

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **April 21, 2006**

CRA INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction
of incorporation)

000-24049
(Commission
file number)

04-2372210
(IRS employer
identification no.)

200 Clarendon Street, Boston, Massachusetts
(Address of principal executive offices)

02116
(Zip code)

Registrant's telephone number, including area code: **(617) 425-3000**

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

At our annual meeting of stockholders held on April 21, 2006, our stockholders approved our 2006 Equity Incentive Plan. The plan authorizes the grant of a variety of incentive and performance awards to our directors, employees and independent contractors, including incentive stock options, nonqualified stock options, restricted stock awards, restricted stock unit awards, performance awards and other stock-based awards. The maximum number of shares of our common stock issuable under the plan is equal to 1,158,333 shares, which includes 658,333 shares that remained available for future awards under our 1998 incentive and nonqualified stock option plan as of April 21, 2006. This amount may be increased by up to 341,667 shares to the extent that any stock options that have been issued under our 1998 incentive and nonqualified stock option plan are forfeited after April 21, 2006. A detailed summary of the plan is included in the definitive proxy statement we filed on March 27, 2006 in connection with the annual meeting and incorporated herein by reference. A copy of the plan is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

On April 21, 2006, following the approval of our 2006 Equity Incentive Plan and in accordance with the terms of section 6.9 of the plan, our non-employee directors, Basil L. Anderson, William F. Concannon, Ronald T. Maheu, Rowland T. Moriarty and Nancy L. Rose, were each granted restricted stock awards in the amount of 1,487 shares of our common stock. The restricted stock awards vest in four equal annual installments of 25% per year beginning on the first anniversary of the date of grant and are subject to the execution of a restricted stock agreement. A copy of the form of restricted stock agreement applicable to grants of restricted stock awards to our non-employee directors pursuant to section 6.9 of the plan is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

On April 21, 2006, we granted restricted stock awards to our executive officers James C. Burrows, Robert J. Larner and C. Christopher Maxwell in the amount of 13,380, 2,973, and 2,973 shares of our common stock, respectively, under our 2006 Equity Incentive Plan. The restricted stock awards vest in four equal annual installments of 25% per year beginning on the first anniversary of the date of grant and are subject to the execution of a restricted stock agreement. A copy of the form of restricted stock agreement applicable to grants of restricted stock awards to our employees and independent contractors, including our executive officers, is attached as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

On April 18, 2006, J. Phillip Cooper, our former vice chairman and executive vice president, executed a letter agreement with us regarding his pending retirement from our firm on June 21, 2006. Dr. Cooper will remain an employee through his retirement date, continuing to receive his current base

salary and benefits, including the payment of the bonus he was awarded for fiscal 2005. The agreement provides, among other things, that upon his retirement he will receive a cash payment of \$275,000, the vesting of any stock options and restricted stock awards he holds on the date of his retirement will be accelerated by one year, his insurance benefits will continue for one year, and he will execute standard releases and waivers.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

<u>Number</u>	<u>Title</u>
10.1	2006 Equity Incentive Plan (incorporated by reference to Annex A of our definitive proxy statement filed on March 27, 2006).
10.2	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan.
10.3	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CRA INTERNATIONAL, INC.

Dated: April 27, 2006

By: /s/Wayne D. Mackie
Wayne D. Mackie
Vice President, Treasurer, and
Chief Financial Officer

Exhibit Index

<u>Number</u>	<u>Title</u>
10.1	2006 Equity Incentive Plan (incorporated by reference to Annex A of our definitive proxy statement filed on March 27, 2006).
10.2	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan.
10.3	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan.

CRA INTERNATIONAL, INC. RESTRICTED STOCK AGREEMENTNotification and Acceptance of Restricted Stock Award
Non-Employee Director Award Pursuant to Section 6.9 of the Plan

Pursuant to the CRA International, Inc. 2006 Equity Incentive Plan (the "Plan"), the Director named below (hereinafter the "Holder") has been granted _____ shares (the "Restricted Shares") of the Company's Common Stock, without par value ("Common Stock"), subject to the restrictions stated below and in the Plan, on the condition that the Holder execute and deliver this Agreement.

In accordance with the Plan, the Company is therefore pleased to offer you the following Restricted Stock Award:

Grant Date: []

Director Name, Residential Address and Social Security Number:

Number of shares of Common Stock granted in this Restricted Stock Award: _____ shares of the Company's Common Stock

Vesting Period: Four years, with Twenty-five Percent (25%) of the Restricted Stock Award vesting on each anniversary of the Grant Date.

Vesting Schedule

Date	% Vested
[]	25%
[]	50%
[]	75%
[]	100%

This Restricted Stock Award is subject to the terms and conditions of the Restricted Stock Agreement set forth below (the "Agreement"). By signing below you both accept this Restricted Stock Award and acknowledge that you have read, understand, agree to and accept the terms and conditions of the Agreement set forth below.

Signed as a Massachusetts agreement under seal as of the Grant Date:

CRA INTERNATIONAL, INC.

James C. Burrows
President and CEO

{Insert Holder name}

Restricted Stock Agreement

The terms of this Agreement shall govern the attached Notification and Acceptance of Restricted Stock Award (the "Award"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Award. The Company agrees to issue to the Holder in consideration of the premises and for valuable consideration, the receipt whereof is hereby acknowledged, subject to the terms and conditions of the Plan and this Agreement as follows:

1. Vesting Schedule. The interest of the Holder in the Restricted Shares shall vest as to one-fourth of the Restricted Shares on the first anniversary of the Grant Date, and as to an additional one-fourth on each succeeding anniversary, so as to be 100% vested on the fourth anniversary thereof, conditioned upon the Holder's continued service as a Director of the Company as of each vesting date. Notwithstanding the foregoing, the interest of the Holder in the Restricted Shares shall vest as to 100% of the then unvested Restricted Shares upon the Holder's termination of service to the Company due to death or Disability. As used herein, the term "Disability" shall mean any condition, arising by reason of ill health or otherwise, on account of which the Holder shall become unable to perform services as a Director of the Company for a period of six (6) consecutive months.

2. Forfeiture of Restricted Shares.

(a) The Restricted Shares may not be sold, pledged or otherwise transferred until the Restricted Shares become vested in accordance with Section 1. The period of time between the Grant Date and the date Restricted Shares become vested is referred to herein as the "Restriction Period" for each of such shares.

(b) If service for the Company as a Director is terminated by the Company for any reason (other than death or Disability), the balance of the Restricted Shares which has not vested at the time of the Holder's termination of service shall be forfeited by the Holder and shall automatically be returned to the Company.

3. Escrow of Certificates.

(a) Simultaneously with the execution of this Agreement, the Holder shall deposit with the Company the certificate or certificates representing all of the Restricted Shares and shall promptly upon acquisition of any additional shares of stock, property or securities described in Paragraphs 5 and 6 hereof, deposit with the Company the certificate or certificates for such additional shares. Any such additional shares shall for all purposes be deemed Restricted Shares under this Agreement. To all certificates deposited by the Holder with the Company, there shall be attached a stock power or stock powers, duly executed by the Holder in blank, constituting and appointing the Company his attorney to transfer such stock on the books of the Company. The

Company shall hold such certificates and stock powers for the purposes of this Agreement. Notwithstanding anything to the contrary herein, the Company may elect to have the Restricted Shares, including, without limitation, any additional shares of stock, property or securities described in Paragraphs 5 and 6 hereof, issued in book-entry in the Company's stock record books, and shall not be required to issue a physical certificate to the Holder until such Restricted Shares are no longer subject to forfeiture. The Holder shall continue to be the

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owner of the Restricted Shares, despite such deposit and stock powers or book-entry issuance, and shall be entitled to exercise all rights of ownership in such Restricted Shares, subject, however, to the provisions of this Agreement.

(b) In performing its duties under this Agreement, the Company shall be entitled to rely upon any statement, notice, or other writing which it shall in good faith believe to be genuine and to be signed or presented by a proper party or parties or on other evidence or information deemed by him to be reliable. In no event shall the Company be liable for any action taken or omitted in good faith. The Company may consult with its counsel or counsel of any of the other parties hereto and, without limiting the generality of the preceding sentence, shall not be held liable for any action taken or omitted in good faith on advice of such counsel.

It is further agreed that if any controversy arises, between the parties hereto or with any third person, with respect to the Restricted Shares or any part of the subject matter of this Agreement, its terms or conditions, the Company shall not be required to take any actions in the premises, but may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as it may require, notwithstanding anything in this Agreement to the contrary, and in such event the Company shall not be liable for interest or damages.

In the event that a dispute should arise with respect to the delivery, right to possession, and/or ownership of the certificates held by the Company representing the Restricted Shares, the Company is authorized to retain such certificates and evidences in its possession, or any portion thereof, without liability to anyone, until such dispute shall have been settled either by mutual written agreement of the parties concerned or by final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but the Company shall be under no duty whatsoever hereunder to institute or defend any such proceedings.

The provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

4. Restriction on Transfer. Other than as set forth in the preceding Paragraphs of this Agreement with respect to transfers to the Company, the Holder shall not sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise (collectively, "transfer"), any of the Restricted Shares or any interest therein, unless and until such Restricted Shares are no longer subject to forfeiture under Paragraph 2 and, accordingly, the Restriction Period with respect to such shares has terminated.

5. Stock Dividends and Certain Other Issuances and Payments. If the Company shall pay a stock dividend on, or have a merger, consolidation, capital reorganization or recapitalization in which while existing Common Stock remains outstanding, new stock is issued with respect to any of the Common Stock, the shares of stock of the Company issued in payment of such dividend on, or issued in connection with such merger, consolidation, capital reorganization or recapitalization shall be added to, and deemed part of, the Restricted Shares for all purposes of this Agreement. If the Company shall make a distribution of property other than cash on any of the Common Stock, or shall distribute to its stockholders shares of stock of

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another corporation, the property or shares of stock of such other corporation distributed with respect to the Restricted Shares shall be added to and deemed part of the Restricted Shares for all purposes of this Agreement. References in Paragraph 3 to additional shares of stock and certificates for such shares as described in Paragraphs 5 and 6 and stock powers therefor shall be deemed to include, without limitation, reference to such property and instruments evidencing substituted securities described in Paragraph 6 and to appropriate instruments of transfer therefor, respectively. In the event of any such dividend, merger, consolidation, capital reorganization or recapitalization in which while existing Common Stock remains outstanding, new stock is issued, or in the event of any such distribution of property or shares of another corporation, unvested Restricted Shares shall remain subject to forfeiture as set forth above, but the provisions hereof shall be appropriately adjusted by the Company so that they will continue to apply with similar effect to such new Restricted Shares.

6. Stock Splits, Recapitalizations and Other Events. If the outstanding shares of the Common Stock shall be subdivided into a greater number of shares or combined into a smaller number of shares, or in the event of a reclassification of the outstanding shares of Common Stock, or if the Company shall be a party to any merger, consolidation, recapitalization or capital reorganization in which securities are issued in exchange for the Restricted Shares, there shall be substituted for the Restricted Shares hereunder such amount and kind of securities as are issued in such subdivision, combination, reclassification, merger, consolidation, recapitalization or capital reorganization with respect to the Restricted Shares outstanding immediately prior thereto, and thereafter such securities shall for all purposes be deemed the Restricted Shares hereunder. In any such event, the unvested Restricted Shares shall remain subject to forfeiture as set forth above, but the provisions hereof shall be appropriately adjusted by the Company so that they will continue to apply with similar effect to such new Restricted Shares.

7. No Transfer in Violation of Agreement. The Company shall not be required to transfer any of the Restricted Shares on its books which shall purportedly have been sold, assigned or otherwise transferred in violation of this Agreement, or to treat as owner of such shares, or to accord the right to vote as such owner or to pay dividends to, any person or entity to which any such shares shall purportedly have been sold, assigned or otherwise transferred in violation of this Agreement. It is expressly understood and agreed that the restrictions on transfer imposed by this Agreement shall apply not only to voluntary transfers but also to involuntary transfers, by operation of law or otherwise. The Holder shall pay all legal fees and expenses of the Company arising out of or relating to any purported sale, assignment or transfer of any Restricted Shares in violation of this Agreement.

8. Legend. The certificates representing any shares of the Restricted Shares to be issued to the Holder that are subject to forfeiture shall have endorsed thereon, in addition to any other legends thereon, legends substantially in the following form:

The securities represented by this certificate are subject to restrictions on transfer and forfeiture to the Corporation, as set forth in a restricted stock agreement between the Corporation and the registered holder hereof, a copy of which will be provided to the holder hereof by the Corporation upon written request and without charge.

9. **Severability.** If any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

10. **Equitable Relief.** The Holder acknowledges that money damages alone will not adequately compensate the Company for breach of any of the Holder's covenants and agreements herein and, therefore, agrees that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, at law, in equity or otherwise, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof.

11. **Tax Matters.** The Holder will be liable for any and all taxes, including, without limitation, withholding taxes, arising out of the grant or the vesting of the Restricted Shares hereunder, and shall be solely responsible for obtaining such tax treatment of the Restricted Shares and of Holder's receipt thereof as the Holder may desire, including, without limitation, any timely filing of an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.

(a) The Holder will provide the Company with all information that the Company shall request in connection with the Holder's receipt of the Restricted Shares, and any subsequent sale(s) or other disposition(s) thereof in order for the Company to satisfy tax, accounting and securities laws reporting and other regulatory requirements. Information with respect to sale(s) or disposition(s) of Restricted Shares by the Holder should be delivered to the Company before the end of the month within which they occurred. Information should be provided to the attention of the Company's General Counsel or, in his absence, to its Chief Financial Officer.

(b) Any other provision of this Agreement to the contrary notwithstanding, the Holder shall defend, indemnify and hold the Company harmless from and against any and all damages, costs, expenses, fines, penalties, reasonable attorney's fees and claims of every kind or nature arising from the Holder's failure to provide any information required hereunder or to pay any tax amounts promptly and when due.

(c) **Section 83(b) Tax Election.** Holder acknowledges that the Company has advised the Holder of the possibility of making an election under Section 83(b) of the Code with respect to the Restricted Shares. The Holder should consult with his or her tax advisor to determine the tax consequences of acquiring the Restricted Shares and the potential advantages and potential disadvantages of filing the Section 83(b) election in light of the Holder's individual circumstances. The Holder acknowledges that it is his or her sole responsibility, and not that of the Company or any of its subsidiaries, to file a timely election under Section 83(b) and that the right to make such an election will be lost if notice of such election is not timely filed.

(d) Holder shall, no later than the date as of which the value of any Restricted Shares first becomes includable in the gross income of the Holder for Federal income tax

purposes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of any Federal, state, local and/or payroll taxes of any kind required by law to be withheld as a result thereof. The Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Holder.

12. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery, (b) on the first business day after being sent by express mail or a nationally recognized overnight courier service, (c) upon transmission by facsimile with receipt confirmed, or (d) on the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid. To be effective, any such notice shall be addressed, if to the Company, at its principal office, and if to the Holder at the last address of record on the books of the Company or at such other address as such party may designate by ten (10) days prior written notice to the other party hereto.

13. **Benefit of the Agreement.** The rights and obligations of the Holder hereunder are personal to the Holder, and except as otherwise expressly provided herein, such rights and obligations may not be assigned or delegated by the Holder without the prior written consent of the Company. Any assignment or delegation of such rights and obligations of the Holder absent such consent shall be void and of no force or effect. This Agreement shall inure to the benefit of, and be binding upon, the legal representatives, successors and assigns of the Company and the heirs, legal representatives, successors and permitted assigns of the Holder. The rights and remedies of the Company hereunder shall be cumulative and in addition to all other rights and remedies the Company may have, at law, in equity, by contract or otherwise. No modification, renewal, extension, waiver or termination of this Agreement or any of the provisions herein contained shall be binding upon the Company unless made in writing and signed by a duly authorized officer of the Company.

14. **Choice of Law and Forum.** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws. All litigation arising from or relating to this Agreement shall be filed and prosecuted before any court of competent subject matter jurisdiction located in Boston, Massachusetts. The Holder consents to the jurisdiction of such courts over him, stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenants not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.

15. **Construction.** The genders and numbers used in this Agreement are used as reference terms only and shall apply with the same effect whether the parties are of the masculine, neuter or feminine gender, corporate or other form, and the singular shall likewise include the plural.

CRA INTERNATIONAL, INC. RESTRICTED STOCK AGREEMENT

Notification and Acceptance of Restricted Stock Award
Employee or Independent Contractor Award

Pursuant to the CRA International, Inc. 2006 Equity Incentive Plan (the "Plan"), the Employee or Independent Contractor named below (hereinafter the "Holder") has been granted _____ shares (the "Restricted Shares") of the Company's Common Stock, without par value ("Common Stock"), subject to the restrictions stated below and in the Plan, on the condition that the Holder execute and deliver this Agreement.

In accordance with the Plan, the Company is therefore pleased to offer you the following Restricted Stock Award:

Grant Date: [_____]

Holder Name, Residential Address and Social Security Number: _____

Number of shares of Common Stock granted in this Restricted Stock Award: _____ shares of the Company's Common Stock

Vesting Period: Four years, with Twenty-five Percent (25%) of the Restricted Stock Award vesting on each anniversary of the Grant Date.

Vesting Schedule

Date	% Vested
[_____]	25%
[_____]	50%
[_____]	75%
[_____]	100%

This Restricted Stock Award is subject to the terms and conditions of the Restricted Stock Agreement set forth below (the "Agreement"). By signing below you both accept this Restricted Stock Award and acknowledge that you have read, understand, agree to and accept the terms and conditions of the Agreement set forth below. As a condition to receiving this Restricted Stock Award, the Holder shall execute a Non-Solicit / Non-Hire Agreement with the Company, dated as of the Grant Date.

Signed as a Massachusetts agreement under seal as of the Grant Date:

CRA INTERNATIONAL, INC.

James C. Burrows
 President and CEO

{Insert Holder name}

Restricted Stock Agreement

The terms of this Agreement shall govern the attached Notification and Acceptance of Restricted Stock Award (the "Award"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Award. The Company agrees to issue to the Holder in consideration of the premises and for valuable consideration, the receipt whereof is hereby acknowledged, subject to the terms and conditions of the Plan and this Agreement as follows:

1. Vesting Schedule. The interest of the Holder in the Restricted Shares shall vest as to one-fourth of the Restricted Shares on the first anniversary of the Grant Date, and as to an additional one-fourth on each succeeding anniversary, so as to be 100% vested on the fourth anniversary thereof, conditioned upon the Holder's continued employment with or performance of services for the Company as of each vesting date. Notwithstanding the foregoing, the interest of the Holder in the Restricted Shares shall vest as to 100% of the then unvested Restricted Shares upon the Holder's termination of service to the Company due to death or Disability. As used herein, the term "Disability" shall mean any condition, arising by reason of ill health or otherwise, on account of which the Holder shall become unable to perform services as an employee or independent contractor of the Company for a period of six (6) consecutive months; provided, however, that the Holder is not competing directly or indirectly with the Company, as determined by the Company in its discretion.

2. Forfeiture of Restricted Shares.

(a) The Restricted Shares may not be sold, pledged or otherwise transferred until the Restricted Shares become vested in accordance with Section 1. The period of time between the Grant Date and the date Restricted Shares become vested is referred to herein as the "Restriction Period" for each of such shares.

(b) If service for the Company as an employee or independent contractor is terminated by the Company for any reason (other than death or Disability), the balance of the Restricted Shares which has not vested at the time of the Holder's termination of service shall be forfeited by the Holder and shall automatically be returned to the Company.

3. Escrow of Certificates.

(a) Simultaneously with the execution of this Agreement, the Holder shall deposit with the Company the certificate or certificates representing all of the Restricted Shares and shall promptly upon acquisition of any additional shares of stock, property or securities described in Paragraphs 5

and 6 hereof, deposit with the Company the certificate or certificates for such additional shares. Any such additional shares shall for all purposes be deemed Restricted Shares under this Agreement. To all certificates deposited by the Holder with the Company, there shall be attached a stock power or stock powers, duly executed by the Holder in blank, constituting and appointing the Company his attorney to transfer such stock on the books of the Company. The Company shall hold such certificates and stock powers for the purposes of this Agreement. Notwithstanding anything to the contrary herein, the Company may elect to have the Restricted Shares, including, without limitation, any additional shares of stock, property or securities described in Paragraphs 5 and 6 hereof, issued in book-entry in the Company's stock record books, and shall not be required to issue a physical certificate to the Holder until such Restricted Shares are no longer subject to forfeiture. The Holder shall continue to be the

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owner of the Restricted Shares, despite such deposit and stock powers or book-entry issuance, and shall be entitled to exercise all rights of ownership in such Restricted Shares, subject, however, to the provisions of this Agreement.

(b) In performing its duties under this Agreement, the Company shall be entitled to rely upon any statement, notice, or other writing which it shall in good faith believe to be genuine and to be signed or presented by a proper party or parties or on other evidence or information deemed by him to be reliable. In no event shall the Company be liable for any action taken or omitted in good faith. The Company may consult with its counsel or counsel of any of the other parties hereto and, without limiting the generality of the preceding sentence, shall not be held liable for any action taken or omitted in good faith on advice of such counsel.

It is further agreed that if any controversy arises, between the parties hereto or with any third person, with respect to the Restricted Shares or any part of the subject matter of this Agreement, its terms or conditions, the Company shall not be required to take any actions in the premises, but may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as it may require, notwithstanding anything in this Agreement to the contrary, and in such event the Company shall not be liable for interest or damages.

In the event that a dispute should arise with respect to the delivery, right to possession, and/or ownership of the certificates held by the Company representing the Restricted Shares, the Company is authorized to retain such certificates and evidences in its possession, or any portion thereof, without liability to anyone, until such dispute shall have been settled either by mutual written agreement of the parties concerned or by final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but the Company shall be under no duty whatsoever hereunder to institute or defend any such proceedings.

The provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

4. Restriction on Transfer. Other than as set forth in the preceding Paragraphs of this Agreement with respect to transfers to the Company, the Holder shall not sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise (collectively, "transfer"), any of the Restricted Shares or any interest therein, unless and until such Restricted Shares are no longer subject to forfeiture under Paragraph 2 and, accordingly, the Restriction Period with respect to such shares has terminated.

5. Stock Dividends and Certain Other Issuances and Payments. If the Company shall pay a stock dividend on, or have a merger, consolidation, capital reorganization or recapitalization in which while existing Common Stock remains outstanding, new stock is issued with respect to any of the Common Stock, the shares of stock of the Company issued in payment of such dividend on, or issued in connection with such merger, consolidation, capital reorganization or recapitalization shall be added to, and deemed part of, the Restricted Shares for all purposes of this Agreement. If the Company shall make a distribution of property other than cash on any of the Common Stock, or shall distribute to its stockholders shares of stock of another corporation, the property or shares of stock of such other corporation distributed with respect to the Restricted Shares shall be added to and deemed part of the Restricted Shares for all

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purposes of this Agreement. References in Paragraph 3 to additional shares of stock and certificates for such shares as described in Paragraphs 5 and 6 and stock powers therefor shall be deemed to include, without limitation, reference to such property and instruments evidencing substituted securities described in Paragraph 6 and to appropriate instruments of transfer therefor, respectively. In the event of any such dividend, merger, consolidation, capital reorganization or recapitalization in which while existing Common Stock remains outstanding, new stock is issued, or in the event of any such distribution of property or shares of another corporation, unvested Restricted Shares shall remain subject to forfeiture as set forth above, but the provisions hereof shall be appropriately adjusted by the Company so that they will continue to apply with similar effect to such new Restricted Shares.

6. Stock Splits, Recapitalizations and Other Events. If the outstanding shares of the Common Stock shall be subdivided into a greater number of shares or combined into a smaller number of shares, or in the event of a reclassification of the outstanding shares of Common Stock, or if the Company shall be a party to any merger, consolidation, recapitalization or capital reorganization in which securities are issued in exchange for the Restricted Shares, there shall be substituted for the Restricted Shares hereunder such amount and kind of securities as are issued in such subdivision, combination, reclassification, merger, consolidation, recapitalization or capital reorganization with respect to the Restricted Shares outstanding immediately prior thereto, and thereafter such securities shall for all purposes be deemed the Restricted Shares hereunder. In any such event, the unvested Restricted Shares shall remain subject to forfeiture as set forth above, but the provisions hereof shall be appropriately adjusted by the Company so that they will continue to apply with similar effect to such new Restricted Shares.

7. No Transfer in Violation of Agreement. The Company shall not be required to transfer any of the Restricted Shares on its books which shall purportedly have been sold, assigned or otherwise transferred in violation of this Agreement, or to treat as owner of such shares, or to accord the right to vote as such owner or to pay dividends to, any person or entity to which any such shares shall purportedly have been sold, assigned or otherwise transferred in violation of this Agreement. It is expressly understood and agreed that the restrictions on transfer imposed by this Agreement shall apply not only to voluntary transfers but also to involuntary transfers, by operation of law or otherwise. The Holder shall pay all legal fees and expenses of the Company arising out of or relating to any purported sale, assignment or transfer of any Restricted Shares in violation of this Agreement.

8. Legend. The certificates representing any shares of the Restricted Shares to be issued to the Holder that are subject to forfeiture shall have endorsed thereon, in addition to any other legends thereon, legends substantially in the following form:

The securities represented by this certificate are subject to restrictions on transfer and forfeiture to the Corporation, as set forth in a restricted stock agreement between the Corporation and the registered holder hereof, a copy of which will be provided to the holder hereof by the Corporation upon written request and without charge.

9. **Severability.** If any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Any

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invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

10. **Equitable Relief.** The Holder acknowledges that money damages alone will not adequately compensate the Company for breach of any of the Holder's covenants and agreements herein and, therefore, agrees that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, at law, in equity or otherwise, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof.

11. **Tax Matters.** The Holder will be liable for any and all taxes, including, without limitation, withholding taxes, arising out of the grant or the vesting of the Restricted Shares hereunder, and shall be solely responsible for obtaining such tax treatment of the Restricted Shares and of Holder's receipt thereof as the Holder may desire, including, without limitation, any timely filing of an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.

(a) The Holder will provide the Company with all information that the Company shall request in connection with the Holder's receipt of the Restricted Shares, and any subsequent sale(s) or other disposition(s) thereof in order for the Company to satisfy tax, accounting and securities laws reporting and other regulatory requirements. Information with respect to sale(s) or disposition(s) of Restricted Shares by the Holder should be delivered to the Company before the end of the month within which they occurred. Information should be provided to the attention of the Company's General Counsel or, in his absence, to its Chief Financial Officer.

(b) Any other provision of this Agreement to the contrary notwithstanding, the Holder shall defend, indemnify and hold the Company harmless from and against any and all damages, costs, expenses, fines, penalties, reasonable attorney's fees and claims of every kind or nature arising from the Holder's failure to provide any information required hereunder or to pay any tax amounts promptly and when due.

(c) **Section 83(b) Tax Election.** Holder acknowledges that the Company has advised the Holder of the possibility of making an election under Section 83(b) of the Code with respect to the Restricted Shares. The Holder should consult with his or her tax advisor to determine the tax consequences of acquiring the Restricted Shares and the potential advantages and potential disadvantages of filing the Section 83(b) election in light of the Holder's individual circumstances. The Holder acknowledges that it is his or her sole responsibility, and not that of the Company or any of its subsidiaries, to file a timely election under Section 83(b) and that the right to make such an election will be lost if notice of such election is not timely filed.

(d) Holder shall, no later than the date as of which the value of any Restricted Shares first becomes includable in the gross income of the Holder for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of any Federal, state, local and/or payroll taxes of any kind required by law to be withheld as a result thereof. The Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Holder.

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12. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery, (b) on the first business day after being sent by express mail or a nationally recognized overnight courier service, (c) upon transmission by facsimile with receipt confirmed, or (d) on the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid. To be effective, any such notice shall be addressed, if to the Company, at its principal office, and if to the Holder at the last address of record on the books of the Company or at such other address as such party may designate by ten (10) days prior written notice to the other party hereto.

13. **Benefit of the Agreement.** The rights and obligations of the Holder hereunder are personal to the Holder, and except as otherwise expressly provided herein, such rights and obligations may not be assigned or delegated by the Holder without the prior written consent of the Company. Any assignment or delegation of such rights and obligations of the Holder absent such consent shall be void and of no force or effect. This Agreement shall inure to the benefit of, and be binding upon, the legal representatives, successors and assigns of the Company and the heirs, legal representatives, successors and permitted assigns of the Holder. The rights and remedies of the Company hereunder shall be cumulative and in addition to all other rights and remedies the Company may have, at law, in equity, by contract or otherwise. No modification, renewal, extension, waiver or termination of this Agreement or any of the provisions herein contained shall be binding upon the Company unless made in writing and signed by a duly authorized officer of the Company.

14. **Choice of Law and Forum.** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. All litigation arising from or relating to this Agreement shall be filed and prosecuted before any court of competent subject matter jurisdiction located in Boston, Massachusetts. The Holder consents to the jurisdiction of such courts over him, stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenants not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.

15. **Construction.** The genders and numbers used in this Agreement are used as reference terms only and shall apply with the same effect whether the parties are of the masculine, neuter or feminine gender, corporate or other form, and the singular shall likewise include the plural.

