

## Restricted Stock Unit Award Agreement

**Section 1. Grant of Restricted Stock Units.** The Company hereby grants to the Grantee the number of Restricted Stock Units as set forth in the Notice of Restricted Stock Unit Award, subject to the terms, definitions and provisions of the Plan and this Agreement. All terms, provisions, and conditions applicable to Restricted Stock Units 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 Grantee's Continuous Service with the Company 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), all unvested Restricted Stock Units outstanding as of such date shall immediately be forfeited. Upon forfeiture, Grantee shall have no further rights with respect to such Restricted Stock Units. If the Grantee's Continuous Service with the Company is terminated due to the Grantee's death or Disability, or is terminated by the Company and its Subsidiaries without Cause, all unvested Restricted Stock Units outstanding as of such termination date shall vest on the date of 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 Units.** Restricted Stock Units may not be sold, assigned, transferred by gift or otherwise, pledged, hypothecated, or otherwise disposed of, by operation of law or otherwise.

**Section 4. Payment.** Payment in respect of vested Restricted Stock Units shall be made at the time(s) and in the form(s) set forth in the Notice of Restricted Stock Unit Award.

**Section 5. 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 Restricted Stock Units 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 6. No Stockholder Rights.** Grantee shall have no rights as a stockholder with respect to the Restricted Stock Units.

**Section 7. Taxes.** Pursuant to Section 17 of the Plan, the Committee shall have the power and the right to deduct or withhold, or require the Grantee to remit to the Company, an amount sufficient to satisfy any applicable tax withholding requirements applicable to the Restricted Stock Units. The Committee may condition the payment for vested Restricted Stock Units upon the Grantee's satisfaction of such withholding obligations. The Committee may, at its option, allow the Grantee to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory tax withholding rate that could be imposed on the transaction (or such other rate that will not result in a negative accounting