

STOCK EQUIVALENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____,

BETWEEN

[name of company],
a [jurisdiction] corporation
(the "Company"),

and

[name]
("Employee")

RECITALS

Employee has rendered valuable services to the Company and thereby has contributed to its success; and

The Company now considers it desirable to provide an additional incentive to Employee and to reward him for continuing to render such valuable services to it and for contributing to the Company's future success, by awarding to the Employee deferred compensation based upon the performance of the Company during Employee's employment.

The parties therefore agree as follows:

1. Employment.

Employee will continue in the employ of the Company for periods of time as shall be determined from time to time by the Board of Directors of the Company and serve in his current capacity or in such other capacity as may be assigned to him from time to time by the Board of Directors. During the term of his employment, Employee shall devote his time, attention and best efforts to the affairs of the Company and will receive such compensation as may be determined by the Board of Directors.

2. Deferred Compensation.

Subject to the terms and conditions, and payable in the manner set forth in this Agreement, the Company shall pay to Employee, in addition to Employee's other compensation, an amount (the "**Deferred Compensation**") equal to the product of (a) the Earnings Per Share (as defined) of the Company for each fiscal year of the Company occurring during the term of this Agreement times (b) a multiplier of _____. In the event that the term of this Agreement shall include only a portion of a fiscal year of the Company, Deferred Compensation for such portion of the fiscal year shall be based upon the Earnings Per Share of the Company for the full months of such fiscal year.

3. Earnings Per Share.

For purposes of this Agreement, the term "**Earnings Per Share**" shall be deemed to mean the Company's per share earnings from operations (before capital transactions, bonuses paid to shareholders of the Company and allocations to the Company's reserve) for each share of the Company's Common Stock, \$_____ par value, outstanding from time to time during the term of this Agreement, as reflected on the Company's financial statements for each fiscal year of the Company occurring during the term hereof. In the event of a merger or consolidation of the Company in which the Company is not the surviving entity, the Board of Directors of the Company shall make any appropriate adjustments in the calculation of Earnings Per Share. All calculations of Earnings Per Share as reflected on the Company's financial statements shall be final and conclusive and shall be binding on all parties hereto.