TERMINATION AGREEMENT

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TERMINATION AGREEMENT
DRAFT

This Termination Agreement ("Agreement") is made and entered into this _____th day of _____[MONTH] 200[ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as "You")

(the Company and You hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS:

You and Company have agreed that your employment will conclude as provided in this Agreement and, in connection with the termination of your employment, Company has agreed to provide you with certain payments to which you would not be entitled absent your execution of this Agreement. Further, you and Company desire to settle any and all disputes related directly or indirectly to your employment by Company and/or your termination from employment, in accordance with the terms and conditions set forth in this Agreement. Therefore, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

SPECIAL PROVISIONS:

1. **Termination of Employment.** Effective _____[MONTH] ____[DAY] ,200[ ] you voluntarily resign as an [TITLE e.g. Executive Officer] of Company Inc. and as a Director or Officer of Company (including any of its subsidiaries and affiliates). Your last day of work will be _____[MONTH] ____[DAY] ,200[ ] at which time you will commence a paid leave of absence. Effective _____[MONTH] ____[DAY] ,200[ ] (Termination Date), your leave of absence will cease and you will no longer be an employee of Company. Except as otherwise provided in this Agreement, or as set forth in the applicable employee benefit plan, all of your privileges as a Company employee will end as of the close of business on the Termination Date.

2. **Payments**.

   a. In connection with your termination of employment, Company will provide you the following payments and benefits:

      (i) **Continuation of base salary while on leave**. Company will continue to pay to you your monthly base salary as of _____[MONTH] ____[DAY] ,200[ ] during your leave of absence until your Termination Date. Company will make these payment to you only on the condition that you have signed this Agreement and have not exercised your right to rescind it pursuant to paragraph 10 below. Company will withhold required deductions, including deductions for applicable state and federal taxes, social security and all other standard deductions. Payments will be considered "Earnings" or "Recognized Compensation" for purposes of any of Company's qualified or non-qualified employee benefit plans, and 401k deductions will be taken according to your elections.

(ii) **Management Incentive Plan.** You will be eligible to receive your Management Incentive Plan (MIP) payment for Fiscal Year 200 [ ], prorated for your period of active service ending on _____[MONTH] ____[DAY] ,200[ ]. Such payment will be based on the performance criteria already agreed upon between you and Company prior to the beginning of such Fiscal Year and actual business unit and corporate performance. This amount will be paid in a single lump sum payment in cash at the same time as all other MIP participants receive payment. This amount will be considered "Earnings" or "Recognized Compensation" for purposes of Company's qualified or non-qualified employee benefit plans. You will not be a participant in the Company Management Incentive Plan for the fiscal year beginning _____[MONTH] ____[DAY] ,200[ ] or thereafter.

(iii) **Relocation**. You will be entitled to receive relocation services of broker/real estate sales agent expense reimbursement up to 7% of the final sale price of your existing home and reasonable and customary closing fees. Should your house not be sold by _____[MONTH] ____[DAY] ,200[ ], Company agrees to purchase your house under applicable terms of the Company Purchase Option Program (copy attached). Company also will, until _____[MONTH] ____[DAY] ,200[ ], reimburse you for household moving expenses; such reimbursed moving expenses not to exceed Twenty-Five Thousand Dollars ($25,000).

(iv) **Restricted Stock.** Your [X numbers] shares of restricted stock granted _____[MONTH] ____[DAY] ,200[ ], per Company Personnel and Compensation Committee approval, are fully vested as of _____[MONTH] ____[DAY] ,200[ ].