

WAIVER OF NOTICE OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF

WE, the undersigned, being all of the Directors of the Corporation, hereby agree and consent that a special meeting of the Board of Directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

WE do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Directors present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Purpose of Meeting: To approve and adopt a Medical and
Dental Reimbursement Plan

Dated: _____

Director

Director

Director

MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF

A special meeting of the Board of Directors of the above-captioned Corporation was held on the date, time and at the place set forth in the written waiver of notice signed by all the Directors, fixing such time and place, and Prefixed to the minutes of this meeting.

The meeting was called to order by the President and a Medical and Dental Reimbursement Plan was presented to the meeting. After discussion, upon motion duly made, seconded and carried, it was

RESOLVED, that the Medical and Dental Reimbursement Plan presented to the meeting is hereby approved and adopted by this Board of Directors and it is ordered that a copy of said Plan be annexed to the minutes of this meeting, and it was further

RESOLVED, that the President and such other officers as he may designate are hereby authorized, empowered and directed to take any and all action necessary or desirable to carry out the provisions of said Plan.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

Secretary

Approved:

President

MEDICAL AND DENTAL REIMBURSEMENT PLAN

1. Purpose of Plan: The purposes of the Plan are:

- a) To encourage employees to continue their association with the Company.
- b) To attract additional employees.
- c) To provide employees with security against medical and dental expenses for themselves and their families.

2. Eligibility: All full time employees who a) have completed at least three years of service for the Company, b) have attained the age of 25, or c) are not included in a unit of employees covered by a collective bargaining agreement, * are eligible to participate.

3. Benefits: The Company will reimburse all eligible employees for all reasonable medical and dental expenses up to the sum of \$10,000 in any fiscal year which the eligible employee and/or members of his immediate family may incur, except such expenses as may be covered and are reimbursable to them from any medical, dental, health, and/or accident insurance policy insuring them.

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. Determinations: All questions arising in the administration, application and interpretation of the Plan shall be determined by the President of the Company, except in those instances in which reimbursement is claimed by said President and in any such event, determination shall be made by the Board of Directors.

*It is assumed that an existing collective bargaining agreement would provide for accident and health benefits negotiated in good faith.

AGREEMENT

MEDICAL AND DENTAL REIMBURSEMENT PLAN

Date

To: _____
Name of Executive

This will serve to confirm the understanding and agreement between you and the undersigned (hereinafter Corporation).

1) The Corporation has adopted a Medical and Dental Reimbursement Plan. Pursuant to such Plan and for so long as you are employed by the Corporation, the Corporation agrees to reimburse you for all reasonable medical and dental expenses of up to the sum of \$10,000 in any fiscal year which you and/or members of your immediate family may incur, except such expenses which are covered and reimbursable to you from any medical, dental, health and/or accident insurance policy insuring you and/or members of your immediate family.

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

3) The Corporation has adopted said Plan upon the advice of counsel that such reimbursements to you will be deductible in computing the Corporation'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 deductions in computing the Corporation's taxable income, you agree to reimburse the Corporation (upon demand by the Corporation) for all disallowed medical and dental reimbursement expenses received by you pursuant to this agreement.

4) You further agree, that the Corporation 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.

5) This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their personal representative, successors and assigns. It may not be modified except by a writing signed by the parties.

This letter shall constitute a binding agreement between us upon your signing it in the place indicated below.

Accepted and Agreed to:

(Name of Corporation)

Employee Signature

By _____
President