

MUTUAL AGREEMENT TO ARBITRATE

This Mutual Agreement to Arbitrate ("Agreement") is entered into by and between Altman Specialty Plants, Inc. ("Company") and the employee named below ("Employee") (collectively the "Parties").

Mutual Agreement to Arbitrate and Waive Jury Trial. Company and Employee agree to resolve any and all disputes between them, past, present or future, whether or not arising out of or in any way related to Employee's application for employment with Company or the employment relationship, including any disputes upon termination, by binding arbitration as the sole and exclusive remedy of the Parties to the fullest extent permitted by law. The disputes subject to this Agreement include, but are not limited to, all potential claims relating to employment and termination of employment, such as breach of contract, tort, whistleblower, discrimination, harassment, wrongful termination, demotion or discipline, failure to accommodate, denial of family and medical leave, compensation or benefits claims, constitutional claims and claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. It includes all claims against any employee, officer, director, trustee, agent, benefit plan administrator, successor or assign of Company that arise out of or relate to their actions on behalf of Company. The Parties understand that by entering into this Agreement, both Parties are giving up their constitutional right to have any such dispute decided in a court of law, and if applicable, before a jury, and instead, agree to the use of binding arbitration as described in this Agreement. This Agreement does not include claims that, by law, may not be subject to mandatory arbitration.

_____ Employee _____ Company

FAA Applies. The Federal Arbitration Act ("FAA") shall govern the interpretation, enforcement and all arbitration proceedings. To the extent the FAA is inapplicable, or held not to require arbitration of a particular claim or claims, the arbitration law of the state in which Employee is or was last employed by Company shall apply.

_____ Employee _____ Company

Notice of Claim. Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

_____ Employee _____ Company

Individual Claim. Employee agrees that, to the fullest extent allowed by law, any claim Employee may bring will be solely in his or her individual capacity, and not as a plaintiff or class member in any purported class, representative proceeding or mass action, nor will any claim Employee may bring be combined or consolidated with that of any other person or entity. If Employee breaches this provision, any such class action, representative proceeding, mass action or consolidated claim shall be immediately dismissed.

_____ Employee _____ Company

Arbitration Procedure. The arbitration will be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes (the "AAA Rules"), in effect on the date Employee signs this Agreement. The AAA rules are available on-line at www.adr.org and upon request to Company. To the extent that any of the AAA Rules conflict with any arbitration procedures required by FAA or state law, the arbitration procedures required by state law shall govern. The arbitration will be conducted in the county in which Employee is or was last employed by Company. The arbitration will be conducted by a single neutral arbitrator agreed

upon by the Parties. In the event the Parties cannot agree on an arbitrator, the arbitrator shall be selected in accordance with the AAA Rules. The Parties are entitled to representation by an attorney or other representative of their choosing. Discovery shall be allowed and conducted in accordance with the then current AAA Rules, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator shall have the power to enter any award that could be entered by any court having competent jurisdiction. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The Parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

_____ Employee _____ Company

Costs and Fees. Company shall bear the costs of the arbitrator, forum and filing fees. Each party shall bear its own respective attorneys' fees and all other costs, unless otherwise required or allowed by law and awarded by the arbitrator.

_____ Employee _____ Company

Enforcement, Severability, and Modification. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Parties shall receive the benefit contemplated in this Agreement to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

_____ Employee _____ Company

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous inconsistent agreements.

_____ Employee _____ Company

I, the Employee, acknowledge that the Company has advised me to take my time to read this Agreement in order to make sure I understand it. I have read and had sufficient time to consider the terms of this Agreement. I am signing this Agreement voluntarily and of my own accord.

DATE	EMPLOYEE SIGNATURE
	PRINTED EMPLOYEE NAME
DATE	COMPANY REPRESENTATIVE SIGNATURE
	PRINTED NAME AND TITLE OF COMPANY REPRESENTATIVE