

MEDICAL AND DENTAL REIMBURSEMENT PLAN OF

1. Purposes of Plan. The purposes of the Plan are: (a) to encourage employees to continue their association with the Company; (b) to attract additional employees; and □ to provide employees with security against medical and dental expenses for themselves and their families.

2. Eligibility. All employees of the Company shall be eligible for the benefits of the Plan, other than employees who are: (a) nonresident aliens; (b) part-time or seasonal employees; persons included in a unit of persons covered by a collective bargaining agreement between employee representatives and the Company wherein accident and health benefits were the subject of good faith bargaining between such employee representatives and the Company; (d) persons who have not completed three years of service with the Company; and (e) persons who have not attained 25 years of age.

3. Benefits. The Company will reimburse all eligible employees for all reasonable medical expenses, as defined in the Internal Revenue Code of 1986, as amended, other than expenses which are covered and are reimbursable to an employee under any medical, dental, health and/or accident insurance policy insuring them. Reimbursement shall not be made for cosmetic surgery, or drugs, optical equipment or other appliances, unless purchased upon prescription of a physician, dentist or other treating person. The Company shall not be obligated to reimburse any employee more than \$ in any fiscal year. The Company shall pay the premium cost for insurance coverage with insurance companies in favor of eligible employees for Blue Cross, Blue Shield, major medical, hospital and other health expense insurance coverage.

4. Submission of Proof. In order to qualify for reimbursement, proof of all said medical and dental expenses must be submitted to the Company within one year from the date on which such expenses were incurred.

5. Discontinuance of Plan. The Company reserves the right to discontinue and terminate this Plan for any reason whatsoever, except that such expenses as shall be incurred prior to such discontinuance and termination shall be reimbursed pursuant to the terms of this Plan.

6. Determination. All questions arising in the administration, the President of the Company shall determine application and interpretation of this Plan, except in those instances in which such President claims reimbursement, and in such event determination shall be made by the Board of Directors.

(Name of Company)

Dated:

This will serve to confirm the understanding and agreement between you and ____ (the "Company") concerning reimbursement of medical expenses.

1. The Company has adopted a Medical and Dental Reimbursement Plan. Pursuant to such Plan and for so long as you are employed by the Company, the Company agrees to reimburse you for all reasonable medical expenses, as defined in the Internal Revenue Code of 1986, as amended, other than expenses which are covered and are reimbursable to you under any medical, dental, health and/or accident insurance policy insuring you. Reimbursement shall not be made for cosmetic surgery, or drugs, optical equipment or other appliances, unless purchased upon prescription of a physician, dentist or other treating person. The Company shall not be obligated to reimburse you for more than \$ _____ in any fiscal year. The Company shall pay the premium cost for insurance coverage with insurance companies in favor of you for _____, major medical, hospital and other health expense insurance coverage.

2. In order to be reimbursed pursuant to this Plan, you must submit proof to the Company of your medical and dental expenses within one year from the date when such expense or expenses were incurred.

3. The Company has adopted said Plan upon the advice of counsel that such reimbursements to you will be deductible in computing the Company's taxable income pursuant to the Internal Revenue Code and any applicable State tax statute. If for any reason whatsoever, the Internal Revenue Service and/or the State Taxing Authority should disallow any or all of the medical and dental reimbursement expenses which have been paid to you, as deduction in computing the Company's taxable income, you agree to reimburse the Company, on demand by the Company, for all disallowed medical and dental reimbursement expenses received by you pursuant to this agreement.

4. The Company shall have the right, at any time and for any reason whatsoever, to terminate said Plan, except that such expenses incurred by you and/or members of your immediate family prior to such termination shall be reimbursed to you pursuant to the terms of this agreement. If your employment is terminated for cause, you shall forfeit all rights to benefits hereunder.

5. This letter shall be binding upon and shall inure to the benefit of the parties hereto and their personal representatives, successors and assigns. The Company reserves the right at any time to amend this Plan to any extent and in any manner it deems advisable, and upon the adoption of any such amendment, the Company and you, and all others claiming any interest hereunder shall be bound thereby.

This letter shall constitute a binding agreement between us upon its signature by us.

By _____

ACCEPTED AND AGREED TO
