

~~18.819.8~~ 18.919.8 *Awards Not Taken Into Account for Other Benefits.* Awards shall be special incentive payments to the Grantee and shall not be taken into account in computing the amount of salary or compensation of the Grantee for purposes of determining any pension, retirement, death or other benefit under (a) any pension, retirement, profit-sharing, bonus, insurance or other employee benefit plan of an Employer, except as such plan shall otherwise expressly provide, or (b) any agreement between an Employer and the Grantee, except as such agreement shall otherwise expressly provide.

~~18.919.9~~ 18.119.9 *Employment Agreement Supersedes Award Agreement.* ~~In the event~~ If a Grantee is a party to an employment agreement with the Company or a Subsidiary that provides for vesting or extended exercisability of equity compensation Awards on terms more favorable to the Grantee than the Grantee's Award Agreement or this Plan, the employment agreement shall be controlling; *provided* that (a) if the Grantee is a Section 16 Person, any terms in the employment agreement requiring Compensation Committee of the Board, Board or stockholder approval in order for an exemption from Section 16(b) of the Exchange Act to be available shall have been approved by the Compensation Committee of the Board, the Board or the stockholders, as applicable, and (b) the employment agreement shall not be controlling to the extent the Grantee and Grantee's Employer agree it shall not be controlling.

~~18.1019.10~~ 18.1119.10 *Non-Exclusivity of Plan.* Neither the adoption of the Plan by the Board nor its submission to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other compensatory arrangements for employees as it may deem desirable.

~~18.1119.11~~ 18.1219.11 *No Trust or Fund Created.* Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind ~~or~~ nor, except the extent required by applicable federal law, any fiduciary relationship between the Company or any Subsidiary and a Grantee or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Subsidiary pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Subsidiary.

~~18.1219.12~~ 18.1319.12 *No Right to Continued Employment or Awards.* No employee shall have the right to be selected to receive an Award under this Plan or, having been so selected, to be selected to receive a future Award. The grant of an Award shall not be construed as giving a Grantee the right to be retained in the employ of the Company or any Subsidiary or to be retained as a director of the Company or any Subsidiary. Further, the Company or a Subsidiary may at any time terminate the employment of a Grantee free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

~~18.1319.13~~ 18.1419.13 *Military Service.* Awards shall be administered in accordance with Code Section 414(u) ~~of the Code~~ and the Uniformed Services Employment and Reemployment Rights Act of 1994.

~~18.1419.14~~ 18.1519.14 *Construction.* The following rules of construction will apply to the Plan: (a) the word "or" is disjunctive but not necessarily exclusive; and (b) words in the singular include the plural, words in the plural include the singular, and words in the neuter gender include the masculine and feminine genders, and words in the masculine or feminine gender include the other opposite gender and the neuter genders. The headings of sections and subsections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

~~18.1519.15~~ 18.1619.15 *No Fractional Shares.* No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated, or otherwise eliminated.

~~18.1619.16~~ 18.1719.16 *Plan Document Controls.* This Plan and each Award Agreement constitute the entire agreement with respect to the subject matter hereof and thereof; *provided* that in the event of any inconsistency between this Plan and such Award Agreement, the terms and conditions of the Plan shall control.