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**MEDICAL EXPENSE REIMBURSEMENT
AND DISABILITY BENEFITS PLAN**

ARTICLE I

ESTABLISHMENT AND PURPOSE OF PLAN

1.1 Establishment of Plan. * _____ (“the Corporation”), hereby establishes the * _____ Medical Expense Reimbursement and Disability Benefits Plan (“the Plan”).

1.2 Purpose of Plan. The purpose of the Plan shall be to reimburse the Participants under the Plan for expenses incurred by such Participants for the medical care of the Participant, his spouse and his dependents not otherwise reimbursed under any other plan of the Corporation or any medical insurance policies, and to provide the Participants under the Plan with the benefits to replace wages lost by reason of absence from work because of occupational and non-occupational personal injuries and sickness.

1.3 Coordination of Benefits. This Plan is an integral part of a coordinated health care benefit program maintained by the Corporation on behalf of its employees. The Plan provides, *inter alia*, for the reimbursement of payments for health insurance premiums made on behalf of employees and, under certain circumstances, their dependents and spouses. For administrative convenience, the Corporation may elect to pay such premiums directly in which case such direct payment shall constitute full satisfaction of the Corporation's obligation hereunder with respect to such otherwise reimbursable expenses.

ARTICLE II

DEFINITIONS

As used in the Plan, the following words shall have the meanings indicated in this Article.

2.1 Basic Compensation. The term “basic compensation” shall mean the total amount of wages, salary and commissions of a Participant, exclusive of any discretionary bonuses or overtime pay.

2.2 Continuous Disability. The term “continuous disability” shall mean successive periods during which the Participant is wholly disabled, due to the same or related causes, not separated by a return to active employment with the Corporation for ten (10) or more continuous full working days.

2.3 Dependent. The term “dependent” shall mean any person who qualifies as dependent of a Participant under Section 152 of the Internal Revenue Code of 1954.

2.4 Diagnostic Procedures. The term “diagnostic procedures” shall mean medical

examinations, blood tests, X-rays and similar procedures which are generally accepted as falling within the category of diagnostic procedures, provided that such procedures are performed at a facility which provides no services other than medical and ancillary services, and shall include ordinary and necessary travel expenses incurred in connection therewith.

2.5 Disability Insurance Policies. The term “disability insurance policies” shall mean all insurance policies providing disability income benefits to a Participant in the event of a disability, on which the Corporation has paid or reimbursed the Participant in accordance herewith for the payment of the premiums during the year preceding the commencement of the disability. Such policies may include individually owned or group disability income insurance policies, or group accident and health, medical or any other insurance policies which provide disability income benefits.

2.6 Effective Date. The term “effective date” shall mean * _____, 19__.

2.7 Employee. The term “employee” shall mean a person who is currently or hereafter employed by the Corporation, but excluding:

- (a) an independent contractor or self-employed person;
- (b) an employee who is a non-resident alien deriving no earned income from sources within the United States;
- (c) employees who are included in the unit of employees covered by a collective bargaining agreement, unless there is a judicial determination that accident and health benefits were not the subject of good faith negotiations (in which case such employees shall not be excluded from such definition of “employee” if they otherwise qualify); and
- (d) employees whose customary weekly employment is for less than 35 hours or whose customary annual employment is for less than 9 months.

2.8 First Disability Period. The term “first disability period” shall mean the period of time during the continuous disability of a Participant which begins with the commencement of the disability and ends on the last day of the fourth full calendar month following the calendar month during which the disability commenced.

2.9 Medical Care. The term “medical care” shall mean care received for the diagnosis, cure, mitigation, treatment or prevention of disease. Expenses paid for medical care shall include those paid for the purpose of affecting any structure or function of the body or for transportation and parking primarily for and essential to medical care. Amounts paid for operations or treatments affecting any portion of the body, including obstetrics, expenses of therapy or X-ray treatments, are included in the term medical care. Expenses paid for medical care shall also include, without limitation, payments for health insurance premiums, such as Blue Cross and Blue Shield, hospital services, nursing services (including nurses' board where paid by the Participant), medical, laboratory, surgical, dental and other diagnostic and healing services, X-ray, medicine and drugs (as hereinafter defined), artificial teeth or limbs and ambulance hire. An expenditure which is merely beneficial to the general health, such as an