

[NAME OF CORPORATION]
STOCK PURCHASE ASSISTANCE PLAN

SECTION 1 PURPOSE

The purpose of the Plan is to promote the long-term interests of [NAME OF CORPORATION] (the "Company") and its shareholders by encouraging and assisting its officers and key executives to make meaningful investments in the Common Stock of the Company so that, as shareholders, their views and interests will be identified with the views and interests of the other shareholders. Meaningful stock ownership will provide officers and key executives with an additional incentive to exert their best efforts to increase the value of the Company for the benefit of all shareholders. The Plan will also strengthen the Company's ability to recruit and retain persons who have special competence to contribute to the Company's success.

SECTION 2 DEFINITIONS

For purposes of the Plan, the following terms are defined as set forth below:

- (a) **"Applicable Rate"** means, with respect to a Loan, the lowest rate or rates of interest which would avoid the imputation of interest under Section 7872 of the Code.
- (b) **"Annual Salary"** means, with respect to a Key Executive, that person's annual base salary in a particular fiscal year of the Company.
- (c) **"Board"** means the Board of Directors of the Company.
- (d) **"Change in Control"** means the first to occur of any one of the events described below:
 - (i) a tender offer or exchange offer is made whereby the effect of such offer is to take over and control the affairs of the Company and such offer is consummated for the ownership of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding voting securities;
 - (ii) the Company is merged or consolidated with another corporation and, as a result of such merger or consolidation, less than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall then be owned in the aggregate by the former stockholders of the Company other than affiliates within the meaning of the Securities Exchange Act of 1934, as amended (the "Act") or any party to such merger or consolidation;
 - (iii) the Company transfers substantially all of its assets to another corporation or entity that is not a wholly-owned subsidiary of the Company;
 - (iv) any person or group (as such terms are used in Sections 139(d)(3) and 14(d)(3) of the Act) is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding securities, and the effect of such ownership is to take over and control the affairs of the Company;
 - (v) the first date after the effective date of this Plan when directors are elected such that either a majority of the Board shall have been members thereof, respectively, for less than one (1) year, unless the nomination for election of each new director who was not a director of the Company at the beginning of such 1-year period was approved by a vote of at least fifty percent (50%) of the directors of the Company then still in office who were directors at the beginning of such 1-year period;

- (vi) any other event or series of events which, notwithstanding any other provision of this definition, is determined by the Board to constitute a change in control of the Company for purposes of this Plan.
- (e) **"Code"** means the Internal Revenue Code, as amended.
- (f) **"Committee"** means the [insert name of committee responsible for developing, maintaining and revising the Plan, determining eligibility, etc], or any successor committee thereto.
- (g) **"Common Stock"** means the shares of common stock of the Company.
- (h) **"Company"** means [Name of Corporation].
- (i) **"Installment Payment"** means the amount of the annual loan repayment (as specified in the Loan Offer), which will repay the loan including principal and interest in the time period specified in the Loan Offer.
- (j) **"Key Executive"** means any officer or other key executive of the Company or a Subsidiary who, in the judgment of the Committee, is or will be in a position to contribute significantly to the longer-term growth and success of the Company.
- (k) **"Loan"** means any loan made by the Company to a Key Executive pursuant to the Plan.
- (l) **"Loan Offer"** means any offer by the Committee on behalf of the Company to extend a Loan to a Key Executive.
- (m) **"Plan"** means the [Name of Corporation] Stock Purchase Assistance Plan.
- (n) **"Restriction Period"** means the period defined in Section 6(a) hereof.
- (o) **"Subsidiary"** means any corporation at least eighty percent (80%) of the outstanding voting stock of which is owned by the Company.

SECTION 3 ADMINISTRATION

- (a) *The Committee.* The Committee shall be responsible for administering the Plan. The Committee shall be comprised of ___ or more members of the Board, all of whom shall be "disinterested persons", as defined in Rule 16(b)-3 under the Act and "outside directors", as that term is used in Section 162 of the Code and the regulations promulgated thereunder.
- (b) *Powers.* The Committee shall have full and exclusive discretionary power to interpret the Plan, to determine eligibility for Loans, and to adopt such rules, regulations and guidelines for administering the Plan as the Committee may deem necessary or proper. The Committee may employ attorneys, consultants, accountants and other persons. The Board, the Committee, the Company and its officers shall be entitled to rely upon the advice or opinion of such persons.
- (c) *Binding Effect of Committee Actions.* All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Key Executives, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Loans. All members of the Committee shall be fully protected and indemnified by the Company, to the fullest extent permitted by applicable law, in respect of any such action, determination or interpretation.

THIS IS A 5-PAGE DOCUMENT.