

Restricted Stock Award Agreement

Section 1. Grant of Restricted Stock. The Company hereby grants to the Grantee the Restricted Stock set forth in the Notice of Restricted Stock Grant, subject to the terms, definitions and provisions of the Plan and this Agreement. All terms, provisions, and conditions applicable to the Restricted Stock set forth in the Plan and not set forth herein are incorporated by reference. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Section 2. Termination of Continuous Service.

(a) If the Grantee's Continuous Service as an Employee is terminated for any reason other than (i) death, (ii) Disability (as defined below), or (iii) termination by the Company and its Subsidiaries without Cause (as defined below), the Grantee shall, for no consideration, forfeit to the Company the Shares of Restricted Stock to the extent such Shares are subject to a Period of Restriction at the time of such termination of Continuous Service. If the Grantee's Continuous Service as an Employee terminates due to the Grantee's death or Disability, or is terminated by the Company and its Subsidiaries without Cause, while Shares of Restricted Stock are subject to a Period of Restriction, the Period of Restriction with respect to such Shares shall lapse, and the Shares shall vest and become free of the forfeiture and transfer restrictions described herein, on the date of the Grantee's termination of Continuous Service for such reason.

(b) For purposes of this Agreement, the term "Disability" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or any Subsidiary. If the Grantee's employment agreement does not define the term "Disability," or if the Grantee has not entered into an employment agreement with the Company or any Subsidiary, the term "Disability" shall mean the Grantee's entitlement to long-term disability benefits pursuant to the long-term disability plan maintained by the Company or in which the Company's employees participate.

(c) For purposes of this Agreement, the term "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or any Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or any Subsidiary, the term "Cause" shall have the same meaning as provided in the Plan.

Section 3. Non-Transferability of Restricted Stock. Except as otherwise provided in the Plan and this Agreement or as determined by the Committee, the Grantee may not sell, assign, pledge, exchange, transfer, hypothecate or encumber any Shares of Restricted Stock until the Period of Restriction set forth in the Notice of Restricted Stock Grant shall lapse.

Section 4. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the Shares of Restricted Stock and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee.

Section 5. Custody. As soon as practicable following the Date of Grant, the Shares of Restricted Stock shall be registered in the Grantee's name in certificate or book-entry form. If a certificate is issued, it shall bear an appropriate legend referring to the restrictions and it shall be held by the Company, or its agent, on behalf of the Grantee until the Period of Restriction has lapsed. If the Shares are registered in book-entry form, the restrictions shall be placed on the book-entry registration. The Grantee may be required to execute and return to the Company a blank stock power for each Restricted Stock certificate (or instruction letter, with respect to Shares registered in book-entry form), which will permit transfer to the Company, without further action, of all or any portion of the Restricted Stock that is forfeited in accordance with this Agreement.