

STOCK REPURCHASE 10b5-1 TRADING PLAN

THIS PLAN (this "**Plan**") is entered into on _____ by and between _____ a _____ corporation (the "**Corporation**") and CL King & Associates ("**Broker**"), acting as agent.

WHEREAS, this Plan is entered into by and between the Corporation and Broker as the Corporation's adoption of a written plan for trading securities that complies with the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**");

WHEREAS, the board of directors of the Corporation has determined that it is in the best interests of the Corporation and its stockholders to repurchase shares of common stock of the Corporation from time to time depending on prevailing market conditions, and has instituted and publicly announced a stock repurchase program to this end (the "**Repurchase Program**"); and

WHEREAS, the board of directors of the Corporation has determined that it is in the best interests of the Corporation and its stockholders to repurchase shares of common stock of the Corporation in connection with the Repurchase Program pursuant to and in conformity with the provisions of Rule 10b5-1.

NOW, THEREFORE, the Corporation instructs Broker to execute the Plan as follows:

1. Certain Definitions.

- (a) "**Effective Date**" means _____.
- (b) "**Authorized Daily Purchase Amount**" means, for any single day, an amount equal to 25% of the ADTV (as defined in Rule 10b-18(a)(1)) of the common stock of the Corporation. In addition, Broker may purchase blocks in accordance with the "Block" exception parameters as defined in Rule 10b-18(a)(1).
- (c) "**Authorized Price Per Share**" means \$ _____ per share, not including the Per Share Commission (as defined in Section 4 below).
- (d) "**Rule 10b-18**" means Rule 10b-18 adopted pursuant to the Exchange Act.
- (e) "**Total Plan Amount**" means _____ of Corporation common stock.
- (f) "**Trading Day**" means a day on which the Nasdaq National Market is available for regular session trading in which the shares of common stock of the Corporation trade regular way.

2. Starting on the Effective Date and until the Total Plan Amount is purchased or this Plan is otherwise terminated in accordance with Section 3 below, Broker shall purchase up to the Authorized Daily Purchase Amount on each Trading Day; *provided that* the purchase price for any shares repurchased pursuant to this Plan shall be equal to or less than the Authorized Price Per Share. Payment for shares of the common stock of the Corporation so purchased shall be made in accordance with normal settlement procedures.

3. The Plan shall terminate on the earliest of the:
 - (a) close of the trading day on _____;
 - (b) time at which Total Plan Amount is purchased;
 - (c) time that a reasonable determination is made by the Corporation or Broker that:
 - (i) the Plan does not comply with Rule 10b5-1 or other applicable securities laws; or
 - (ii) the Corporation has not, or Broker has not, complied with the Plan, Rule 10b5-1 or other applicable securities laws; or
 - (d) time that the Corporation delivers to Broker written notice of its election to terminate the Plan.
4. The Corporation agrees to pay Broker \$_____ in cash for each share that Broker purchases on behalf of the Corporation pursuant to this Plan (the "**Per Share Commission**"), which amount includes all commissions, fees and expenses payable by the Corporation to Broker for its services hereunder.
5. The parties acknowledge and agree that purchases under this Plan are intended to comply with the provisions of Rule 10b-18. Broker agrees to comply with the manner of purchase requirements of paragraphs (b)(2), (b)(3) and (b)(4) of Rule 10b5-18 in effecting any purchase of shares of common stock of the Corporation in the open market. The Corporation agrees not to make any action that would cause any purchase in the open market not to comply with Rule 10b-18. If, and to the extent that, any of the terms of this Plan conflict with the requirements of Rule 10b-18, the requirements of Rule 10b-18 shall control.
6. The Corporation represents and warrants that:
 - (a) the board of directors of the Corporation has authorized the Corporation to enter into this Plan;
 - (b) as of the date hereof, the Corporation is not aware of any material nonpublic information concerning the Corporation or its securities;
 - (c) the Corporation intends to enter into this Plan in good faith and not part of a plan or scheme to evade compliance with the federal securities laws;
 - (d) while this Plan is in effect, the Corporation will not enter into any corresponding or hedging transactions with respect to the securities subject to this Plan; and
 - (e) the Corporation will not disclose to any Broker personnel effecting purchases under this Plan any material nonpublic information regarding the Corporation or otherwise attempt to influence purchases made under the Plan.

7. The Corporation covenants and agrees that:
- (a) the Corporation will communicate all relevant information to Broker regarding its market repurchase activities, and Broker is entitled to conclusively rely on such information;
- provided that* Broker shall be deemed to be aware of the transactions that it executes on behalf of the Corporation pursuant to this Plan; and
- (b) the Corporation will inform Broker as soon as reasonably practicable of any legal or contractual restriction affecting the execution of the Plan by Broker or by the Corporation, and of the occurrence of any event that would cause the Plan to terminate or be suspended pursuant to Sections 3 or 8.
8. If Broker is required to suspend purchases of shares under this Plan on a particular day for any of the following reasons:
- (a) a day specified by the Plan is not a Trading Day; or
 - (b) trading of the shares on the New York Stock Exchange is suspended for any reason; or
 - (c) Broker cannot effect a purchase of shares due to legal, regulatory or contractual restrictions applicable to it or to the Corporation (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18);
- then Broker will resume purchases in accordance with Section 2 above on the first Trading Day after the condition causing the suspension of purchases has been resolved to the satisfaction of Broker and the Corporation.
9. This Plan may be modified or amended only upon the written agreement of the undersigned, which agreement shall contain a representation from the Corporation that:
- (a) as of the date of such amendment, the Corporation is not aware of any material nonpublic information concerning the Corporation or its securities; and
 - (b) the amendment is entered into in good faith and not part of a plan or scheme to evade compliance with the federal securities laws.
10. This Plan constitutes the entire agreement between the parties with respect to this Plan and irrevocably replaces and supersedes all other agreements, if any, regarding the repurchase of the Corporation's common stock (except such agreements as may be necessary to cause the purchases to be made in compliance with Rule 10b-18) entered into prior to the date hereof.

11. All notices given by the parties under this Plan shall be given in writing and delivered to the facsimile number or address listed below:

If to Broker, to: CL King & Associates
Corporate Services
Attn: Robert H. Paul
9 Elk Street
Albany, NY 12207
Phone: 518-431-3544
Facsimile: 518-431-3551
Email: bhp@clking.com

If to the Corporation, to:

With copy to:

12. This Plan shall be governed by and construed in accordance with the internal laws of the State of New York.
13. All share and price amounts in this Plan shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split, stock dividend or other similar transaction with respect to common stock of the Corporation or any similar change in capitalization with respect to the Corporation that occurs during the term of this Plan.

14. This Plan may be signed in counterparts, each of which shall be an original. Signatures may be delivered by facsimile and any signature so delivered shall be deemed to be an original.

By adopting this Plan, the Corporation acknowledges that it has done so in good faith in order to comply with the provisions of Rule 10b5-1.

CL KING & ASSOCIATES

By: _____
Name:
Title:

By: _____
Name: Robert H. Paul
Title: Managing Director, Corporate Services

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