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**FLEXIBLE BENEFITS PLAN**

**(PREMIUM ONLY)**

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**FLEXIBLE BENEFITS PLAN**

**(PREMIUM ONLY)**

(Effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**SECTION 1**

**ESTABLISHMENT OF THE PLAN**

1.1 Establishment of the Plan

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Company") hereby establishes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code of 1954, for its eligible employees effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be known as the "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Flexible Benefits Plan" (the "Plan"), as set forth in this document.

The purpose of this Plan is to provide eligible Employees a means of obtaining a reimbursement of health, dental, vision and life coverage. Such benefits are provided in a manner which affords the Employee the discretion to allocate the Plan funds so that he may utilize those benefits which are best suited to his needs and obtain them with advantageous tax treatment where possible.

1.2 Applicability of Plan

The provisions of this Plan are applicable only to the Employees of the Employer in current employment on or after the Effective Date.

An Employee who retired or separated from employment prior to the Effective Date, or beneficiaries of such an Employee, shall not be entitled to benefits after the Effective Date under the provisions of this Plan unless the Employee is rehired and then becomes eligible for benefits.

The provisions of this Plan for the reimbursement of health, dental, vision and life expenses constitute a medical reimbursement plan within the meaning of Code Section 105(b).

Amounts which are not utilized prior to the end of each Plan Year for benefits under this Plan are forfeited to the Plan. The preceding sentence shall not be applicable to a Participant whose employment is terminated on account of death or disability.

**SECTION 2**

**DEFINITIONS**

2.1 Definitions

Whenever used in the Plan, the following terms shall have the respective meanings set forth below unless otherwise expressly provided, and when the defined meaning is intended, the term is capitalized.

(a) The term "Beneficiary" means the person or persons designated by a Participant pursuant to Section 7.

(b) The term "Code" means the Internal Revenue Code of 1954, as amended, and the regulations thereunder.

(c) The term "Committee" means the administrative committee appointed by the Company as provided in Subsection 12.1.

(d) The term "Company" means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and to the extent described in a supplemental agreement to this Plan, an organization which adopts this Plan pursuant to Section 17 of this Plan.

(e) The term "Covered Dependent" means (1) a spouse who is legally married to the Participant and not separated from him under a court decree of legal separation, or (2) an unmarried child of the Participant who is primarily dependent upon the Participant or the Participant's spouse for support and maintenance and is either (a) under age 19 and residing with the Participant or the Participant's spouse, or (b) under age 26 and a full-time student at a recognized educational institution or a child of the Participant who is dependent upon the Participant for support and maintenance due to a mental or physical handicap. "Child" means and includes stepchild, adopted child, or any child of whom the Participant has care, custody and control under a court decree, or any other person who qualifies as a dependent under Section 152 of the Internal Revenue Code and is living in the household of the Participant.

(f) The term "Deemed Officer" means an employee who has certain authority and job responsibilities and duties for the company in the same capacity as a duly authorized officer of the Company and as such shall be deemed to be an officer for the purposes of Section 414(q).

(g) The term "Effective Date" means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(h) The term "Employee" means a common-law employee of the Company.

(i) The term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

(j) The term "Flexible Dollars" means those dollar amounts specified in Subsection 4.1(a) which a Participant may allocate to obtain benefits described in Subsection 4.2.

(k) The term "Highly Compensated Employee" means an employee who during the Plan Year or the previous Plan Year (1) was a 5% owner of the Company; (2) earned more than $130,000 (1999, indexed) in annual compensation; (3) earned more than $80,000 (1999, indexed) in annual compensation and is in the top 20% by compensation; or (4) was an officer or Deemed Officer of the Company who is paid more than $60,000 (1999, indexed) per year (unless otherwise specified in Code Section 414(q) and if there is no officer who meets the dollar amount specified in this section, the highest paid officer shall be considered to be a Highly Compensated Employee); (5) was a spouse or dependent of the Highly Compensated Employee; (6) any other individual who falls within the provisions of Section 125 of the Code. The amounts in (2) and (3) above will be indexed for cost of living adjustments as set forth in Code Section 415(d).

(l) The term "Key Employee" means an Employee who during the Plan Year or any of the four (4) preceding Plan Years, (1) is an officer or Deemed Officer of the Company who was paid more than $60,000 (1999, indexed) per year; or (2) is 1 of the 10 Employees who is paid more than $60,000 (1999, indexed) per year and owns (or considered as owning within the meaning of Code Section 318) the largest interest in the Company; or (3) is a 5% owner of the Company; or (4) is a 1% owner of the Company having an annual compensation from the Company of more than $150,000.00; or (5) any other individual who falls within the provisions of Section 416(i)(1) of the Code.

(m) The term "Participant" means an Employee who meets the conditions of Subsection 3.1.

(n) The term "Plan" means the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Flexible Benefits Plan within the meaning of Code Section 125.

(o) The term "Salary Reduction Agreement" means the agreement which permits the Company to reduce the Participant's current salary and contribute the amount of the reduction to the Plan on behalf of the Participant.

2.2 Gender and Number

Except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

**SECTION 3**

**ELIGIBILITY AND PARTICIPATION**

3.1 Eligible Employees

All employees who are permanent and full-time employees of the Company and all employees who are part-time employees of the Company are eligible Participants.

3.2 Duration

A Participant shall cease to be a Participant when the conditions of Subsection 3.1 are no longer satisfied. Notwithstanding the preceding sentence, a Participant who suffers a Disability shall remain a Participant until the end of the Plan Year in which such Disability commences. "Disability" means a physical or mental inability to perform work, resulting from injury or disease, which is expected to be permanent.

**SECTION 4**

**BENEFITS**

4.1 Flexible Dollars

(a) General. Subject to Paragraphs (b) and (c), a Participant's Flexible Dollars with respect to a Plan Year shall include a maximum salary reduction of no less than $0.00 nor more than $10,000 of the Participant's annualized salary as of the effective date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and thereafter on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Plan Year or the date participation in the Plan commences, if later. The permissible amount of salary reduction shall be determined at the discretion of the Company prior to the commencement of each Plan Year, and shall be uniformly applicable to all Participants. Such amount shall be subject to review and final approval by the Board of Directors of the Company. A Participant's rate of salary shall not include any bonus payments, fringe benefits, or other special compensation. The Company reserves the right to reduce the amount of the Participant's Salary Reduction Agreement in order to assure compliance with the requirements of the Internal Revenue Code for favorable tax treatment.

Both the amount of Flexible Dollars and the actual utilization of such amounts shall not exceed 25% of the total amount paid by the Company during the Plan Year for the Class of Participants who are Highly Compensated Employees.

It shall be the responsibility of the Company to ensure compliance with regards to nondiscrimination, including Code Section 125 (or Section 89 rules, if applicable).

(b) New Participants. If an Employee becomes a Participant in the Plan after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Plan Year, his Flexible Dollars for the Plan Year shall be equal to the product of the amount specified in Paragraph (a) and a fraction with a numerator equal to the number of remaining calendar months of participation of the Plan Year and a denominator equal to 12.

(c) Terminating Participants. If a Participant terminates employment prior to the end of the Plan Year and is not reemployed by the end of the Plan Year, his Flexible Dollars for the Plan Year of termination shall equal the product of the amount specified in Paragraph (a) and a fraction with a numerator equal to the number of completed calendar months of participation for the Plan Year and a denominator equal to 12. This paragraph shall not be applicable to a person whose employment is terminated on account of death or after satisfying the requirements of the Company's qualified retirement plan for the commencement of early or normal retirement benefits.

(d) Form of Salary Reduction Agreement. The Salary Reduction Agreement shall be in a form which permits the Company to reduce the Participant's current salary and contribute the amount of the reduction to the Plan on behalf of the Participant. The Salary Reduction Agreement shall apply only to amounts of the Participant's pay that have not been actually or constructively received as of the date of the Salary Reduction Agreement. Any amounts so elected shall not become currently available to the Participant. Each Participant may make a Salary Reduction Agreement which will reduce his salary by an amount equal to that necessary to provide for the type of coverage elected under this Plan. The amount elected by the Participant under the Salary Reduction Agreement shall be deemed to be an Employer contribution for purposes of the Code.

(e) Changes in Election. If a Participant has a qualified change in status due to his spouse losing or gaining employment, addition or deletion of a Dependent, or divorce, marriage or legal separation of the Participant, or an unexpected insurance premium increase due to circumstances beyond the Participant's control, he may change the Salary Reduction Agreement with respect to the Plan Year.

4.2 Benefits

A Participant may apply his Flexible Dollars toward any of the following benefits.

(a) Group-Term Life Insurance. Flexible Dollars may be used for premium payments for group-term life insurance coverage on the life of the Participant. Death benefits shall be payable pursuant to the terms of the life insurance policy. The amount of coverage shall be elected by the Participant on a form provided by the Committee. Premium payments shall be made directly by the Company to the insurer.

(b) Medical and Dental Premium Expenses.

(1) Subject to Subparagraph (2), Flexible Dollars may be used for premium payments for coverage under the Company's comprehensive medical and dental insurance plans. Premium payments shall be made directly by the Company to the insurance company. Medical and dental benefits shall be payable pursuant to the terms of the insurance policies.

(2) The total Flexible Dollars which may be used by a Participant pursuant to this Paragraph (b) shall be determined by the Company prior to the commencement of each Plan Year, shall be a uniform amount for all Participants, and shall not exceed the amount resulting from the multiplication of the amount determined for the Plan Year for Subsection 4.1(a) by .75, or $7,500.00, whichever is less.

4.3 Cash Distribution

The amount of the Flexible Dollars specified in Subsection 4.1 which is not used or applied toward benefits specified under Subsection 4.2 shall be distributed in cash to the Participants in the Plan. In the case of a Participant who terminates employment prior to the end of the Plan Year and is not reemployed by such date, the amount of the Flexible Dollars specified in Subsection 4.1(c) which are not used or applied toward benefits shall be forfeited. The preceding sentence shall not be applicable to a Participant whose employment is terminated on account of death or disability.

4.4 Substitution

The Company shall be substituted for all rights of a Participant to recover attorney fees against any adverse party. Participants shall do nothing to prejudice such rights of the Company and further they agree to do all acts necessary to preserve and take advantage of such rights. If payment has been made by the Company in such instances and if the adverse party reimburses the Participant directly, the Company shall have the right to recover such payment from any Participant.

4.5 Notification of Employees

The Company shall communicate in writing to all eligible Employees the terms and conditions of the Plan.

4.6 Rights Against the Company

Neither the establishment of the Plan, nor any modification thereof, nor any distributions hereunder, shall be construed as giving to any Participant or any person whomsoever any legal or equitable right against the Company, its shareholders, directors, or officers, as such, or as giving any person the right to be retained in the employ of the Company.

**SECTION 5**

**ELECTION OF BENEFITS AND APPLICATION FOR REIMBURSEMENT**

5.1 Election of Benefits

Election of Insurance Coverage. Prior to the commencement of a Plan Year, or upon the commencement of participation in the Plan, if later an Employee who is eligible to participate in the Plan shall designate on a form provided by the Committee the benefits described in Subsection 4.2 (if any) which he elects for the Plan Year. The Employee shall provide the Committee with all information required by an insurer of such benefits. If the Employee fails to file the form and required information on or before the date prescribed by the Committee, he shall receive no insurance benefits under this Plan for the Plan Year.

5.2 Application for Reimbursement

Each Participant eligible to receive a payment for reimbursement of expenses under the Plan shall apply for such payment by completing a Request for Reimbursement Form to be furnished by the Committee. Each such Participant shall also furnish the Committee with such documents, evidence, date or information in support of such application as the Committee considers necessary or desirable.

**SECTION 6**

**OTHER NONDISCRIMINATION RULES**

The availability of this Plan to Employees shall not be discriminatory in favor of Highly Compensated Employees as to eligibility to participate or as to contributions and benefits available to Highly Compensated Employees, and it shall be the responsibility of the Company to ensure compliance with regards to nondiscrimination as set forth in Code Section 125 (or Code Section 410 (b)(2)(A)(i) rules, if applicable).

Both the amount of Flexible Dollars and the actual utilizations of such amounts paid to the class of Participants who are Key Employees shall not exceed 25% of the total aggregate amount paid by the Company during the Plan Year for all Participants.

6.1 Section 410(b) Nondiscriminatory Classification Test

(a) Reasonable Classification Test. The Plan must meet the minimum coverage requirement contained in regulation 1.410(b)-4 under Code Section 410(b). In meeting this test, the Company's classification of Employees under the terms of this Plan must be reasonable, which means that based upon all the facts and circumstances, the classification is reasonable and established under objective business criteria that identifies the category of Employees who are to benefit under the Plan. The determination of whether a classification is reasonable is to be made on the basis of all the relevant facts and circumstances.

If a classification fails the reasonable classification test, it automatically fails to satisfy the Code Section 410(b) nondiscriminatory classification requirements. If the Company passes the reasonable classification test contained in this Section 6.1(a), the Company must also meet the testing requirements identified in 6.1(b) or (c) and (d).

(b) Safe Harbor Test. The Company will meet the requirements of the objective safe harbor test if the percentage of the Company's Highly Compensated Employees who are eligible to benefit under the plan is not more than 2 times the percentage of non-highly compensated Employees who are eligible to benefit under the Plan. This 50 percent figure shall be reduced by 3/4 of a percentage point for each percentage point by which the non-highly compensated Employee concentration percentage exceeds 60 percent.

If a classification meets the requirements of the safe harbor test as set forth in this Section 6.1(b) and passes the reasonable classification test set forth in Section 6.1(a), the Company automatically satisfies the Code Section 410(b) nondiscriminatory classification requirements, and no further testing needs to be done. However, should the Company fail the safe harbor test, the Company must test using the criteria set forth in Section 6.1(c) or (d).

(c) Unsafe Harbor Test. A classification meets the requirements of the objective unsafe harbor test if the percentage of the Company's Highly Compensated Employees who are eligible to benefit under the Plan is at least 2.5 times the percentage of non-highly compensated Employees who are eligible to benefit under the Plan. As such the unsafe harbor percentage is 40 percent and this figure shall be reduced by 3/4 of a percentage point for each percentage point by which the non-highly compensated Employee concentration percentage exceeds 60 percent. However, in no case shall the unsafe harbor percentage be less than 20 percent.

If a classification meets the requirements of the objective unsafe harbor test, the Company will automatically fail the Code Section 410(b) nondiscriminatory classification requirements, regardless of whether the Company satisfies the reasonable classification test set forth in Section 6.1(a).

(d) Facts and Circumstances Test. Finally, if the Plan's coverage falls between the safe and unsafe harbors (i.e., it does not fall within either one), the relevant facts and circumstances must be examined to determine whether the classification being tested is nondiscriminatory. Among the factors that will be examined are (1) the underlying business reason for the classification, (2) the percentage of the Company's Employees eligible to benefit under the Plan, (3) whether the number of covered Employees in each salary range benefitting under the Plan is representative of the total number of the Company's Employees in that salary range, and (4) how close the classification comes to satisfying the safe harbor percentage above.

If a classification that does not meet the requirements of the safe or unsafe harbors passes the facts and circumstances test and the reasonable classification test described above, the Company shall meet the Code Section 410(b) nondiscriminatory classification requirements.

6.2 Health Benefit Discrimination Rules

Health benefits which are provided under Section 4.2 shall not be treated as discriminatory if:

(a) contributions under the Plan on behalf of each Participant include an amount which:

(1) equals 100 percent of the cost of the health benefit coverage under the Plan of the majority of the Highly Compensated Participants similarly situated, or

(2) equals or exceeds 75 percent of the cost of the health benefit coverage of the Participant (similarly situated) having the highest cost health benefit coverage under the plan, and

(b) contributions or benefits under the Plan in excess of those described in subparagraph (a) bear a uniform relationship to Compensation.

**SECTION 7**

**BENEFICIARY DESIGNATION**

Each Participant shall designate upon such forms as may be provided for that purpose by the Committee, a Beneficiary or Beneficiaries who are to receive, in the event of his death, payment of a reimbursement to which he is entitled under the Plan, the proceeds of life insurance policies, or a cash payment of unused Flexible Dollars. The designation of a Beneficiary shall not be effective for any purpose unless and until it has been filed with the Committee. In the event that a Participant fails to designate a Beneficiary in the specified manner, or if for any reason such designation shall be legally ineffective, or if such Beneficiary either predeceases the Participant or dies simultaneously with him, then, for the purposes of the Plan, distribution shall be made by the Committee to the Member's spouse (if any). If there is no spouse, at the discretion of the Committee, the benefits shall be paid to either (1) any one or more of the persons comprising the group consisting of the Member's descendants, the Member's parents, or the Member's heirs-at-law, and the Committee may pay the entire benefit to any member of such group or apportion such benefit among any two or more of them in such shares as the Committee, in its sole discretion, shall determine, or (2) the estate of such deceased Members. In the event the Committee does not so direct any of such payments, the Committee may elect to have a court of applicable jurisdiction determine to whom a payment or payments shall be paid.

**SECTION 8**

**ACCOUNTS AND RECORDS OF THE PLAN**

The Committee shall establish and maintain accounts in the name of each Participant at the time he first becomes a Participant in the Plan.

**SECTION 9**

**INCOMPETENCY**

Every person receiving or claiming benefits under the Plan shall be presumed to be mentally or physically competent and of age until the Committee receives a written notice, in a form and manner acceptable to the Committee, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed. If, however, the Committee shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of any mental or physical incompetency or because he is a minor, any payment due (unless a prior claim therefor shall have been made by a duly appointed legal representative of his estate) may be paid to a spouse, child, parent, brother, sister, beneficiary, any person with whom he is residing, or to any other person or institution deemed by the Committee to have incurred expense for such person otherwise entitled to payment.

In the event a guardian, conservator or other person legally vested with the care of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian or conservator or other person, provided that proper proof of appointment is furnished in a form and manner suitable to the Committee. To the extent permitted by law, any such payment so made shall be a complete discharge of any liability therefor under the Plan.

**SECTION 10**

**CONTRIBUTIONS AND FINANCING**

Participants are not required to contribute to this Plan. All payments will be made directly by the Company in accordance with Section 4.2.

**SECTION 11**

**NON-ALIENATION OF BENEFITS**

No benefit payable under the provisions of the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge shall be void; except to physicians, hospitals or any other institutions furnishing medical services within the terms of the Plan; nor shall such benefits be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of, or claims against, any Participant, Covered Dependent or Beneficiary, including claims of creditors, claims of alimony or support, and any like or unlike claims.

**SECTION 12**

**ADMINISTRATION**

12.1 The Committee

The Company shall appoint a Committee consisting of one or more persons who shall serve at the discretion of the Company. Members of the Committee shall serve without compensation, but they shall be entitled to reimbursement of their expenses properly and actually incurred in an official capacity. The Company may at any time and from time to time remove any member of the Committee or appoint new members. Any member may resign at any time upon thirty (30) days notice in writing delivered to the Company. The members of the Committee may act at a meeting or without a meeting, by a majority of the members of the Committee at the time in office. Whenever there are two or more members in office, a majority of the members may act without giving notice to or consulting with the remaining members. The Committee may appoint a member as their secretary who shall have such of the powers and responsibilities of the Committee relating to the administration of benefits under the Plan as the Committee shall delegate.

12.2 Fiduciaries

The Committee shall be the administrator of the Plan and the Committee shall be a named fiduciary under the Plan in accordance with ERISA. As a fiduciary, the Committee shall discharge its duties under the Plan solely in the interests of the Participants in the Plan and their Beneficiaries, and for the exclusive purposes of providing benefits to Participants and their Beneficiaries, and defraying the reasonable expenses of administering the Plan.

12.3 Administration

The Committee shall administer the Plan and shall have the authority to exercise the powers and discretion conferred on it by the Plan and shall have such other powers and authorities necessary or proper for the administration of the Plan as shall be determined from time to time by the Company.

The Committee shall keep complete records and accounts necessary or proper to administer the Plan and shall render such statements to the Company as the Company may request.

The Committee may adopt such rules and regulations for the administration of the Plan as it shall consider advisable and shall have full power and authority to enforce, construe, interpret and administer the Plan. All interpretations under this Plan and all determination of fact made in good faith by the Committee shall be binding on the Participants, their Beneficiaries, and all other persons interested.

The Committee may adopt such rules and regulations for the conduct of its business as it deems advisable and may employ such agents, attorneys, accountants, investment advisors or other persons (who also may be employed by the Company) as in its opinion may be desirable for the administration of the Plan, and may pay any such person reasonable compensation. The Committee may delegate to any agent, attorney, accountant or other person selected by it, any power or duty vested in, imposed upon, or granted to it by the Plan.

12.4 Appeal from Denial of Claims

If any claim for benefits under the Plan is wholly or partially denied, the claimant shall be given notice in writing of such denial within ninety (90) days after receipt of the claim (or if special circumstances require an extension of time, written notice of the extension shall be furnished to the claimant and an additional ninety (90) days will be considered reasonable), setting forth the following information:

(a) the specific reason or reasons for such denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim;

(d) an explanation that a full and fair review by the Committee of the decision denying the claim may be requested by the claimant or his authorized representative by filing with the Committee, within sixty (60) days after such notice has been received, a written request for such review; and

(e) if such request is so filed, the claimant or his authorized representative may review pertinent documents and submit issues and comments in writing within the same sixty (60) day period specified in Paragraph (d) above.

The decision of the Committee shall be made promptly, and not later than sixty (60) days after the Committee's receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the claimant shall be so notified and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The claimant shall be given a copy of the decision promptly. The decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based.

12.5 Indemnification

To the extent permitted by law, Employees of the Company, the Committee, and all agents and representatives of the Committee, shall be indemnified by the Company and saved harmless against any claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct. The Company reserves the right to select and approve counsel and also the right to take the lead in any action in which it may be liable as an indemnitor.

12.6 Expenses of Administration

Any expense incurred by the Company or the Committee relative to the administration of the Plan shall be paid by the Company.

12.7 Rights of the Company to Inspect the Records of the Plan

The Company may at its own expense at any time from time to time cause an examination of the books and records of the Plan to be made by such attorneys, accountants, auditors or other agents as it shall select for that purpose and may cause a report of such examination to be made.

**SECTION 13**

**CHANGES IN THE PLAN**

13.1 Amendment and Termination of the Plan

The Company expects the Plan to be permanent, but since future conditions affecting the Company cannot be anticipated or foreseen, the Company must necessarily and does hereby reserve the right to amend, modify or terminate the Plan at any time. The Company may make modifications or amendments to the Plan that are necessary or appropriate to qualify or maintain the Plan as a plan meeting the requirements of the applicable sections of the Code, or any applicable provisions of ERISA. The Plan shall not at any time be used for or diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries, and no amendment shall divest any person of his interest therein, except as may be required by the Internal Revenue Service or other governmental authority, or give any person any assignable or exchangeable interest or any right or thing of exchangeable value, in advance of the time distribution is to be made to such person.

13.2 Final Distributions

Upon termination of the Plan, the interest of Participants shall be determined as of the date of termination, and thereafter final distributions shall be made pursuant to the provisions of the Plan to such persons.

**SECTION 14**

**UNCLAIMED ACCOUNTS**

If the Committee shall be unable, within 180 days after the close of the Plan Year, to make payment because the identity or whereabouts of any person or Participant cannot be ascertained, the amounts due and owing shall become forfeited hereunder. The Committee may direct that such amount and all further benefits with respect to such person shall be discontinued and all liability for the payment shall terminate.

**SECTION 15**

**ILLEGALITY OF PARTICULAR PROVISION**

The illegality of any particular provision of this Plan shall not affect the other provisions, but the Plan shall be construed in all respects as if such invalid provision were omitted.

**SECTION 16**

**EFFECT OF MISTAKE**

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Committee shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credit to the account or distributions to which he is properly entitled under the Plan.

**SECTION 17**

**OTHER PARTICIPATING EMPLOYERS**

Upon the approval of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this Plan may be adopted by any organization. The adopting organization shall execute and deliver to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a supplemental agreement providing for the adoption of this Plan and such other documents as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall deem necessary or desirable. The provisions of this Plan shall be applicable to such organization to the extent provided in the supplemental agreement.

As used in this Plan, "Affiliated Company" shall be defined to mean a Company, trade or business unit that is (a) a member of a controlled group of corporations, within the meaning of Code Section 414(b), which includes the Company; or (b) under common control, within the meaning of Code Section 414(c), with the Company; or (c) a member of an affiliated service group, within the meaning of Code Section 414(m), that includes the Company.

**SECTION 18**

**APPLICABLE LAWS**

To the extent not preempted by ERISA, the Plan shall be governed by and construed according to the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused this instrument to be executed, effective as of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ATTEST:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_