

[NAME OF CORPORATION]
NON-EMPLOYEE DIRECTORS DEFERRED COMPENSATION PLAN

SECTION 1 Purpose

1.1 The purpose of the Plan is to encourage the Company's non-employee directors to participate in the Company's future through ownership of an interest in the Company, and to provide flexibility to the Company in attracting and retaining directors.

SECTION 2 Eligibility and Participation

2.1 *Eligibility.* Any Director of the Company who is not an employee of the Company or a subsidiary of the Company is eligible to participate in the Plan.

2.2 *Participation.* A Director shall become a Participant in the Plan by filing an Election Form in accordance with the provisions of Section 5. A Participant shall remain a Participant until such time as the Participant has received all payments to which he or she is entitled under the terms of the Plan.

SECTION 3 Administration

3.1 *Committee.* The Plan shall be administered by the [insert name of committee] ("Committee") of the Board of Directors ("Board"), or by any other committee appointed by the Board consisting of ___ or more directors of the Company who are "disinterested parties" within the meaning of Rule 16b-3 (or any successor provision) promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act").

3.2 *Authority of the Committee.* The Committee shall have sole discretion to make all determinations which may be necessary or advisable for the administration of the Plan. To the extent permitted by law and Rule 16b-3 promulgated under the Exchange Act, the Committee may delegate its authority as identified hereunder. All determinations and decisions made by the Committee pursuant to the provisions of the Plan, and all related orders or resolutions of the Board, shall be final, conclusive and binding upon all persons, including the Company, Participants and their estate and beneficiaries.

3.3 *Section 16 Compliance.* It is the intention of the Company that the Plan and the administration of the Plan comply in all respects with Section 16(b) of the Exchange Act and the rules and regulations promulgated thereunder. If any Plan provision, or any aspect of the administration of the Plan, is found not to be in compliance with Section 16(b) of the Exchange Act, the provision or administration shall be deemed null and void, and in all events the Plan shall be construed in favor of its meeting the requirements of Rule 16b-3 promulgated under the Exchange Act.

SECTION 4 Common Stock Subject to the Plan

4.1 *Number of Shares.* Subject to adjustment as provided in paragraph (b) below, the number of shares of the Company's Common Stock reserved for issuance under the Plan is _____ shares. Any Common Stock issued under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares.

4.2 *Adjustments.* In the event of a merger, reorganization, consolidation recapitalization, reclassification, split-up, spin-off, separation, liquidation, stock dividend, stock split, reverse stock split, share combination, share exchange or other change in the corporate structure of the Company affecting the Common Stock, the Committee shall substitute or adjust the total number and class of stock or securities which may be issued under the Plan and which are credited to a Participant's Deferred Stock

Account as it determines to be appropriate and equitable to prevent dilution or enlargement of the rights of Participants.

SECTION 5 Deferral Election

5.1 *Making of Election.*

- (a) Each Participant may elect in writing, in such manner and on such form (“Election Form”) as the Committee determines, to defer payment of all, but not less than all, of the fees which would otherwise be paid to such Participant by the Company for services provided as a Director of the Company. An election shall be effective with respect to amounts which would otherwise be paid to the Participant beginning on or after the first day of the calendar quarter following the making of the election; provided, however, that in the case of those persons who are Directors on the date hereof, the initial election shall become effective as of _____. Once an election has been made, it shall remain in effect with respect to all future amounts which would otherwise be paid to the Participant as a Director until changed by the filing of a new election in the manner provided in paragraph (b) below.