisdiction, in addition to any other remedies that may be available to it.

15. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of said state. By execution and delivery of this Agreement, each party irrevocably submits to the personal and non-exclusive jurisdiction of any federal or state court of competent jurisdiction located in the City of Santa Ana, Orange County, State of California, for himself or itself to enforce this Agreement. Each party agrees that venue would be proper in any of such courts, and hereby waives any objection that any such court is an improper or inconvenient forum for the resolution of any such action. The parties further agree that the mailing by certified or registered mail, return receipt requested, to the addresses specified for notice in this Agreement, of any process or summons required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court. Notwithstanding the foregoing, the request by the Company for preliminary or permanent injunctive relief, whether prohibitive or mandatory, may be adjudicated in any jurisdiction where the Executive is subject to personal jurisdiction and where venue is proper.

16. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

17. Amendments and Waivers. No provision of this Agreement may be amended or waived without the prior written consent of the parties hereto.

18. Business Days. Whenever the terms of this Agreement call for the performance of a specific act on a specified date, which date falls on a Saturday, Sunday or legal holiday, the date for the performance of such act shall be postponed to the next succeeding regular business day following such Saturday, Sunday or legal holiday.

19. No Third Party Beneficiary. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

20. Survival. Sections 3, 4 and 5, 7 through 19 (inclusive), this §20 and §21 shall survive and continue in full force and in accordance with their terms notwithstanding any termination of the Employment Period.

21. Dispute Resolution. If the parties should have a material dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder, then the parties will resolve such dispute in the following manner: (a) either party may at any time deliver to the other a written dispute notice setting forth a brief description of the issue for which such notice initiates the dispute resolution mechanism contemplated by this §21, (b) during the 30 day period following the delivery of the notice described in clause (a) above, appropriate representatives of the various parties will meet and seek to resolve the disputed issue through negotiation, (c) if representatives of the parties are unable to resolve the disputed issue through negotiation, then within 10 days after the period described in clause (b) above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Santa Ana, California in accordance with the then existing rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof *provided, however*, that the law applicable to any controversy shall be the law of the State of California, regardless of principles of conflicts of laws. In any arbitration pursuant to this Agreement, (x) discovery shall be allowed and governed by the California Code of Civil Procedure and (y) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three members, one of whom shall be appointed by the Executive, one of whom shall be appointed by the Company and the third of whom shall be the chairman of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within 30 days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within 10 days after the commencement of the arbitration proceedings, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three member Board of Arbitration. Upon the completion of the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within no more than 30 days. Notwithstanding the foregoing, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated only by the courts permitted under §15 above.

22. Other Terms Relating to Section 409A.

(a) Except as provided in §22(b), amounts payable under this Agreement following Executive's termination of employment, other than those expressly payable on a deferred or installment basis or as reimbursement of expenses, will be paid as promptly as practicable after such a termination of employment and, in any event, within 2 1/2 months after the end of the year in which employment terminates and amounts payable as reimbursements of expenses to the Executive must be made on or before the last day of the calendar year following the calendar year in which such expense was incurred.

(b) Anything in this Agreement to the contrary notwithstanding, if (i) on the date of termination of Executive's employment with the Company or a subsidiary, any of the Company's stock is publicly traded on an established securities market or otherwise (within the meaning of Section

409A(a)(2)(B)(i) of the Internal Revenue Code, as amended (the "Code")), (ii) if Executive is determined to be a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Code, (iii) the payments exceed the amounts permitted to be paid pursuant to Treasury Regulations section 1.409A-1(b)(9)(iii) and (iv) such delay is required to avoid the imposition of the tax set forth in Section 409A(a)(1) of the Code, as a result of such termination, the Executive would receive any payment that, absent the application of this Section 9(b), would be subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earliest of (A) six months after the Executive's termination date, (B) the Executive's death or (C) such other date as will cause such payment not to be subject to such interest and additional tax (with a catch-up payment equal to the sum of all amounts that have been delayed to be made as of the date of the initial payment).

(c) It is the intention of the parties that payments or benefits payable under this Agreement not be subject to the additional tax imposed pursuant to Section 409A of the Code. To the extent such potential payments or benefits could become subject to such Section, the parties shall cooperate to amend this Agreement with the goal of giving the Executive the economic benefits described herein in a manner that does not result in such tax being imposed.

(d) A termination of employment under this Agreement shall be deemed to occur only in circumstances that would constitute a separation from service for purposes of Treasury Regulations section 1.409A-1(h)(1)(ii).

(e) Wherever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

TTM TECHNOLOGIES, INC.

By: _____
Robert E. Klatell, Chairman of the Board

KENTON K. ALDER

[DATE]
Kenton K. Alder
[ADDRESS]
[CITY], [STATE] [ZIP]

Dear Mr. Alder:

Reference is made to the Restated Employment Agreement between the Company and you dated as of March __, 2010. This letter serves to document our mutual understanding regarding the terms of your severance payments, and a full release of any and all actual or potential claims relating to periods prior to the date that this letter becomes effective.

Provided that you execute this letter (including attachments A&B) prior to the expiration of twenty-two (22) days after the date hereof and you do not subsequently revoke this letter in accordance with the provisions on revocation set forth on Attachment B hereto, we shall, as severance pay, pay you the lump sum amount of \$ __, subject to applicable withholdings, with no further benefit accrual. As provided in the Employment Agreement, our obligation to pay you such severance is subject to your continued compliance with, and observance of, all of your obligations under the Employment Agreement which continue beyond the date on which your employment with the Company terminated.

We look forward to working with you on a smooth transition of your responsibilities to others. We all appreciate your past efforts on behalf of the Company and will be happy to help you implement your future plans.

Please understand that Execution of the letter and its attachments and compliance with the letter and its attachments shall not be considered as an admission by you or the Company of any liability whatsoever; or as an admission by the Company of any violation of your rights or of any other person or of any order, law, statute, or duty; or as an admission by you of any violation of rights of the Company or of any other person or of any order, law, statute or duty.

As a condition precedent to the receipt of consideration under the letter and its attachments, you are required to return all items of Company property that you have in my possession or over which you have control, including, but not limited to, any equipment belonging to the Company, all code and computer programs, and information of whatever nature, as well as any other materials, keys, pass codes, access cards, credit cards, computers, cellular telephones, facsimile machines, copiers, phones, documents or information, including, but not limited to, trade Secrets or Confidential Information in your possession or control. Further, you shall not retain copies thereof, including electronic copies and represent that you have not destroyed information or documents belonging to the Company, except for documents routinely deleted, copies of which have already been provided to the Company.

You are to maintain the terms of the letter and its attachments as confidential and neither you, nor any person or entity acting on your behalf, shall disclose any such terms of the letter and its attachments to any third party, without the written consent of Employer, unless and only to the extent that (a) such disclosure is required by law, or (b) such terms become generally available to the public without any breach of the letter and its attachments by you: provided, however, that you may disclose the terms of the letter and its attachments to your legal, business and financial advisors, but not only to the extent such disclosure is necessary for such persons to render professional services in connection therewith, and provided that prior to disclosure to any such persons, such persons shall be furnished a copy of this Section of this Attachment A and shall agree to be bound hereby for the benefit of the Company.

Very Truly Yours,

Agreed and accepted:

KENTON K. ALDER

Date: _____

TTM TECHNOLOGIES, INC.

By: _____

Title: _____

Date: _____

Exhibit A-2

ATTACHMENT A: RELEASE AND COVENANT NOT TO SUE

1. Release. I, Kenton K. Alder, do hereby release and discharge TTM Technologies, Inc., its affiliates and subsidiaries, and each of their stockholders, officers, directors, members, managers, partners, employees, representatives, agents and affiliates (collectively, the "Employer Affiliates", and each an "Employer Affiliate") from any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist by me, which I ever had or may now have against any Employer Affiliate, from the beginning of time to the Effective Date of the letter (including its attachments), including, without limitation, any claims, demands or liabilities in connection with my employment, including wrongful termination, constructive discharge, breach of express or implied contract, unpaid wages, benefits, attorneys fees or pursuant to any federal, state, or local employment laws, regulations, or executive orders prohibiting inter alia, age, race, color, sex, national origin, religion, handicap, veteran status, and disability discrimination, including, without limitation, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the California Fair Employment and Housing Act, the Prudence Kay Poppink Act, the California Family Rights Act, the Fair Labor Standards Act, any state statute relating to employee benefits or pensions, and the Americans with Disabilities Act of 1990. This Release does not waive rights or claims that may arise after the Effective Date. I fully understand that if any fact with respect to which this Release is executed is found hereafter to be other than or different from the facts in that connection believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that the release set forth herein shall be and remain effective notwithstanding such difference in fact. I acknowledge and agree that no consideration other than as provided for by the letter to which this release is an attachment has been or will be paid or furnished by any Employer Affiliate.

2. Covenant Not to Sue I covenant and agree never, individually or with any person or in any way, to commence, aid in any way, prosecute or cause or permit to be commenced or prosecuted against any Employer Affiliate any action or other proceeding, including, without limitation, an arbitration or other alternative dispute resolution procedure, based upon any claim, demand, cause of action, obligation, damage, or liability that is the subject of this letter (including its attachments). I represent and agree that I have not and will not make or file or cause to be made or filed any claim, charge, allegation, or complaint, whether formal, informal, or anonymous, with any governmental agency, department or division, whether federal, state or local, relating to any Employer Affiliate in any manner, including without limitation, any Employer Affiliate's business or employment practices. I waive any right to monetary recovery should any administrative or governmental agency or entity pursue any claim on my behalf.

3. Waiver. I acknowledge that California Civil Code § 1542 states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Notwithstanding California Civil Code § 1542, I enter into this full waiver and release as set forth above and waive all rights or defenses under § 1542 of the California Civil Code.

4. Indemnification. I agree to indemnify and hold each Employer Affiliate harmless from and against any and all claims, including each Employer Affiliate's court costs and attorneys' fees, arising from or in connection with any claim, action, or other proceeding made, brought, or prosecuted, or caused or permitted to be commenced or prosecuted, by me, my successor(s), or assign(s) contrary to the provisions of the letter (including its attachments). It is further agreed that the letter (including its attachments) shall be deemed breached and a cause of action accrued thereon immediately upon the commencement of any action contrary to the letter (including the attachments), and in any such action the letter (including its attachments) may be pleaded by the Employer Affiliates, or any of them, both as a defense and as a counterclaim or cross-claim in such action.

5. Important General Provisions. If any provisions of the letter (including its attachments) is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions thereof, and the provision held to be invalid or unenforceable shall be enforced as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. The provisions hereof shall be governed by, and construed and enforced in accordance with, the laws of the State of California, both substantive and remedial. The undersigned hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to, or connected hereto or the relationship established under the letter (including its attachments).

5. Right to Consult Attorney. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED, IN WRITING, TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THE LETTER (INCLUDING ITS ATTACHMENTS).

Kenton K. Alder

Date: _____

Exhibit A-4

ATTACHMENT B:
WAIVER OF CLAIMS UNDER OLDER WORKERS' BENEFIT PROTECTION ACT

PURSUANT TO THE OLDER WORKERS BENEFIT PROTECTION ACT (OWBPA), WHICH APPLIES TO THE WAIVER OF RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE UNDERSIGNED STATES THAT HE HAS HAD A PERIOD OF 21 CALENDAR DAYS FROM THE DATE HE WAS PRESENTED WITH THE LETTER (INCLUDING ITS ATTACHMENTS) (*INSERT DATE*) WITHIN WHICH TO CONSIDER THE LETTER (INCLUDING ITS ATTACHMENTS) AND HIS DECISION TO EXECUTE THE SAME, THAT HE HAS CAREFULLY READ THE LETTER (INCLUDING ITS ATTACHMENTS), THAT HE HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY, THAT HE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT, THAT THE ONLY PROMISES MADE TO HIM TO SIGN THE RELEASE SET FORTH ON ATTACHMENT A ARE THOSE STATED IN THE LETTER (INCLUDING ITS ATTACHMENTS), AND THAT THE UNDERSIGNED IS SIGNING VOLUNTARILY WITH THE FULL INTENT OF RELEASING THE EMPLOYER AFFILIATES OF ALL CLAIMS.

THE UNDERSIGNED SHALL HAVE A PERIOD OF SEVEN CALENDAR DAYS FOLLOWING HIS EXECUTION OF THE LETTER (INCLUDING ITS ATTACHMENTS) TO REVOKE THE LETTER (AND ITS ATTACHMENTS). THE LETTER (AND ITS ATTACHMENTS), INCLUDING THE OBLIGATION TO PAY SEVERANCE, SHALL NOT BECOME EFFECTIVE IF THE UNDERSIGNED TIMELY EXERCISES THIS RIGHT OF REVOCATION. TO BE EFFECTIVE, ANY SUCH NOTICE OF REVOCATION MUST BE IN WRITING, AND MUST BE RECEIVED WITHIN SAID SEVEN-DAY PERIOD. THE LETTER (AND ITS ATTACHMENTS) SHALL BECOME EFFECTIVE UPON EXPIRATION OF THE REVOCATION PERIOD, IF THE UNDERSIGNED HAS NOT PRIOR THERETO EXERCISED HIS RIGHT OF REVOCATION (THE "EFFECTIVE DATE").

Kenton K. Alder

Date: _____

Exhibit A-5

FORM OF EXECUTIVE CHANGE IN CONTROL SEVERANCE AGREEMENT

This Executive Change in Control Severance Agreement (this "**Agreement**"), is made as of the 22nd day of March, 2010 (the "**Effective Date**"), by and between TTM Technologies, Inc., a Delaware corporation (the "**Company**"), and _____ (the "**Executive**").

Recitals

A. The Executive currently serves as _____ of the Company.

B. The Board of Directors of the Company (the "**Board**") acknowledges that the potential for a change in control of the Company, whether friendly or hostile, currently exists and from time to time in the future will exist, which potential can give rise to uncertainty among the senior executives of the Company. The Board considers it essential to the best interests of the Company to reduce the risk of the Executive's departure and the inevitable distraction of the Executive's attention from his or her duties to the Company, which are normally attendant to such uncertainties.

C. The Executive confirms that the terms of this Agreement reduce the risks of his or her departure and distraction of his or her attention from his or her duties to the Company and, accordingly, desires to enter into this Agreement.

Agreement

In consideration of the foregoing and the mutual covenants contained herein, the Company and the Executive agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the meanings given to them in Appendix I attached hereto, except where the context requires otherwise.

2. **Term of Agreement.** This Agreement shall be effective as of the Effective Date and shall continue in effect until the second anniversary of the Effective Date, *provided, however*, that the term of this Agreement automatically shall be extended for one additional year effective as of each anniversary of the Effective Date beginning with the second anniversary, unless either the Company or the Executive provides written notice to the other that the term of this Agreement shall terminate on the upcoming anniversary of the Effective Date, *provided* such notice is received by the receiving party not less than ninety (90) days prior to the intended date of termination and *provided further* that the Company shall not be entitled to deliver to the Executive such notice in the event of a Change in Control or a Pending Change in Control. Notwithstanding the foregoing, this Agreement shall terminate immediately upon the later to occur of (a) the termination of the Executive's employment other than in the event of a Change in Control or a Pending Change in Control or (b) 12 months following a Change in Control.

3. **At Will Employment; Reasons for Termination.** The Executive's employment shall continue to be at-will, as defined under applicable law. If the Executive's employment terminates for any reason or no reason, the Executive shall not be entitled to any compensation, benefits, damages, awards or other payments in respect of such termination, except as provided in this Agreement or pursuant to the terms of any Applicable Benefit Plan. The Executive's employment shall be deemed to be terminated upon the first to occur of the following: (a) the Executive's voluntary resignation; (b) termination by the Company for any reason; (c) the Executive's death or Long-Term Disability; and (d) termination by the Executive for Good Reason following a Change in Control.

4. **Severance Benefits.**

(a) **Compensation and Benefits Required by Law or Applicable Benefit Plan** Notwithstanding anything to the contrary herein, the Executive or his or her estate shall be entitled to any and all compensation, benefits, awards and other payments required by any Applicable Benefit Plan, the COBRA Act or other applicable law, after taking into account the agreements set forth herein.

(b) No Payments Without Release. Notwithstanding anything to the contrary contained herein, the Executive shall not be entitled to any of the compensation, benefits or other payments provided herein in respect of the termination of his or her employment, unless and until he or she has provided to the Company a full release of claims, substantially in the form of Appendix II attached hereto, which release (i) shall be dated not earlier than the date of the termination of his or her employment, (ii) shall not have been revoked by the Executive, and (iii) shall release the Company of any claims that the Executive may have in respect of his or her employment with the Company or the termination thereof.

(c) Involuntary Termination. In the event the Executive's employment is terminated under circumstances constituting an Involuntary Termination, the Executive shall be entitled to receive:

(i) within 15 calendar days after the Date of Termination, the Executive's Accrued Compensation through the Date of Termination; and

(ii) within 15 calendar days after the period for revocation of the release referenced in paragraph (b) above has lapsed, the amount in cash equal to two times the sum of (A) the Executive's annual Base Salary, plus (B) the Executive's Target Bonus.

5. Effect on Option, Restricted Stock and Restricted Stock Unit Agreements

(a) In the event options held by the Executive are assumed by the surviving entity in connection with a Change in Control, if an Involuntary Termination of the Executive's employment occurs, vesting of any and all assumed options held by the Executive shall be accelerated so that all unexpired options then held by the Executive shall be fully vested and exercisable immediately upon the Involuntary Termination.

(b) In the event Restricted Stock or RSUs held by the Executive are assumed by the surviving entity in connection with a Change in Control, if an Involuntary Termination of the Executive's employment occurs, vesting of any and all assumed Restricted Stock and RSUs held by the Executive shall be accelerated so that all Restricted Stock and RSUs then held by the Executive shall be fully vested and exercisable immediately upon the Involuntary Termination.

(c) The termination of the Executive's employment by the Company without Cause during a Pending Change in Control shall have no effect on the vesting of the options, Restricted Stock or RSUs then held by the Executive. If the Change in Control is effected, then the options, Restricted Stock and RSUs held by the Executive as of the Date of Termination shall be treated as if the Executive's employment had not been terminated and the Executive shall have rights as set forth under Section 5(a) or 5(b) above. If the Change in Control is not effected within three months following the Date of Termination, then the options and Restricted Stock held by the Executive as of the Date of Termination shall be treated as if the Executive's employment had been terminated as of such three-month anniversary of the Date of Termination.

(d) In the event the Executive's employment is terminated by the Company under any circumstances other than those described in paragraphs (a) through (c) of this Section 5, the effect of such termination of employment on the options, Restricted Stock or RSUs then held by the Executive shall be as set forth in the agreements representing such options, Restricted Stock or RSUs.

6. Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and except as set forth in Section 4, such amounts shall not be reduced whether or not the Executive obtains other employment.

7. **Successors.**

(a) This Agreement is personal to the Executive, and, without the prior written consent of the Company, shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company shall use reasonable efforts to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

8. **Miscellaneous.**

(a) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understanding, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof (including but not limited to any provisions with respect to severance payments related to any "change in control" that may be included in any prior offer letter, employment agreement or earlier executive change in control severance agreement); *provided, however*, this Agreement shall have no effect on any confidentiality agreements or assignment of inventions agreements between the parties. This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Executive:

if to the Company:

TTM Technologies, Inc.
2630 S. Harbor Boulevard
Santa Ana, CA 92704
Attn: Chief Executive Officer

With a copy to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
Attention: Bruce E. Macdonough

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such federal, state or local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) All claims by the Executive for payments or benefits under this Agreement shall be promptly forwarded to and addressed by the Compensation Committee and shall be in writing. Any denial by the Compensation Committee of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Compensation Committee shall afford the Executive a reasonable opportunity for a review of the decision denying a claim and shall further allow the Executive make a written demand upon the Company to submit the disputed matter to arbitration in accordance with the provisions of paragraph (g) below. The Company shall pay all expenses of the Executive, including reasonable attorneys and expert fees, in connection with any such arbitration. If for any reason the arbitrator has not made his or her award within one hundred eighty (180) days from the date of Executive's demand for arbitration, such arbitration proceedings shall be immediately suspended and the Company shall be deemed to have agreed to Executive's position. Thereafter, the Company shall, as soon as practicable and in any event within 10 business days after the expiration of such 180-day period, pay Executive his or her reasonable expenses and all amounts reasonably claimed by him or her that were the subject of such dispute and arbitration proceedings.

(g) Subject to the terms of paragraph (f) above, any dispute arising from, or relating to, this Agreement shall be resolved at the request of either party through binding arbitration in accordance with this paragraph (g). Within 10 business days after demand for arbitration has been made by either party, the parties, and/or their counsel, shall meet to discuss the issues involved, to discuss a suitable arbitrator and arbitration procedure, and to agree on arbitration rules particularly tailored to the matter in dispute, with a view to the dispute's prompt, efficient, and just resolution. Upon the failure of the parties to agree upon arbitration rules and procedures within a reasonable time (not longer than 15 business days from the demand), the Commercial Arbitration Rules of the American Arbitration Association shall be applicable. Likewise, upon the failure of the parties to agree upon an arbitrator within a reasonable time (not longer than 15 business days from demand), there shall be a panel comprised of three arbitrators, one to be appointed by each party and the third one to be selected by the two arbitrators jointly, or by the American Arbitration Association, if the two arbitrators cannot decide on a third arbitrator. At least 30 days before the arbitration hearing (which shall be set for a date no later than 60 days from the demand), the parties shall allow each other reasonable written discovery including the inspection and copying of documents and other tangible items relevant to the issues that are to be presented at the arbitration hearing. The arbitrator(s) shall be empowered to decide any disputes regarding the scope of discovery. The award rendered by the arbitrator(s) shall be final and binding upon both parties. The arbitration shall be conducted in Orange County in the State of California. The California District Court located in Orange County shall have exclusive jurisdiction over disputes between the parties in connection with such arbitration and the enforcement thereof, and the parties consent to the jurisdiction and venue of such court for such purpose.

(h) This Agreement shall be governed by the laws of the State of California, without giving effect to any choice of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

9. Other Terms Relating to Section 409A

(a) Except as provided in Section 9(b), amounts payable under this Agreement following Executive's termination of employment, other than those expressly payable on a deferred or installment basis or as reimbursement of expenses, will be paid as promptly as practicable after such a termination of employment and, in any event, within 2 1/2 months after the end of the year in which employment terminates and amounts payable as reimbursements of expenses to the Executive must be made on or before the last day of the calendar year following the calendar year in which such expense was incurred.

(b) Anything in this Agreement to the contrary notwithstanding, if (i) on the date of termination of Executive's employment with the Company or a subsidiary, any of the Company's stock is publicly traded on an established securities market or otherwise (within the meaning of Section 409A(a)(2)(B)(i) of the Internal Revenue Code, as amended (the "Code")), (ii) if Executive is determined to be a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Code, (iii) the payments exceed the amounts permitted to be paid pursuant to Treasury Regulations section 1.409A-1(b)(9)(iii) and (iv) such delay is required to avoid the imposition of the tax set forth in Section 409A(a)(1) of the Code, as a result of such termination, the Executive would receive any payment that, absent the application of this Section 9(b), would be subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earliest of (A) six months after the Executive's termination date, (B) the Executive's death or (C) such other date as will cause such payment not to be subject to such interest and additional tax (with a catch-up payment equal to the sum of all amounts that have been delayed to be made as of the date of the initial payment).

(c) It is the intention of the parties that payments or benefits payable under this Agreement not be subject to the additional tax imposed pursuant to Section 409A of the Code. To the extent such potential payments or benefits could become subject to such Section, the parties shall cooperate to amend this Agreement with the goal of giving the Executive the economic benefits described herein in a manner that does not result in such tax being imposed.

(d) A termination of employment under this Agreement shall be deemed to occur only in circumstances that would constitute a separation from service for purposes of Treasury Regulations section 1.409A-1(h)(1)(ii).

(e) Wherever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the Preamble hereto.

TTM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

[Name of Executive]

APPENDIX I

DEFINITIONS

(a) “**Accrued Compensation**” means an amount including all amounts earned or accrued through the Date of Termination but not paid as of the Date of Termination including (i) Base Salary, (ii) reimbursement for reasonable and necessary expenses incurred by the Executive on behalf of the Company during the period ending on the Date of Termination, (iii) vacation and sick leave pay (to the extent provided by Company policy or applicable law), and (iv) incentive compensation (if any) earned in respect of any period ended prior to the Date of Termination. It is expressly understood that incentive compensation shall have been “earned” as of the time that the conditions to such incentive compensation have been met, even if not calculated or payable at such time.

(b) “**Affiliate**” shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

(c) “**Agreement**” means this Executive Change in Control Severance Agreement, as set forth in the Preamble hereto.

(d) “**Applicable Benefit Plan**” means any written employee benefit plan in effect and in which the Executive participates as of the time of the termination of his or her employment.

(e) “**Base Salary**” means the Executive’s annual base salary at the rate in effect during the last regularly scheduled payroll period immediately preceding the occurrence of the Change in Control or termination of employment and does not include, for example, bonuses, overtime compensation, incentive pay, fringe benefits, sales commissions or expense allowances.

(f) “**Benefits**” means the benefits for the Executive and/or the Executive’s family that are being provided to the Executive and/or the Executive’s family immediately prior to the Date of Termination, including the welfare benefit plans, practices, policies and programs provided by the Company (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) and, if applicable, car allowance, as set forth in Section 4 hereof.

(g) “**Board**” means the Board of Directors of the Company, as set forth in the Recitals hereto.

(h) “**Cause**” means any of the following:

(i) the charging or indictment of the Executive or the Executive’s conviction of, or entry of a plea of no contest with respect to, any felony or any crime involving moral turpitude;

(ii) the commission by the Executive of any other material act of fraud or intentional dishonesty with respect to the Company or any of its Subsidiaries or Affiliates;

(iii) a material breach by the Executive of his or her fiduciary duties to the Company or any of its Subsidiaries, including the commission by the Executive of an act of fraud or embezzlement against the Company or any of its Subsidiaries or Affiliates;

(iv) failure by the Executive to perform in a material manner his or her properly assigned duties after at least one written warning specifically advising him or her of such failure and providing him or her with 10 days to resume performance in accordance with his or her assigned duties;

- (v) any breach by the Executive of any of the material terms of (A) this Agreement, or (B) any other agreement between the Company and the Executive;
- (vi) the association, directly or indirectly, of the Executive, for his or her profit or financial benefit, with any person, firm, partnership, association, entity or corporation that competes, in any material way, with the Company;
- (vii) the disclosing or using of any material Company Information at any time by the Executive; or
- (viii) any material breach of a Company policy.
- (i) “**Change in Control**” shall be deemed to occur upon the consummation of any of the following transactions:
 - (i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state of the Company’s incorporation or a transaction in which 50% or more of the surviving entity’s outstanding voting stock following the transaction is held by holders who held 50% or more of the Company’s outstanding voting stock prior to such transaction; or
 - (ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company; or
 - (iii) any reverse merger in which the Company is the surviving entity, but in which 50% or more of the Company’s outstanding voting stock is transferred to holders different from those who held the stock immediately prior to such merger; or
 - (iv) the acquisition by any person (or entity), directly or indirectly, of 50% or more of the combined voting power of the outstanding shares of Common Stock.
- (j) “**Code**” means the Internal Revenue Code of 1986, as amended.
- (k) “**Common Stock**” means common stock, par value \$0.001, of the Company.
- (l) “**Company**” means TTM Technologies, Inc., a Delaware corporation, as set forth in the Preamble hereto.
- (m) “**Date of Termination**” means (i) if the Executive’s employment is terminated for Cause, the date of receipt by the Executive of written notice from the Board or the Chief Executive Officer that the Executive has been terminated, or any later date specified therein, as the case may be, (ii) if the Executive’s employment is terminated by the Company other than for Cause, death or Long-Term Disability, the date specified in the Company’s written notice to the Executive of such termination, (iii) if the Executive’s employment is terminated by reason of the Executive’s death or Long-Term Disability, the date of such death or the effective date of such Long-Term Disability, (iv) if the Executive’s employment is terminated by Executive’s resignation that constitutes Involuntary Termination under this Agreement, the date of the Company’s receipt of the Executive’s notice of termination or any later date specified therein.
- (n) “**Effective Date**” means the date set forth in the Preamble hereto.
- (o) “**Executive**” means the individual identified in the Preamble hereto.
- (p) “**Good Reason**” means any of the following:

(i) a material reduction in the Executive's duties, level of responsibility or authority, other than (A) reductions solely attributable to the Company ceasing to be a publicly held company or becoming a subsidiary or division of another company, or (B) isolated incidents that are promptly remedied by the Company; or

(ii) a reduction in the Executive's Base Salary (other than in connection with a salary reduction plan that applies proportionately to all officers of the Company, including the Chief Executive Officer), without (A) the Executive's express written consent or (B) an increase in the Executive's benefits, perquisites and/or guaranteed bonus, which increase(s) have a value reasonably equivalent to the reduction in Base Salary; or

(iii) a reduction in the Executive's Target Bonus, without (A) the Executive's express written consent or (B) an corresponding increase in the Executive's Base Salary; or

(iv) a material reduction in the Benefits, taken as a whole, without the Executive's express written consent, that does not apply proportionately to all officers of the Company, including the Chief Executive Officer; or

(v) the relocation of the Executive's principal place of business to a location more than thirty-five (35) miles from the Executive's principal place of business immediately prior to the Change in Control, without the Executive's express written consent; or

(vi) the Company's (or its successor's) material breach of this Agreement.

(q) "**Involuntary Termination**" means the termination of Executive's employment with the Company:

(i) by the Company without Cause during a Pending Change in Control or within 12 months following a Change in Control, or

(ii) by the Executive for Good Reason within 12 months following a Change in Control.

(r) "**Long-Term Disability**" is defined according to the Company's insurance policy regarding long-term disability for its employees.

(s) "**Pending Change in Control**" means that one or more of the following events has occurred and a Change in Control pursuant thereto is reasonably expected to be effected within 90 days of the date as of the determination as to whether there is a Pending Change in Control: (i) the Company executes a letter of intent, term sheet or similar instrument with respect to a transaction or series of transactions, the consummation of which transaction(s) would result in a Change in Control; (ii) the Board approves a transaction or series of transactions, the consummation of which transaction(s) would result in a Change in Control; or (iii) a person makes a public announcement of tender offer for the Common Stock, the completion of which would result in a Change in Control. A Pending Change in Control shall cease to exist upon a Change in Control.

(t) "**Restricted Stock**" means Common Stock issued by the Company with vesting restrictions and subject to an award agreement pursuant to a stock plan of the Company.

(u) "**RSUs**" mean restricted stock units granted by the Company pursuant to which the Company has agreed to issue Common Stock upon the satisfaction of vesting and/or other conditions, which RSUs are subject to an award agreement pursuant to a stock plan of the Company.

(v) "**Subsidiary**" when used with respect to any Person means any other Person, whether incorporated or unincorporated, of which (i) more than 50% of the securities or other ownership interests or (ii) securities or other interests having by their terms ordinary voting power to elect

more than 50% of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

(w) “**Target Bonus**” means an amount equal to the annual bonus that the Executive would have been eligible to receive for the Company’s fiscal year in which the Executive’s employment terminates, assuming the achievement of 100% of the performance target level(s) associated with such bonus.

Appendix I-iv

APPENDIX II
FORM OF RELEASE

[DATE]
[INSERT NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]

Dear _____:

Reference is made to the Executive Change in Control Severance Agreement between the Company and you dated _____, 2010. This letter serves to document our mutual understanding regarding the terms of your severance payment, and a full release of any and all actual or potential claims relating to periods prior to the date that this letter becomes effective.

Provided that you execute this letter (including attachments A&B) prior to the expiration of twenty-two (22) days after the date hereof and you do not subsequently revoke this letter in accordance with the provisions on revocation set forth on Attachment B hereto, we shall, as severance pay, pay you a lump sum amount of \$ ___, subject to applicable withholdings, with no further benefit accrual.

We look forward to working with you on a smooth transition of your responsibilities to others. We all appreciate your past efforts on behalf of the Company and will be happy to help you implement your future plans.

Please understand that execution of the letter and its attachments and compliance with the letter and its attachments shall not be considered as an admission by you or the Company of any liability whatsoever; or as an admission by the Company of any violation of your rights or of any other person or of any order, law, statute, or duty; or as an admission by you of any violation of rights of the Company or of any other person or of any order, law, statute or duty.

As a condition precedent to the receipt of consideration under the letter and its attachments, you are required to return all items of Company property that you have in my possession or over which you have control, including, but not limited to, any equipment belonging to the Company, all code and computer programs, and information of whatever nature, as well as any other materials, keys, pass codes, access cards, credit cards, computers, cellular telephones, facsimile machines, copiers, phones, documents or information, including, but not limited to, trade secrets or confidential information of the Company in your possession or control. Further, you shall not retain copies thereof, including electronic copies and represent that you have not destroyed information or documents belonging to the Company, except for documents routinely deleted, copies of which have already been provided to the Company.

You are to maintain the terms of the letter and its attachments as confidential and neither you, nor any person or entity acting on your behalf, shall disclose any such terms of the letter and its attachments to any third party, without the written consent of the Company, unless and only to the extent that (a) such disclosure is required by law, or (b) such terms become generally available to the public without any breach of the letter and its attachments by you: provided, however, that you may disclose the terms of the letter and its attachments to your legal, business and financial advisors, but not only to the extent such disclosure is necessary for such persons to render professional services in connection therewith, and provided that prior to disclosure to any such persons, such persons shall be furnished a copy of this Section of this Attachment A and shall agree to be bound hereby for the benefit of the Company.

Very Truly Yours,

Agreed and accepted:

[INSERT NAME]

Date: _____

TTM TECHNOLOGIES, INC.

By: _____

Title: _____

Date: _____

Appendix II-ii

**ATTACHMENT A TO APPENDIX II:
RELEASE AND COVENANT NOT TO SUE**

1. Release. I, [INSERT NAME], do hereby release and discharge TTM Technologies, Inc., its affiliates and subsidiaries, and each of their stockholders, officers, directors, members, managers, partners, employees, representatives, agents and affiliates (collectively, the "Employer Affiliates", and each an "Employer Affiliate") from any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist by me, which I ever had or may now have against any Employer Affiliate, from the beginning of time to the Effective Date of the letter (including its attachments), including, without limitation, any claims, demands or liabilities in connection with my employment, including wrongful termination, constructive discharge, breach of express or implied contract, unpaid wages, benefits, attorneys fees or pursuant to any federal, state, or local employment laws, regulations, or executive orders prohibiting inter alia, age, race, color, sex, national origin, religion, handicap, veteran status, and disability discrimination, including, without limitation, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the California Fair Employment and Housing Act, the Prudence Kay Poppink Act, the California Family Rights Act, the Fair Labor Standards Act, any state statute relating to employee benefits or pensions, and the Americans with Disabilities Act of 1990. This Release does not waive rights or claims that may arise after the Effective Date. I fully understand that if any fact with respect to which this Release is executed is found hereafter to be other than or different from the facts in that connection believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that the release set forth herein shall be and remain effective notwithstanding such difference in fact. I acknowledge and agree that no consideration other than as provided for by the letter to which this release is an attachment has been or will be paid or furnished by any Employer Affiliate.

2. Covenant Not to Sue. I covenant and agree never, individually or with any person or in any way, to commence, aid in any way, prosecute or cause or permit to be commenced or prosecuted against any Employer Affiliate any action or other proceeding, including, without limitation, an arbitration or other alternative dispute resolution procedure, based upon any claim, demand, cause of action, obligation, damage, or liability that is the subject of this letter (including its attachments). I represent and agree that I have not and will not make or file or cause to be made or filed any claim, charge, allegation, or complaint, whether formal, informal, or anonymous, with any governmental agency, department or division, whether federal, state or local, relating to any Employer Affiliate in any manner, including without limitation, any Employer Affiliate's business or employment practices. I waive any right to monetary recovery should any administrative or governmental agency or entity pursue any claim on my behalf.

3. Waiver. I acknowledge that California Civil Code § 1542 states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Notwithstanding California Civil Code § 1542, I enter into this full waiver and release as set forth above and waive all rights or defenses under § 1542 of the California Civil Code.

4. Indemnification. I agree to indemnify and hold each Employer Affiliate harmless from and against any and all claims, including each Employer Affiliate's court costs and attorneys' fees, arising from or in connection with any claim, action, or other proceeding made, brought, or prosecuted, or caused or permitted to be commenced or prosecuted, by me, my successor(s), or assign(s) contrary to the provisions of the letter (including its attachments). It is further agreed that the letter (including its attachments) shall be deemed breached and a cause of action accrued thereon immediately upon the commencement of any action contrary to the letter (including the attachments), and in any such action the letter (including its attachments) may be pleaded by the Employer Affiliates, or any of them, both as a defense and as a counterclaim or cross-claim in such action.

5. Important General Provisions. If any provisions of the letter (including its attachments) is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions thereof, and the provision held to be invalid or unenforceable shall be enforced as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. The provisions hereof shall be governed by, and construed and enforced in accordance with, the laws of the State of California, both substantive and remedial. The undersigned hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to, or connected hereto or the relationship established under the letter (including its attachments).

5. Right to Consult Attorney. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED, IN WRITING, TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THE LETTER (INCLUDING ITS ATTACHMENTS).

[EXECUTIVE]

Date: _____

Appendix II-iv

**ATTACHMENT B TO APPENDIX II:
WAIVER OF CLAIMS UNDER OLDER WORKERS' BENEFIT PROTECTION ACT**

PURSUANT TO THE OLDER WORKERS BENEFIT PROTECTION ACT (OWBPA), WHICH APPLIES TO THE WAIVER OF RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE UNDERSIGNED STATES THAT HE OR SHE HAS HAD A PERIOD OF 21 CALENDAR DAYS FROM THE DATE HE OR SHE WAS PRESENTED WITH THE LETTER (INCLUDING ITS ATTACHMENTS) (*INSERT DATE*) WITHIN WHICH TO CONSIDER THE LETTER (INCLUDING ITS ATTACHMENTS) AND HIS OR HER DECISION TO EXECUTE THE SAME, THAT HE OR SHE HAS CAREFULLY READ THE LETTER (INCLUDING ITS ATTACHMENTS), THAT HE OR SHE HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY, THAT HE OR SHE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT, THAT THE ONLY PROMISES MADE TO HIM OR HER TO SIGN THE RELEASE SET FORTH ON ATTACHMENT A ARE THOSE STATED IN THE LETTER (INCLUDING ITS ATTACHMENTS), AND THAT THE UNDERSIGNED IS SIGNING VOLUNTARILY WITH THE FULL INTENT OF RELEASING THE EMPLOYER AFFILIATES OF ALL CLAIMS.

THE UNDERSIGNED SHALL HAVE A PERIOD OF SEVEN CALENDAR DAYS FOLLOWING HIS OR HER EXECUTION OF THE LETTER (INCLUDING ITS ATTACHMENTS) TO REVOKE THE LETTER (AND ITS ATTACHMENTS). THE LETTER (AND ITS ATTACHMENTS), INCLUDING THE OBLIGATION TO PAY SEVERANCE, SHALL NOT BECOME EFFECTIVE IF THE UNDERSIGNED TIMELY EXERCISES THIS RIGHT OF REVOCATION. TO BE EFFECTIVE, ANY SUCH NOTICE OF REVOCATION MUST BE IN WRITING, AND MUST BE RECEIVED WITHIN SAID SEVEN-DAY PERIOD. THE LETTER (AND ITS ATTACHMENTS) SHALL BECOME EFFECTIVE UPON EXPIRATION OF THE REVOCATION PERIOD, IF THE UNDERSIGNED HAS NOT PRIOR THERETO EXERCISED HIS OR HER RIGHT OF REVOCATION (THE "EFFECTIVE DATE").

[EXECUTIVE]

Date: _____

Appendix II-v

**SCHEDULE TO
FORM OF EXECUTIVE CHANGE IN CONTROL SEVERANCE AGREEMENT**

The form of Executive Change in Control Severance Agreement was entered into with the following persons:

<u>Name</u>	<u>Title</u>	<u>Effective Date of Agreement</u>
Steven W. Richards	Executive Vice President and Chief Financial Officer	March 19, 2010
Shane S. Whiteside	Executive Vice President and Chief Operating Officer	March 19, 2010
Douglas L. Soder	Executive Vice President	March 19, 2010