**LEAVE OF ABSENCE AGREEMENT**

This Agreement (the "Agreement") made and entered into as of Month date, Year, by the between ABC Company, a corporation ("the Company") and <Employee Name>, an individual ("Employee").

The purpose of this Agreement is to set forth the arrangements with respect to Employee's resignation as an officer of the Company, and its subsidiaries, divisions, and affiliates, effective October1, Year, and related matters. As of that date, Employee is relieved of all his titles, duties, responsibilities, and authority as an officer and otherwise with respect to, the Company.

Except as otherwise provided in this Agreement, for the period beginning. Month date, Year, and continuing through Month date, Year, Employee will be an employee on a paid leave-of-absence. During Employee's paid leave-of-absence, Employee will receive the salary continuation payments as described herein, but Employee shall not hold any title or position with the Company, and Employee. shall have no titles, duties, responsibilities, or authority with respect to the Company, its business and/or operations.

As more fully provided hereinbelow, the salary continuation payments described herein are inconsideration of Employee's release of all cause. Or causes of action he has, has had, or may have against the Company and inconsideration of Employee's agreement not to compete.

Commencing Month date, Year and ending Month date, Year, Employee will receive salary continuation payments at Employee's present salary equal to (numerical value) per month. Commencing Month date, Year and ending Month date, Year, Employee shall receive salary continuation payments equal to (numerical value) per month. The amounts payable to Employee under this Agreement are in lieu of any. Amounts which may be payable to Employee for termination pay. The Company will pay to Employee that sum which is equivalent to all unused, earned and accrued. Vacation of Employee as of Month date, Year. Employee shall not be entitled to any future vacation pays accruals from and after the date of this Agreement.

Usual and customary withholding for tax purposes will be withheld from all. Monthly salary continuation payments through Month date, Year, and from any other payments made to Employee, to the extent required by law. All tax liability, with respect to all payments or services received by Employee under this Agreement (*other than employer withholding and employer payroll taxes*), will be Employee's responsibility.

Employee will be eligible to participate in the Second Restated ABC Company Salaried Savings and Investment Plan, subject to the terms and provisions thereof, including any amendment or alteration thereof after the date of this Agreement, throughout Employee's paid leave-of-absence. Usual and customary withholding for personal designated deductions, including participation in such Savings Plan, will be withheld throughout Employee's paid leave-of-absence.

Employee's right to exercise nonqualified stock options that Employee. received pursuant to the Company Year Stock Option Plan and the Year Key Employee Long-Term Incentive Plan will be administered in accordance with and be subject to the respective provisions of those Plans, and shall continue so long as Employee is employed by the Company and for such period as

provided by such Plans upon Employee's retirement.

The Company will continue Employee's coverage under the existing Company Executive Survivor Income Plan, based upon Employee's most recent compensation rate of (numerical value).

Employee will be eligible, at the Company's expense, for outplacement assistance, not to exceed (numerical value), by an outplacement agency mutually agreeable to Employee and Company. Arrangements for these services will be coordinated by <Department name> of <ABC Company>.

Except as otherwise provided herein, benefits for Employee and his eligible dependents, as outlined in "A Guide to Your Medical/Mental/Prescription Drug Benefits" effective <Year>, and under the Executive Income Survivor Plan, subject to the respective terms and provisions thereof, including any amendment or alteration thereof after the date of this Agreement, will be continued for Employee as an employee, and, to the extent provided in such plans, upon Employee's retirement. However, at such time as Employee is eligible for coverage by the health plan of another employer, such health insurance shall be deemed the primary health insurance coverage for Employee and his eligible dependents.

Price Waterhouse will provide to Employee, at Company's expense, for the tax year <Year> only, not to exceed (numerical value) in fees and costs of Price Waterhouse, tax preparation and tax counseling services.

For a period of one year commencing Month date, Year, or until Employee is reemployed, whichever first occurs, Employee will be eligible to participate in the Company's Relocation Program from Employee's home in Michigan. The Company will also pay the cost of one move to a destination, of Employee's choice, within North America. Payments hereunder are subject to required withholding taxes.

Employee shall and does hereby irrevocably elect to retire upon reaching age 55 and then be eligible for pension benefits through the ABC Company Salaried Pension Plan,