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ARTICLE 1
INTRODUCTION/VARIABLE PROVISIONS

Section 1.01 PLAN

This Plan is intended to qualify as a qualified transportation expense reimbursement plan under Code section 132(f). The purpose of the Plan is to provide and/or reimburse Participants for their Qualified Transportation Expenses that are excludible from the Participants' gross income under Code section 132(a)(5).

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Company on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Company whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

Section 1.03 PLAN SPONSOR

Name of adopting employer (Plan Sponsor): _____.

Section 1.04 GENERAL PLAN INFORMATION

- (a) Plan name: _____
- (b) Effective Date: _____. [OPTION: This is a restatement of a prior plan document. The original effective date of Plan is: _____.]
- (c) Plan Year means each 12-consecutive month period ending on: _____
- (d) Qualified Transportation Expenses means [Transportation in a Commuter Highway Vehicle/Transit Passes/Qualified Parking/Qualified Bicycle Commuting Expenses].
- (e) Transit passes [are/are not] readily available (as defined in Section 5.01) and will be purchased [by the Company for Participants /by Participants].

Section 1.05 ELIGIBILITY

[OPTION: Limited classes eligible]

- (a) The term Eligible Employee shall include Employees who are: _____

[OPTION: Limited classes ineligible]

- (a) The term Eligible Employee shall include all Employees except those who are: _____

- (b) An Eligible Employee shall become eligible to participate in the Plan [immediately/as of the first day of each calendar month/as of the first day of each plan quarter/as of the first day of the first month and seventh month of the Plan Year/as of first day of the Plan Year/as of _____] [The following will print only if there are eligibility requirements][coincident with or next following/ next following][the date the Eligible Employee _____

[OPTIONAL]

- (c) The following special rules apply when determining eligibility: _____.

Section 1.06 PLAN OPERATIONS

(a) Participants may modify/start/stop elections [each pay period/monthly/quarterly/semi annually/annually/pursuant to Plan Administrator procedure]. The Plan Administrator [may/may not] provide for automatic elections pursuant to Section 4.01(b).

(b) Claims for reimbursement for an active Participant must be filed with the Plan Administrator within _____ days following the date the expense is paid by the Participant.[OPTION However, a Terminated Participant must file a Claim for reimbursement within _____ days following the date of Termination if earlier.] [OPTION (if the only type of Qualified Transportation Spending is transit passes and the passes are readily available): No claims for reimbursement will be filed with the Plan Administrator since transit passes are the only type of Qualified Transportation Expenses and transit passes are readily available.]

(c) The Company [will/will not] contribute to the Plan in an amount [determined in the Company's sole discretion/[_____]]. Notwithstanding anything to the contrary, Qualified Bicycle Commuting Expenses will be contributed to the plan by the Company and may not be funded by Participant contributions.

(d) The Plan Administrator shall be [the Plan Sponsor/a Committee appointed by Plan Sponsor/_____].

(e) All claims/notices should be submitted to [the Plan Sponsor/_____].

ARTICLE 2
DEFINITIONS

"Account" means the balance of a hypothetical account established for each Participant as of the applicable date. "Account" or "Accounts" shall include a Transportation Expense Account and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Compensation" means the cash wages or salary paid to a Participant.

"Effective Date" shall have the meaning set forth in Article 1.

"Eligible Employee" means any Employee employed by the Company, subject to the modifications and exclusions described in Article 1. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Company is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by the Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade or business shall not become eligible to participate in the Plan until the Plan Sponsor specifically authorizes such participation.

"Employee" means any individual who is employed by the Employer at the time the Qualified Transportation Expenses are provided. The term "Employee" shall not include: (i) independent contractors, (ii) a self-employed individual (including a partner) as defined in Code section 401(c), or (iii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock of an S corporation.

"Employer" means the Company or any other employer required to be aggregated with the Company under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

"Plan Administrator" means the person(s) designated pursuant to Article 1 and Section 6.01.

"Plan Sponsor" means the entity described in Article 1.

"Plan Year" means the 12-consecutive month period described in Article 1.

"Qualified Bicycle Commuting Expense" means, with respect to any calendar year beginning after December 31, 2008, any Employer reimbursement during the 15-month period beginning with the first day of such calendar year for reasonable expenses incurred by the Participant during such calendar year for the purchase of a bicycle and bicycle improvements, repair, and storage, if such bicycle is regularly used for travel between the Participant's residence and Employer's place of business. The maximum annual Qualified Bicycle Commuting Expense shall not exceed the product of \$20 multiplied by the number of Qualified Bicycle Commuting Months during such Plan Year.

"Qualified Bicycle Commuting Month" means any month during which a Participant: (i) regularly uses the bicycle for a substantial portion of the travel between the Participant's residence and the Employer's place of business; and (ii) does not receive any other transit benefit described in the Plan.

"Qualified Parking" means parking provided to a Participant by the Company: (i) on or near the employer's business premises; or (ii) at a location from which the employee commutes to work (including commuting by carpool, commuter highway vehicle, mass transit facilities, or transportation provided by any person in the business of transporting persons for compensation or hire). Parking on or near the employer's business premises includes parking on or near a work location at which the employee provides services for the employer. Qualified Parking does not include: (1) the value of parking provided to an employee that is excludable from gross income under Code section 132(a)(3) (as a working condition fringe), (2) reimbursement paid to an employee for parking costs that is excludable from gross income as an amount treated as paid under an accountable plan in accordance with Treas. Reg. 1.62-2, or (3) parking on or near property used by the employee for residential purposes.

"Qualified Transportation Expenses" means the expenses described in Article 1.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Company.

"Transit Pass" means any pass, token, farecard, voucher, or similar item (including an item exchangeable for fare media) that entitles a person to transportation: (i) on mass transit facilities (whether or not publicly owned); or (ii) provided by any person in the business of transporting persons for compensation or hire in a highway vehicle with a seating capacity of at least six adults (excluding the driver).

"Transportation Expense Account" means the Account established with respect to the Participant's election to have Qualified Transportation Expenses paid by the Plan pursuant to Section 4.01.

"Transportation in a Commuter Highway Vehicle" means transportation provided by the Company to a Participant in connection with travel between the Participant's residence and place of employment. A commuter highway vehicle is a highway vehicle with a seating capacity of at least six adults (excluding the driver) and with respect to which at least 80 percent of the vehicle's mileage for a year is reasonably expected to be: (i) for transporting employees in connection with travel between their residences and their place of employment; and (ii) on trips during which the number of employees transported for commuting is at least one-half of the adult seating capacity of the vehicle (excluding the driver). Notwithstanding the foregoing, Transportation in a Commuter Highway Vehicle shall include transportation provided by a van pool within the meaning of Treas. Reg. 1.132-9(b) Q&A-21 and any superseding guidance.

ARTICLE 3
PARTICIPATION

Section 3.01 PARTICIPATION

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan immediately prior to the Effective Date shall be a Participant eligible to make benefit elections pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan prior to the Effective Date shall become a Participant eligible to make benefit elections pursuant to Article 4 on the date specified in Article 1; provided that he is an Eligible Employee on such date. Notwithstanding any provision in the plan to the contrary, the Plan Administrator may allow immediate participation for all Eligible Employees at any special entry date as determined in the sole discretion of the Plan Administrator.

Section 3.02 TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer; unless otherwise provided by the Plan Administrator. Should such Employee again qualify as an Eligible Employee, he shall become a Participant at such time as determined by the Plan Administrator. If an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he shall become a Participant on the first entry date following the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.03 TERMINATION AND REHIRES

(a) Participants. If a Participant has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 as of his Termination of Employment. Unless otherwise provided by the Plan Administrator, if an individual who has satisfied the applicable eligibility requirements set forth in Article 3 as of his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall resume or become a Participant at such time as determined by the Plan Administrator.

(b) Non-Participants. An Eligible Employee who has not satisfied the applicable eligibility requirements set forth in Article 3 on his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall be eligible to participate on the first entry date following the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3.

Section 3.04 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to Article 4.

ARTICLE 4
ACCOUNTS

Section 4.01 TRANSPORTATION EXPENSE ACCOUNT

(a) In General. Each Participant may choose to receive either a fixed amount of Compensation at a specified future date or a fixed amount of Qualified Transportation Expenses to be provided for a specified future period. The Participant's election must be in writing or another form, such as electronic, that includes, in a permanent and verifiable form, the information required to be in the election. The election must contain the date of the election, the amount of the Compensation to be reduced, and the period for which the benefit will be provided. The election must relate to a fixed dollar amount or fixed percentage of Compensation reduction. An election to reduce Compensation for a period by a set amount for such period may be automatically renewed for subsequent periods. Elections may be modified in the manner specified in Article 1.

(b) Automatic Elections. To the extent permitted in Article 1 and pursuant to procedures established by the Plan Administrator, a compensation reduction election will be deemed to have been made if the Participant does not elect to receive Compensation in lieu of Qualified Transportation Expenses, provided that the Participant receives adequate notice that a Compensation reduction will be made and is given adequate opportunity to choose to receive Compensation instead of the Qualified Transportation Expenses. To the extent provided in applicable regulations, the Plan Administrator may allow the use of electronic media to make Participant elections hereunder.

(c) Transportation Expense Account. Each Participant's Transportation Expense Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.05; and will be debited for amounts applied for Qualified Transportation Expenses pursuant to Article 5. However, the Plan Administrator will not direct the Company to pay any amounts from the Transportation Expense Account to the extent such payment exceeds the balance of a Participant's Transportation Expense Account.

(d) Maximum Election. Each month, the amount of the Compensation reduction may not exceed the combined applicable monthly maximum reimbursements specified in Section 4.02 for Transportation in a Commuter Highway Vehicle, Transit Passes and Qualified Parking, to the extent that each is a Qualified Transportation Expense.

Section 4.02 MONTHLY MAXIMUM PAYMENT

The monthly payments from a Participant's Transportation Expense Account shall not exceed the amounts specified below:

(a) Transportation in a Commuter Highway Vehicle and Transit Passes. A Participant may receive the maximum amount permitted under Code section 132(f)(2) for payment of expenses relating to Transportation in a Commuter Highway Vehicle and Transit Passes. The application of the monthly limit for Transit Passes purchased in advance for Participants whose employment terminates shall be determined in accordance with applicable Treasury Regulations.

(b) Qualified Parking. A Participant may receive the maximum amount permitted under Code section 132(f)(2) for reimbursement of expenses relating to Qualified Parking.

(c) Combination. The Company may reimburse Qualified Parking benefits in addition to Transportation in a Commuter Highway Vehicle and Transit Passes.

(d) Cost-of-living adjustments. The amounts in Subsections (a) and (b) are adjusted annually to reflect cost-of-living.

(e) Qualified Bicycle Commuting Expenses. A Participant may receive a maximum of \$20 per month for reimbursement of expenses relating to Qualified Bicycle Commuting Expenses. If a Participant receives a

reimbursement for Qualified Bicycle Commuting Expenses in any month, no other Qualified Transportation Expense may be reimbursed or provided in that month.

Section 4.03 FORFEITURES/TRANSFERS

(a) Compensation Reduction Amounts not Refundable. Unless an election is revoked in a manner consistent with Section 4.04(b), a Participant may not subsequently receive the Compensation in cash or any form other than by payment of Qualified Transportation Expenses.

(b) Carryforward. A Participant may carry over unused compensation reduction amounts to subsequent periods. A participant may not use carried-over compensation reduction amounts to exceed the monthly limits specified in Section 4.02.

(c) Forfeitures. Any balance remaining in a Participant's Account on his date of Termination shall be forfeited and shall remain the property of the Company. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made.

Section 4.04 ELECTIONS

(a) Timing of election. The compensation reduction election must be made before the Participant is able currently to receive the cash or other taxable amount at the Participant's discretion. The determination of whether the Participant is able currently to receive the cash does not depend on whether it has been constructively received for purposes of the Internal Revenue Code. The election must specify that the period (such as a calendar month) for which the Qualified Transportation Expenses will be provided must not begin before the election is made. Thus, a compensation reduction election must relate to Qualified Transportation Expenses to be provided after the election. For this purpose, the date a Qualified Transportation Expense is provided is:

- (1) The date the Participant receives a voucher or similar item; or
- (2) In any other case, the date the Participant pays for the Qualified Transportation Expense.

(b) Revocation by Participant. A Participant may not revoke a compensation reduction election after the Participant is able currently to receive the cash or other taxable amount at the Participant's discretion. In addition, the election may not be revoked after the beginning of the period for which the Qualified Transportation Expense will be provided.

(c) Revocation by Plan Administrator. If the Plan Administrator determines that the Plan may fail to satisfy any requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations.

(d) Automatic Termination of Election. Any election made under this Section shall automatically terminate on the date specified in Sections 3.02 or 3.03.

(e) Procedures. A Participant shall make the elections described in this Section in such form and manner as may be prescribed by the Plan Administrator and at such time in advance as the Plan Administrator may require. Such procedures may include, without limitation, a minimum annual and per-pay period contribution amount and a maximum contribution per pay-period amount consistent with applicable monthly limits.

Section 4.05 EMPLOYER CONTRIBUTIONS

The Company may contribute to the Plan to the extent provided in Article 1. Such contributions shall be credited to the applicable Account at such time as determined by the Company.

ARTICLE 5
REIMBURSEMENTS

Section 5.01 PROCEDURES FOR REIMBURSEMENT

(a) No Prepayment. Payment may not be made before the date an expense has been incurred or paid. In addition, reimbursement may not be made solely upon a Participant certifying in advance that the Participant will incur expenses at some future date.

(b) Timing of Claims. Claims must be submitted within 180 days after the Participant pays the expense or such other earlier date specified in Article 1.

(c) Payment. The Plan Administrator shall establish a schedule, not less frequently than annually, for the payment of claims. The Plan Administrator may provide that payments/reimbursements of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year shall be reimbursed without regard to the minimum payment amount.

(d) Death. If a Participant dies, his beneficiaries or his estate may submit claims for expenses or benefits for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her dependents or a representative of the Participant's estate. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

(e) Form of Claim/Notice. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.

(f) Refunds/Indemnification. If the Plan Administrator determines that any person has directly or indirectly received excess payments/reimbursements or has received taxable payments/reimbursements (the "Claimant"), the Plan Administrator shall notify the Claimant and the Claimant shall repay such excess amount (or at the option of the Plan Administrator, the Claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A Claimant shall indemnify and reimburse the Company for any liability the Company may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset the Claimant's salary or wages, and/or (ii) offset other benefits payable hereunder.

(g) Transit Passes. Cash reimbursement may be made for Transit Passes only if no voucher or similar item that may be exchanged for a transit pass is readily available for direct distribution by the Company to Participants. If a voucher is readily available, the requirement that a voucher be distributed in-kind by the Company is satisfied if the voucher is distributed by the Company or by another person on behalf of the Company. A voucher is not readily available if:

(1) the lowest cost monthly voucher available from a transit system has fees paid by the Employer that exceed 1% of the average annual value of the vouchers for the transit system;

(2) multiple transit systems meet the needs of individual employees in the area and the Plan Administrator determines the average voucher from each transit system has fees paid by the Employer that exceed 1% of the average annual value of the vouchers for the transit systems; or

(3) other restrictions effectively prevent the Employer from obtaining vouchers appropriate for distribution to employees (advance or minimum purchase requirements apply that prevent the employer from distributing monthly passes at regular intervals or in reasonable quantities, for example).

(h) Stored Value Cards. The Plan Administrator may permit the use of stored value cards in the manner specified in IRS Revenue Ruling 2006-57 and any superseding guidance.

(i) Plan Administrator Procedures. The Plan Administrator may establish procedures regarding the documentation to be submitted in a claim for reimbursement and/or payment and may also establish any other procedures regarding claims for reimbursement and/or payment. Such procedures may include, without limitation, requirements to submit claims periodically throughout the Plan Year.

Section 5.02 SUBSTANTIATION

The Plan Administration shall establish a reimbursement arrangement to confirm that Participants have incurred expenses for Qualified Transportation Expenses. If no receipt or other documentation is obtained in the ordinary course of business, the Plan Administrator may accept a Participant's certification of the expense if the Plan Administrator has no reason to doubt the certification. There are no substantiation requirements if the Company distributes Transit Passes.

Section 5.03 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to a minor and there is no legal guardian, payment may be made to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

Section 5.04 MISSING PAYEE

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

ARTICLE 6
PLAN ADMINISTRATION

Section 6.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in Article 1. In the absence of a designation in Article 1, the Plan Sponsor shall be the Plan Administrator. If a committee is designated as the Plan Administrator, the committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall have total and complete discretionary power and authority:

(i) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(ii) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with Article 5;

(iii) to determine the amount and manner of any allocations hereunder;

(iv) to maintain and preserve records relating to the Plan;

(v) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;

(vi) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(vii) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(viii) to determine all questions of the eligibility of Employees and of the status of rights of Participants;

(ix) to adjust Accounts in order to correct errors or omissions;

(x) to determine the validity of any judicial order;

(xi) to retain records on elections and waivers by Participants;

(xii) to supply such information to any person as may be required;

(xiii) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other person.

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan

Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

(e) Compensation. The Plan Administrator shall serve without compensation for its services.

(f) Expenses. All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company.

(g) Allocation of Duties. Except as provided in Section 6.01(b)(xiii), a person shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan. It is intended that each person shall not be responsible for any act or failure to act of any other person.

Section 6.02 INDEMNIFICATION

The Company shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegate) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its duties under this Plan.

ARTICLE 7
AMENDMENT AND TERMINATION

Section 7.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor.

Section 7.02 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Company reserves the right to terminate its participation in this Plan. Each such entity constituting the Company shall be deemed to terminate its participation in the Plan if: (i) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Company, or (ii) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Company.

ARTICLE 8
MISCELLANEOUS

Section 8.01 NONALIENATION OF BENEFITS

No Participant or beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan. No person shall have any rights to, or interest in, any Account other than as expressly authorized in the Plan.

Section 8.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Company and the Participant, or as a right of any Employee to continue in the employment of the Company, or as a limitation of the right of the Company to discharge any of its Employees, with or without cause.

Section 8.03 NO FUNDING REQUIRED

(a) Any amount contributed by a Participant and/or the Company to provide benefits hereunder shall remain part of the general assets of the Company and all payments of benefits under the Plan shall be made solely out of the general assets of the Company.

(b) The Company shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Company may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.

Section 8.04 GOVERNING LAW

The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by federal law.

Section 8.05 TAX EFFECT

The Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.

Section 8.06 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 8.07 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 8.08 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

The undersigned agrees to be bound by the terms of this Plan and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this ____ day of _____, 200____.

PLAN SPONSOR (COMPANY):
