SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **1995-05-10** | Period of Report: **1995-03-31**
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FILER

GREAT DANE HOLDINGS INC

CIK:**51200**| IRS No.: **540698116** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **10-Q** | Act: **34** | File No.: **001-05599** | Film No.: **95535933**
SIC: **3715** Truck trailers

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2016 N PITCHER ST
KALAMAZOO MI 49007
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FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

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

For the period ended March 31, 1995

OR

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

For the transition period from ____________________ to ____________________

Commission file number 1-5599

GREAT DANE HOLDINGS INC.

(Exact name of registrant as specified in its charter)

DELAWARE	54-0698116
(State or other jurisdiction of incorporation or organization)	(I. R. S. Employer Identification No.)

2016 North Pitcher Street, Kalamazoo, Michigan	49007
(Address of principal executive office)	(Zip Code)

Registrant's telephone number, including area code: (616) 343-6121

Indicate by check mark whether Registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that Registrant was required to file such reports), and (2) has been subject to such filing requirements for the

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past 90 days. Yes X No

There were 16,800,000 shares of Registrant's only class of common stock outstanding as of May 9, 1995.

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GREAT DANE HOLDINGS INC. AND SUBSIDIARIES

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Balance-Sheets
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CONSOLIDATED BALANCE SHEETS
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
(in thousands, except per share amounts)
(unaudited)

<S>	December 31, 1994 <C>	March 31, 1995 <C>
ASSETS		
Cash and cash equivalents	$ 34,875	$ 39,554
Accounts receivable, less allowance for doubtful accounts of $1,342 (1994) $1,562 (1995)	90,076	107,146
Inventories	96,580	106,315
Other current assets	19,729	19,948
Total current assets	241,260	272,963
Property, plant and equipment, net	113,948	121,750
Insurance Subsidiary's investments	91,094	91,622
Cost in excess of net assets acquired, net of accumulated amortization of $7,502 (1994) and $7,814 (1995)	42,493	42,181
Trademark, net of accumulated amortization of $2,100 (1994) and $2,187 (1995)	11,346	11,259
Other assets	21,910	27,569

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Total Assets	$ 522,051	$ 567,344

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Balance-Sheets--Continued
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CONSOLIDATED BALANCE SHEETS--CONTINUED
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
(in thousands, except per share amounts)
(unaudited)

<S>	December 31, 1994 <C>	March 31, 1995 <C>
LIABILITIES AND SHAREHOLDERS' DEFICIT:		
Accounts payable	$ 80,863	$ 92,806
Notes payable	5,000	---
Income taxes payable	12,663	18,037
Accrued compensation	17,955	18,167
Accrued interest	11,802	6,079
Customer deposits	14,113	8,677
Other accrued liabilities	36,402	39,718
Current portion of long-term debt	13,613	14,111
Total current liabilities	192,411	197,595
Long-term debt, excluding current portion:		
Shareholders	30,000	---
Other	244,652	295,420
	274,652	295,420
Insurance Subsidiary's unpaid losses and loss adjustment expenses	69,318	70,954
Unearned insurance premiums	12,203	18,365
Deferred income taxes	2,750	438
Postretirement benefits other than pensions	51,061	51,360
Other noncurrent liabilities	46,372	49,849
Minority interest	586	999

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Total liabilities	649,353	684,980
Shareholders' deficit--Note A:		
Common stock, par value $0.01:		
Authorized 50,000 shares		
Outstanding 16,800 shares	168	168
Additional paid-in capital	14,832	14,832
Retained-earnings deficit	(11,869)	(3,577)
Unrealized appreciation (depreciation) on Insurance Subsidiary's investments in certain debt and equity securities	(2,060)	(686)
Notes receivable from shareholders	(625)	---
Amount paid in excess of Checker's net assets	(127,748)	(128,373)
Total shareholders' deficit	(127,302)	(117,636)
Total Liabilities and Shareholders' Deficit	$ 522,051	$ 567,344

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See notes to consolidated financial statements.

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Statements of Operations--3 Months
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CONSOLIDATED STATEMENTS OF OPERATIONS
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended March 31, 1994	1995
<S>	<C>	<C>
Revenues	$ 271,680	$ 322,393
Cost of revenues	(230,835)	(276,531)
Gross profit	40,845	45,862
Selling, general and administrative expense	(21,454)	(23,376)
Operating profit	19,391	22,486
Interest expense	(10,044)	(10,464)
Interest income	1,660	2,277
Other income, net	604	712
Income before minority equity and		

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income taxes	11,611	15,011
Minority equity	---	(413)
Income before income taxes	11,611	14,598
Income tax expense	(5,225)	(6,305)
Net income	$ 6,386	$ 8,293
Weighted average number of shares used in per share computations--Note A	16,800	16,800
Net income per share--Note A	$ 0.38	$ 0.49

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See notes to consolidated financial statements.

<PAGE-5>
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Statements of Cash Flows
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CONSOLIDATED STATEMENTS OF CASH FLOWS
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
(in thousands)
(unaudited)

	Three Months Ended March 31, 1994	1995
<S>	<C>	<C>
Cash flows from operating activities:		
Net income	$ 6,386	$ 8,293
Adjustments to reconcile net income to net cash provided by operating activities:		

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Depreciation and amortization	5,631	5,398
Deferred income tax benefit	(581)	(3,055)
Amortization of cost in excess of net assets acquired	313	312
Amortization of debt discount	393	439
Gain on sale of property, plant and equipment	---	(182)
Investment gains	(274)	(80)
Increase in minority equity	---	413
Other noncash charges	2,626	4,068
Changes in operating assets and liabilities:		
Accounts receivable	(25,281)	(17,147)
Inventories	8,052	(9,735)
Other assets	(1,176)	(6,242)
Accounts payable	56	13,554
Income taxes	5,840	5,375
Unpaid losses and loss adjustment expenses	897	1,636
Unearned insurance premiums	6,692	6,162
Postretirement benefits other than pensions	403	299
Other liabilities	(7,791)	(9,405)
Net cash flow provided by operating activities	2,186	103

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Statements of Cash Flows--Continued
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CONSOLIDATED STATEMENTS OF CASH FLOWS--CONTINUED
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	1994	1995
<S>	<C>	<C>
Cash flows from investing activities:		

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Purchases of property, plant and equipment	$ (6,903)	$ (13,370)
Proceeds from disposal of property, plant and equipment and other productive assets	516	352
Purchase of investments available for sale	(3,901)	(7,697)
Purchases of investments held to maturity	(2,793)	---
Proceeds from sale of investments available for sale	346	4,411
Proceeds from maturity or redemption of investments held to maturity	7,723	5,054
Other	143	---
Net cash flow used in investing activities	(4,869)	(11,250)
Cash flows from financing activities:		
Proceeds from borrowings	---	90,822
Repayments of borrowings	(4,553)	(74,996)
Return of limited partner's capital	(234)	---
Net cash flow provided by (used in) financing activities	(4,787)	15,826
Increase (decrease) in cash and cash equivalents	(7,470)	4,679
Beginning cash and cash equivalents	40,078	34,875
Ending cash and cash equivalents	$ 32,608	$ 39,554

</TABLE>

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES
MARCH 31, 1995
(unaudited)

NOTE A--ORGANIZATION AND PRINCIPLES OF CONSOLIDATION

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On March 27, 1995, in anticipation of an initial public offering ("IPO") the Company filed an amendment to its Certificate of Incorporation increasing the number of authorized shares of common stock to 50 million, reducing the par value to $0.01 per common share and splitting the shares 16,800 to 1. This resolution also authorized 5 million shares of $1 par value preferred stock. All share and per share data and affected amounts have been adjusted to reflect these changes as though they had occurred at the beginning of the earliest period presented.

The consolidated financial statements include the accounts of Great Dane Holdings Inc. and its subsidiaries, including Great Dane Trailers, Inc. (Great Dane) and Checker Motors Corporation ("Motors") and Motors' wholly-owned subsidiaries, including American Country Insurance Company ("Insurance Subsidiary" or "Country").

NOTE B--BASIS OF PRESENTATION

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles for interim financial information, the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In Management's opinion, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three months ended March 31, 1995, are not necessarily indicative of the results that may be expected for the year ending December 31, 1995. For further information, refer to the audited consolidated financial statements and footnotes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 1994.

NOTE C-INVENTORIES

Inventories are summarized below (dollars in thousands):
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<S>	December 31, 1994 <C>	March 31, 1995 <C>
Raw materials and supplies	$ 60,998	$ 63,711
Work-in-process	15,877	17,453
Finished goods	19,705	25,151
	$ 96,580	$ 106,315

</TABLE>

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NOTE D--BORROWINGS

In January 1995, Motors and its subsidiaries finalized a refinancing with a bank whereby Motors entered into a loan agreement providing for a $45 million term loan and a $20 million revolving credit facility. The funds from the term loan were used to repay approximately $27 million of bank debt including the Partnership term loan, the equipment term loan and the notes payable to the bank, provide $15 million to the Company to retire a portion of certain notes outstanding to the Company's shareholders and pay fees and expenses. Availability under the revolving credit facility is based on the amount of eligible trade accounts receivable and inventory and may be used for working capital needs, as well as for other general corporate purposes.

The new term loan requires twenty quarterly principal payments of approximately $2.3 million, commencing June 30, 1995, plus interest at either the bank's prime rate plus 1.25% (subject to reductions of up to 0.5% upon the occurrence of certain events) or a selected Eurodollar contract rate plus 3% (subject to reductions of up to 0.5% upon the occurrence of certain events). The new term loan is secured by substantially all of Motors' assets including the stock of its subsidiaries. The new term loan agreement requires Motors to, among other things, comply with certain financial covenants, limits addition to and sales of Motors' fixed assets and limits additional borrowings by Motors.

In February 1995, Great Dane amended its loan and security agreement. Pursuant to the amended agreement, the Lenders have loaned $28 million as a term loan and have agreed to provide, at any given time, up to $150 million (less amounts then outstanding as a term loan) as a revolving credit facility (subject to availability based on the amount of eligible trade accounts receivable and inventory) to be used as working capital by Great Dane and for other general corporate purposes. The initial term loan proceeds, which were drawn immediately upon closing, were used, together with drawings under the revolver, to repay approximately $17 million of bank debt, provide $15 million to the Company to retire the balance of the shareholder notes and pay fees and expenses. The term loan requires monthly principal payments of $0.3 million plus interest on the unpaid principal amount of the loan in arrears at a rate equal to 1% above the prime rate of interest charged from time to time by Bank of America or a rate equal to 2.5% above a selected Eurodollar contract rate with the unpaid principal balance due five years after the closing date. The loans are secured by substantially all of the assets of Great Dane and its subsidiaries. The Agreement requires Great Dane to, among other things, comply with certain financial covenants, and limits the amounts of loans and transfers to the Company, limits additions to and sales of Great Dane's fixed assets and limits additional Great Dane borrowings.

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NOTE E--INCOME TAXES

The Company's estimated effective tax rate differs from the statutory rate because of state income taxes as well as the impact of the reporting of certain income and expense items in the financial statements which are not taxable or deductible for income tax purposes.

NOTE F--STOCK OPTIONS

During the quarter ended March 31, 1995, the Board of Directors adopted an option plan for an executive officer of the Company and granted him an option to purchase 52,500 shares of common stock, subject to completion of an IPO, at an exercise price of $1.00 per share. Further, during the quarter, the Board of Directors also adopted, subject to the completion of an IPO and subject to approval by the Compensation Committee and by the stockholders, the 1994 Option Plan and the Outside Directors Option Plan.

ITEM 2
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Available cash and cash equivalents, cash flow generated from operations ($2.2 million and $0.1 million for the three months ended March 31, 1994 and 1995, respectively), proceeds from borrowings and proceeds from disposal of assets have provided sufficient liquidity and capital resources for the Company to conduct its operations during the first three months of 1994 and 1995.

In January and February 1995, the Company's subsidiaries refinanced their indebtedness to banks (see Note D). These refinancings had the effect of improving liquidity by increasing funds available to the subsidiaries in the form of higher line of credit availability and providing additional funds under term loan arrangements. Certain funds from these refinancings were made available to the Company and the notes payable to shareholders were repaid with these funds.

On November 23, 1994, the Company filed a registration statement on Form S-1 with the Securities and Exchange Commission in connection with an IPO of the Company's common stock. On April 7, 1995, the Company announced that it was withdrawing the IPO and would not complete the transaction. Certain costs were incurred in connection with the IPO. Because the IPO was not completed, these

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costs, which totaled approximately $1.0 million (pre-tax), have been charged to income in the quarter ended March 31, 1995.

The Company is a holding company and is, therefore, dependent on cash flow from its subsidiaries in order to meet its obligations. The Company's operating subsidiaries are required, pursuant to financing agreements with third parties, to meet certain covenants, which may have the effect of limiting cash available to the Company. Further, the payment of dividends by the Insurance Subsidiary is limited by regulation to net income unless the prior approval of the Illinois Insurance Department is received. The operating subsidiaries' plans indicate that sufficient funds are anticipated to be available to the Company to meet its short-term obligations.

Purchases of property, plant and equipment have averaged approximately $18.6 million per year over the past three years and have been funded principally by cash flow generated from operations as well as proceeds from disposal of assets. Purchases of property, plant and equipment for 1995 are anticipated to be approximately $41.3 million and are expected to be funded principally by cash flow generated from operations and borrowings. The higher level of capital expenditures in the first quarter of 1995 as compared to the comparable period in 1994 results from replacement of vehicles in the Vehicular operations and capital expenditures associated with a new Truck Trailer manufacturing facility in Terre Haute, Indiana, which is anticipated to begin operations in the second quarter of 1995.

General Motors Corporation ("GM"), a major customer of the Company's automotive products segment, is resorting to many measures, including obtaining significant price reductions from its suppliers, in an effort to reduce its operating costs. Automotive products segment management believes that it has adequately provided in its financial plans for any price reductions which may result from its current discussions with GM. However, price reductions in excess of those anticipated could have a material adverse effect on the automotive products operations.

RESULTS OF OPERATIONS

Three Months Ended March 31, 1995 Compared to Three Months Ended March 31, 1994

Revenues increased $50.7 million during the three months ended March 31, 1995, as compared to the same period of 1994. The higher revenues are principally attributed to higher Trailer Manufacturing revenues ($35.4 million),

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primarily associated with higher volume of trailer sales and higher selling prices within the segment, and partly offset by lower container and chassis sales. Automotive Products revenues increased $12.3 million during the three months ended March 31, 1995, as compared to the same period in 1994. General increases in volume to accommodate automotive customers' demands, increased revenues from additional jobs and increases in revenues associated with the production of tooling for certain customers were the principal reasons for the revenue increases.

The Company's operating profit (gross profit less selling, general and administrative expenses) increased $3.1 million in the 1995 period compared to the 1994 period. This increase is attributed to an increase of Trailer Manufacturing operating profits ($0.4 million) which is principally due to higher volume of sales indicated above and partly offset by lower margins. The Truck Trailer manufacturing margins were lower as a result of a change in product mix, higher manufacturing costs and certain costs associated with the start-up of the new manufacturing facility. The Automotive Products operating profits increased ($2.8 million) principally due to higher sales. Increases in operating profits were offset by higher selling, general and administrative expenses due to the costs associated with the withdrawn IPO ($1.0 million).

During the quarter ended March 31, 1995, a $0.4 million charge was recorded to reflect minority equity in South Charleston Stamping & Manufacturing Company ("SCSM"), a subsidiary of Checker. No minority equity in SCSM was recorded in the 1994 three-month period because of SCSM's shareholders' deficit.

Income tax expense is higher for financial statement purposes than would be computed if the statutory rate were used because of state income taxes and the impact of the reporting of certain income and expense items in the financial statements which are not taxable or deductible for income tax purposes.

Net income was $8.3 million for the three months ended March 31, 1995, as compared to $6.4 million for the comparable period in 1994. The improvement in net income is attributed to the reasons mentioned above.

PART II
OTHER INFORMATION
GREAT DANE HOLDINGS INC. AND SUBSIDIARIES

Item 4: Submission of Matters to a Vote of Security Holders

On January 12, 1995, January 18, 1995, and March 23, 1995, the shareholders of the Registrant, by unanimous written consent, took the following actions:

1. Approval of an amendment of the Certificate of Incorporation of the Registrant, in connection with the proposed IPO, to:

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a. Increase the number of shares of capital stock of the Registrant to 55,000,000, consisting of 5,000,000 shares of preferred stock, par value $1.00 per share, and 50,000,000 shares of common stock, par value $0.01 per share (the "Common Stock"), and to authorize the Board of Directors to issue the preferred shares and to fix the number of shares of any series and the designations, powers, preferences and rights and the qualifications, limitations and restrictions of such series; and

b. Change each share of common stock outstanding immediately prior to the amendment of the Certificate of Incorporation into 16,800 shares of Common Stock.

2. Ratification of the Board's adoption of certain stock option plans in connection with the proposed IPO.

3. Ratification of Great Dane Trailers, Inc.'s ("Great Dane") Amended and Restated Loan Agreement, approval of an agreement which, among other things, restricts in connection therewith the Registrant's ability to sell or otherwise dispose of the stock of Great Dane, and authorization of borrowings thereunder to redeem or service the Registrant's debt and pay the Registrant's expenses.

Item 5: Other Information

On April 5, 1995, the Registrant's Amended Registration Statement on Form S-1, registering the sale of 4,000,000 shares of common stock, par value $0.01 per share, at an estimated initial public offering price of $11.00 per share, was declared effective. The proceeds of the offering were intended to be used to redeem a portion of the Registrant's 12-3/4% Senior Subordinated Debentures due 2001. The Registrant was subsequently advised by the underwriters that the offering cannot be completed. The Registrant will be reviewing its options.

Item 6: Exhibits and Reports on Form 8-K

(a) Exhibits

3.1 Composite Certificate of Incorporation of the Registrant reflecting all amendments to date.

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27.1 Financial Data Schedule

99.1 Retirement Plan for Great Dane Trailers, Inc., effective as of January 1, 1989.

99.2 Checker Motors Pension Plan, amended and restated, effective January 1, 1987.

99.3 Composite Checker Employees' 401(k) Retirement Benefit Plan, reflecting all amendments to date.

(b) Reports on Form 8-K

None

GREAT DANE HOLDINGS INC. AND SUBSIDIARIES

SIGNATURE

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 thereunto duly authorized.

GREAT DANE HOLDINGS INC.
(Registrant)

/s/ Marlan R. Smith

Marlan R. Smith
Treasurer
(Principal Financial Officer and
Principal Accounting Officer)

Date: May 9, 1995

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EX-3.1-1

EXHIBIT 3.1

COMPOSITE

CERTIFICATE OF INCORPORATION

OF

GREAT DANE HOLDINGS INC.

FIRST. The name of the Corporation is GREAT DANE HOLDINGS INC.

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: Authorized Stock.

1. The aggregate number of shares which the Corporation shall have authority to issue is 55,000,000, of which 5,000,000 shares of the par value of $1.00 per share shall be designated "Preferred Stock" and 50,000,000 shares of the par value of $.01 per share shall be designated "Common Stock."

2. Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Shares as Preferred Shares of any series and, in connection with the creation of each such series, to fix by the resolution or resolutions providing for the issue of shares thereof, the number of shares of such series, and the designations, powers, preferences, and rights, and the qualifications, limitations, and restrictions, of such series, to the full extent now or hereafter permitted by the laws of the State of Delaware."

FIFTH. The name and mailing address of the incorporator is Warren E. Friss, c/o Hutton Ingram Yuzek Gainen Carroll & Bertolotti, 250 Park Avenue, 6th Floor, New York, New York 10177.

SIXTH. Election of directors need not be by written ballot.

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SEVENTH. The Board of Directors is authorized to adopt, amend, or repeal By-Laws of the Corporation except as and to the extent provided in the By-Laws.

EIGHTH. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, incorporator, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, incorporator, employee, partner, trustee, or agent of another corporation, partnership, joint venture, trust, or other enterprise (including an employee benefit plan), shall be entitled to be indemnified by the Corporation to the full extent then permitted by law against expenses (including counsel fees and disbursements), judgments, fines (including excise taxes assessed on a person with respect to an employee benefit plan), and amounts paid in settlement incurred by him in connection with such action, suit, or proceeding. Such right of indemnification shall inure whether or not the claim asserted is based on matters which antedate the adoption of this Article EIGHTH. Such right of indemnification shall continue as to a person who has ceased to be a director, officer, incorporator, employee, partner, trustee, or agent and shall inure to the benefit of the heirs and personal representatives of such a person. The indemnification provided by this Article EIGHTH shall not be deemed exclusive of any other rights which may be provided now or in the future under any provision currently in effect or hereafter adopted of the By-Laws, by any agreement, by vote of stockholders, by resolution of disinterested directors, by provision of law, or otherwise.

NINTH. No director of the Corporation shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision does not eliminate the liability of the director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit. For purposes of the prior sentence, the term "damages" shall, to the extent permitted by law, include, without limitation, any judgment, fine, amount paid in settlement, penalty, punitive damages, excise or other tax assessed with respect to an employee benefit plan, or expense of any nature (including, without limitation, counsel fees and disbursements). Each person who serves as a director of the Corporation while this Article NINTH is in effect shall be deemed to be doing so in reliance on the provisions of this Article NINTH, and neither the amendment or repeal of this Article NINTH, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article NINTH, shall apply to or have any effect on the liability or alleged liability of any director or the Corporation for, arising out of, based upon, or in

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connection with any acts or omissions of

such director occurring prior to such amendment, repeal, or adoption of an inconsistent provision. The provisions of this Article NINTH are cumulative and shall be in addition to and independent of any and all other limitations on or eliminations of the liabilities of directors of the Corporation, as such, whether such limitations or eliminations arise under or are created by any law, rule, regulation, by-law, agreement, vote of shareholders or disinterested directors, or otherwise.

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EX-99.1-1

RETIREMENT PLAN FOR
GREAT DANE TRAILERS, INC.
Effective as of January 1, 1989

EX-99.1-2

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RETIREMENT PLAN FOR
GREAT DANE TRAILERS, INC.
EFFECTIVE AS OF JANUARY 1, 1989

ARTICLE I

PREAMBLE/EFFECTIVE DATE OF PLAN

WHEREAS, effective January 1, 1985, Great Dane Trailers, Inc. (the "Company") amended and continued the Great Dane Trailers, Inc. Retirement Plan (the "Prior Plan") which it had previously established to provide retirement benefits for certain of its employees and their beneficiaries; and

WHEREAS, the Prior Plan was terminated on December 31, 1985; and

WHEREAS, effective January 1, 1986, the Company adopted the Retirement Plan for Great Dane Trailers, Inc. (the "Plan") to provide retirement benefits for certain of its employees and their beneficiaries; and

WHEREAS, effective July 1, 1988, the Company accepted the transfer of the assets and liabilities attributable to active and former employees under the Amended and Restated International Controls Corp. Pension Plan (other than those individuals actively employed by International Controls Corp. on January 1, 1988, and who were subject to the provisions of the Stock Purchase Agreement between International Controls Corp. and Datron Inc. dated May 6, 1988) as of June 30, 1988, to the Plan and approved the adoption of the Plan by International Controls Corp. pursuant to Section 15.1 of the Plan; and

WHEREAS, effective July 1, 1988, the Company accepted the transfer of all of the assets and liabilities attributable to active and former employees under the Retirement Plan for Wescar Freight System, Inc. as of June 30, 1988, to the Plan and to approve the adoption of the Plan by Wescar Freight Systems, Inc. and Transway Intermodal System, Inc. pursuant to Section 15.1 of the Plan; and

WHEREAS, effective January 1, 1986, the Company restated the entry date requirements of the Plan to ensure that they reflect the intent underlying the Plan which was covered by the favorable determination letter issued by the Internal Revenue Service; and

WHEREAS, effective July 1, 1988, the Company adopted an amendment and restatement of the Plan, the provisions of which applied to all Employees whose Service with the Employer terminated on or after July 1, 1988. Benefits earned under the ICC Plan by employees who terminated active service prior to July 1, 1988, will be payable from this Plan but shall be payable only in accordance with the terms of the ICC Plan and benefits earned under the Wescar Plan by employees who terminated active service prior to July 1, 1988, will be payable from this Plan but shall be payable only in accordance with the terms of the Wescar Plan; and

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WHEREAS, effective January 1, 1989, the Company amended and restated the Plan to comply with the Tax Reform Act of 1986 and related legislation and the regulations promulgated by the Internal Revenue Service with respect thereto; and

WHEREAS, effective January 1, 1993, the Company amended the Plan to (i) clarify certain cross-references in the definition of "Accrued Benefit," (ii) modify the applicable interest rate for determining the actuarial equivalent of a Participant's Pension under the Plan, (iii) clarify the Benefit Service of certain bargaining unit employees who are transferred into or out of an employment classification that is eligible for participation in the Plan, (iv) clarify the disability benefits payable under the Plan, and (v) comply with the withholding and direct transfer requirements enacted by the Unemployment Compensation Amendments of 1992;

WHEREAS, the Company desires to amend and restate the Plan to incorporate the prior amendment and to incorporate the limitation on compensation enacted by the Omnibus Budget Reconciliation Act of 1993;

NOW, THEREFORE, effective January 1, 1989, the Company hereby amends and restates the Plan, to comply with the Tax Reform Act of 1986 and related legislation and the regulations promulgated by the Internal Revenue Service with respect thereto. Except as otherwise provided herein, the provisions of this Plan as hereby amended and restated shall apply to all Employees whose Service with the Employer terminates on or after January 1, 1989; provided, however, that the provisions hereof shall not reduce the Accrued Benefit of any Participant as of December 31, 1988.

\- ------------------------

End of Article I

ARTICLE II

DEFINITIONS AND CONSTRUCTION

2.1 DEFINITIONS. For purposes of this Plan, the following definitions shall apply, unless the context clearly indicates otherwise:

(a) "ACCRUED BENEFIT" means an amount, determined as of any specified date on or before a Participant's Normal Retirement Date, which is equal to:

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(i) His annual Normal Retirement Pension, as computed under Section 6.1(a) of the Plan, but calculated without adjustment for benefits accrued under the Prior Plan under Section 6.6 of the Plan and on the assumption that the Participant continued as an Employee until his Normal Retirement Date, earning the same rate of Compensation that he is earning on the specified date, multiplied by a fraction, the numerator of which is the Participant's years of Benefit Service with the Employer as of the specified date (up to a maximum of thirty (30)), and the denominator of which is the years of Benefit Service with the Employer the Participant would have had had he continued in the employment of the Employer until his Normal Retirement Date (up to a maximum of thirty (30)), except that the amount determined under clause (B) of the second paragraph of Section 6.1(a) shall not be multiplied by such fraction, minus

(ii) The amount of the Participant's accrued benefit under the Prior Plan as determined under Section 6.6;

provided, however, that except as provided in Section 6.1(c), regarding transfers involving collective bargaining employees, no Participant shall have an Accrued Benefit until he has completed at least two (2) years of Benefit Service, at which time all years of Benefit Service with the Employer shall be counted in computing the Participant's Accrued Benefit. In addition, except to the extent otherwise provided in regulations promulgated by the Secretary of the Treasury, the term "Accrued Benefit" shall, with respect to benefits attributable to Service before any amendment of this Plan, include any early retirement benefit, retirement-type subsidy (as defined in regulations promulgated by the Secretary of the Treasury), or optional form of benefit. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy.

Notwithstanding any other provision of the Plan, in no event shall the Accrued Benefit of an ICC Plan Participant be less than the Accrued Benefit of such ICC Plan Participant as of June 30, 1988, under the ICC Plan and in no event shall the Accrued Benefit of a Wescar Plan Participant be less than the Accrued Benefit of such Wescar Plan Participant as of June 30, 1988, under the Wescar Plan.

(b) "ACT" means the Employee Retirement Income Security Act of 1974, as amended, and any regulations or rulings issued thereunder.

(c) "ACTUARIAL EQUIVALENCY" or "ACTUARIALLY EQUIVALENT" means equality in value of the aggregate amounts expected to be received as a benefit from the Plan under different forms of payment, as determined by the Actuary based on an interest assumption of:

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(i) For purposes of Section 6.7, regarding limitations on benefits, five percent (5%) interest compounded annually and the UP-1984 Mortality Table; and

(ii) For all other purposes of the Plan, seven percent (7%) interest compounded annually and the UP-1984 Mortality Table with the age of the Beneficiary, if applicable, set back five (5) years.

(d) "ACTUARY" means an enrolled actuary, within the meaning of section 7701(a)(35) of the Code, or a firm of actuaries with which an enrolled actuary is associated, selected by the Administration Committee to provide actuarial services in connection with the administration of the Plan.

(e) "ADMINISTRATION COMMITTEE" means the Plan Administration Committee as from time to time constituted under Article X hereof.

(f) "ALTERNATE PAYEE" means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

(g) "ANNIVERSARY DATE" means January 1st of each year.

(h) "ANNUITY CONTRACT" means the annuity contract or contracts purchased to provide the Accrued Benefits under the Prior Plan or the Transway International Corporation Pension Plan as of the date of its termination.

(i) "ANNUITY STARTING DATE" means the first day of the first month for which an amount is payable to a Participant as an annuity. In the event that an amount is not payable in the form of an annuity, the Annuity Starting Date shall mean the first day on which all events (including the passing of the day on which benefits are scheduled to commence) have occurred which entitle the Participant to his first benefit payment from the Plan.

(j) "AUTHORIZED LEAVE OF ABSENCE" means any absence authorized by an Employer. An Authorized Leave of Absence shall be granted by an Employer for mandatory service in the Armed Forces of the United States and jury duty. An Authorized Leave of Absence may be granted by an Employer for sickness, accident, vacation, or Disability, or to comply with the Family and Medical Leave Act of 1993, or for other reasons under rules established by the Employer and uniformly applied to all individuals similarly situated.

(k) "AVERAGE MONTHLY COMPENSATION" means the Compensation of an Employee from the Employer during the five (5) consecutive calendar years within his last ten (10) calendar years of Service with the Employer that yields the highest average; provided, however, that if a Participant received Compensation for a period of less than five (5) calendar years, Average

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Monthly Compensation shall be equal to the Average Monthly Compensation received in the full consecutive calendar years included in the Participant's period of Service with the Employer in which Compensation was received; and provided further that, with respect to an ICC Plan Participant, Compensation prior to 1984 shall be disregarded in determining Average Monthly Compensation.

In calculating the Average Monthly Compensation of a Participant who is employed by a Related Employer that ceases to maintain this Plan, Average Monthly Compensation shall equal the GREATER of:

(i) Average Monthly Compensation as calculated above using Compensation as defined in Section 2.1(r) as of the last day that such Related Employer maintained this Plan; or

(ii) Average Monthly Compensation as calculated above using Compensation as defined in Section 2.1(r), but assuming that remuneration paid to the Participant by such Related Employer after the date such Related Employer ceased to maintain the Plan is Compensation as defined in Section 2.1(r) that shall be used for purposes of calculating such Participant's Average Monthly Compensation.

Notwithstanding the foregoing provisions of this Section 2.1(k), in the event that a Participant participated in the Plan prior to the Effective Date and pursuant to the provisions of the Plan in effect during such period such Participant's Average Monthly Compensation would be greater than his Average Monthly Compensation calculated pursuant to this Section 2.1(k), such Average Monthly Compensation shall be used in lieu of the Participant's Average Monthly Compensation with respect to benefits accrued prior to the Effective Date.

(l) "BENEFICIARY" means any person or fiduciary designated pursuant to Section 8.4 by a Participant or a Former Participant who is or may become entitled to receive benefits hereunder following the death of such Participant or Former Participant.

(m) "BENEFIT SERVICE" means the years of Service included in the determination of the amount of a Participant's Accrued Benefit, determined in accordance with Section 6.1(b).

(n) "BOARD OF DIRECTORS" means the Board of Directors of the Company, or any committee appointed by the Board of Directors and serving at the pleasure of such Board of Directors which is given authority to exercise some or all of the powers of such Board of Directors with respect to the Plan and the Trust.

(o) "BREAK IN SERVICE" means, with respect to periods of time prior to January 1, 1986, for Participants other than ICC Plan Participants, any One Year Period of Severance (within the meaning of the Prior Plan or the Wescar Plan, whichever is applicable) and, with respect to periods of time on

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and after January 1, 1986, and with respect to all periods of time for ICC Plan Participants, any Plan Year during which an Employee or Participant does not complete more than five hundred (500) Hours of Service.

(p) "CODE" means the Internal Revenue Code of 1986, as amended, and any regulations or rulings issued thereunder.

(q) "COMPANY" means Great Dane Trailers, Inc., a Georgia corporation.

(r) "COMPENSATION" means, for purposes of determining a Participant's Monthly Compensation under Section 2.1(ss):

(i) With respect to each eligible exempt salaried Employee except salesmen, the monthly salary rate in effect at the end of a Plan Year times twelve (12) plus any bonus, incentive compensation, or overtime earned during the Plan Year;

(ii) Except as provided in Section 2.1(r)(iv), with respect to each non-exempt hourly Employee, the hourly service rate in effect at the end of a Plan Year times two thousand eighty (2,080) plus any overtime earned during the Plan Year;

(iii) With respect to each salesman, basic cash compensation including commissions, overtime, bonus or any special commission paid to each such salesman during the Plan Year; or

(iv) With respect to Employees who are not Highly Compensated Employees and whose primary compensation is based on mileage driven, wages reported on Form W-2, Wage and Tax Statement, for the Plan Year.

However, any deferred compensation, compensation resulting from the exercise of stock options and amounts contributed by the Employer under its monthly investment program shall not be included in "Compensation." The term "Compensation" for purposes of Section 2.1(ss) shall also include any Employer Contributions made pursuant to Participant elections to cash or deferred compensation plan described under section 401(k) of the Code and to a cafeteria plan described under section 125 of the Code.

For purposes of Section 6.7 regarding the limitations on benefits under section 415 of the Code, "Compensation" shall mean a Participant's earned income, wages, salaries, fees for professional service and other amounts received for personal services actually rendered in the course of employment with the Employer (including, if applicable, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits,

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commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expenses under a nonaccountable plan (as described in section 1.62-2(c) of the Code)) and excluding the following:

(i) Employer contributions to a plan of a deferred compensation to the extent that, before the application of the section 415 limits to that plan, the contributions are not included in gross income of a Participant for the taxable year in which contributed;

(ii) Employer contributions on behalf of the Participant to a simplified employee pension plan described in section 408(k) of the Code, to the extent such contributions are not considered as Compensation for the taxable year in which contributed; and

(iii) Any distributions from a plan of deferred compensation whether or not includable in the gross income of the Participant when distributed;

(iv) Amounts realized from the exercise of a non-qualified stock option;

(v) When restricted stock (or property) held by the Participant becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(vi) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(vii) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includable in the gross income of the Participant) or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract under section 403(b) of the Code (whether or not the contributions are excludable from the gross income of the Participant).

For all purposes under the Plan, "Compensation" shall exclude amounts in excess of the limitation prescribed in section 401(a)(17) of the Code. In applying such limitations, the fresh start rules set forth in section 401(a)(4) and section 401(a)(17) of the Code shall be applied, in the manner prescribed by such Code sections. Notwithstanding the foregoing, the Accrued Benefit of a Participant determined in accordance with this paragraph shall not be less than the Accrued Benefit determined on May 31, 1989, without regard to this paragraph. In addition, in accordance with Treasury Regulation section 1.401(a)(4)-13(c)(5)(i), the Accrued Benefit of a Participant who is an Employee of the Employer and, thus, an active Participant shall be increased to

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reflect increases in the limitation prescribed by section 415 of the Code and Section 6.7 of the Plan.

"Compensation" for any Limitation Year is the Compensation actually paid or includable in gross income during such year.

(s) "CREDITED INTEREST" means interest credited on Participant contributions, compounded annually, from the end of the Plan Year in which the Participant's contributions were made to the date with respect to which interest is calculated, determined as follows:

(i) For Plan Years prior to July 1, 1976, at the rate of three and one-half percent (3-1/2%) per annum;

(ii) For Plan Years beginning on or after July 1, 1976, at the rate of five percent (5%) per annum or such other rate as shall be required by section 411(c)(2) of the Code.

(t) "DEFERRED VESTED PENSION" means a Pension payable to a Participant who satisfies the requirements of Section 5.4.

(u) "DISABILITY" means a physical or mental condition that totally and presumably permanently prevents an individual from engaging thereafter in any occupation or employment (except rehabilitation employment approved by the Administration Committee) for which he is reasonably fitted by training, education or experience. The Administration Committee shall have the sole responsibility and right to determine whether Disability exists, and for such purpose may appoint a physician or clinic to render a medical examination and report to the Administration Committee.

(v) "DOMESTIC RELATIONS ORDER" means any judgment, decree, or order (including one that approves a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant and is rendered under a state (within the meaning of section 7701(a)(10) of the Code) domestic relations law (including a community property law).

(w) "EARLY RETIREMENT DATE" means, in the case of a Participant who has satisfied the requirements for an Early Retirement Pension and whose Retirement occurs prior to his Normal Retirement Date and in accordance with Section 5.2, the date the Participant's Retirement commences in accordance with Sections 2.1(mmm) and 5.2.

(x) "EARLY RETIREMENT PENSION" means a Pension payable to a Participant who satisfies the requirements of Section 5.2.

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(y) "EFFECTIVE DATE" means January 1, 1989.

(z) "ELIGIBLE EMPLOYEE" means an Employee who is not included in a unit of Employees covered by an agreement that the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and the Employer, if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and the Employer, unless the Employees of such units are eligible to participate in the Plan pursuant to their respective collective bargaining agreements. Notwithstanding the preceding, a leased employee described in Section 2.1(bb) of the Plan shall not be treated as an Eligible Employee.

(aa) "ELIGIBLE SPOUSE" means a Participant's spouse to whom the Participant has been married throughout the one (1) year period ending on the earlier of (1) the Participant's Annuity Starting Date or (2) the date of the Participant's death; provided, however, that if a Participant marries within one (1) year before the Annuity Starting Date and the Participant and the Participant's spouse in such marriage have been married for at least one (1) year period ending on or before the date of the Participant's death, such Participant and such spouse shall be

treated as having been married throughout the one (1) year period ending on the Participant's Annuity Starting Date.

(bb) "ELIGIBILITY SERVICE" means the years of Service that are included in the determination of an Employee's eligibility and continued eligibility to participate herein, determined in accordance with the provisions of Section 3.2.

(cc) "EMPLOYEE" means any person on the payroll of the Company and any person on the payroll of the Employer who is an ICC Plan Participant or a Wescar Plan Participant whose wages from the Employer are subject to withholding for purposes of Federal income taxes. In addition, the term "Employee" shall mean any leased employee (within the meaning of section 414(n)(2) of the Code) that section 414(n)(2) of the Code requires the Employer to treat as an employee.

(dd) "EMPLOYEE ACCRUED BENEFIT" means that portion of an ICC Plan Participant's Accrued Benefit that is derived from his Participant Contributions, which contributions ceased with respect to all ICC Plan Participants with the last paycheck received prior to September 1, 1984. The Employee Accrued Benefit of an ICC Plan Participant as of any applicable date is an annual benefit, in the form of a single life annuity (without ancillary benefits) commencing at Normal Retirement Age equal to the product of:

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(i) The Participant's total Participant Contributions made by such Participant as of the applicable date plus Credited Interest from the end of the Plan Year when paid to the date on which the Participant would attain Normal Retirement Age, multiplied by

(ii) The appropriate conversion factor determined pursuant to rules and regulations promulgated under section 411(c)(2)(b)(ii) of the Code.

Notwithstanding any of the foregoing, the Participant's Employee Accrued Benefit shall not exceed the greater of:

(i) The Participant's Accrued Benefit under the Plan, or

(ii) The amount determined above, excluding from such determination all Credited Interest.

Furthermore, if a Participant's benefit hereunder is payable in any form other than a single life annuity (without ancillary benefits) commencing at Normal Retirement Age, such Participant's Employee Accrued Benefit shall be the Actuarial Equivalent of an annual benefit payable in such form and commencing at such time. A Participant shall always be one hundred percent (100%) Vested in his Employee Accrued Benefit.

(ee) "EMPLOYER" means the Company and any Related Employer that duly joins in the Plan with the approval of the Company as provided in Article XVI hereof.

(ff) "EMPLOYER ACCRUED BENEFIT" means that portion of a Participant's Accrued Benefit that is derived from Employer contributions. The Employer Accrued Benefit of a Participant is equal to the excess of the Participant's Accrued Benefit over his Employee Accrued Benefit.

(gg) "EMPLOYMENT COMMENCEMENT DATE" means the date on which an Employee first performs an Hour of Service for the Employer, a Related Employer, or a controlled group member. In the case of an Employee who has terminated Service and subsequently resumed Service, but not as a Re-Employed Employee, "Employment Commencement Date" shall mean the date he first performs an Hour of Service following his termination of Service.

(hh) "FISCAL YEAR" means the Employer's taxable year for Federal income tax purposes.

(ii) "FORFEITURE" means the portion of a Participant's Accrued Benefit that does not become a part of the Participant's Vested Accrued Benefit when his Service with the Employer terminates and the Participant incurs an

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aggregate of five (5) or more consecutive Breaks in Service and can no longer return to Service as a Re-Employed Employee for Vesting purposes.

(jj) "FORMER PARTICIPANT" means any individual, other than a Re-Employed Employee, who has been a Participant hereunder, but whose Service with the Employer has been terminated and who has not received the entire benefit to which he is entitled under the Plan.

(kk) "HIGHLY COMPENSATED EMPLOYEE" means an Employee, a former Employee who separated from service prior to the beginning of the Plan Year and who was a Highly Compensated Employee for either (i) the Employee's year of separation from service or (ii) any Plan Year ending on or after the Employee's fifty-fifth (55th) birthday, or an Employee of a Related Company, who during the current Plan Year or the preceding Plan Year:

(i) Was at any time a five percent (5%) owner of the Company or a Related Company (as defined in section 416(i)(1) of the Code);

(ii) Received "compensation" from the Company or a Related Company in excess of Seventy-five Thousand Dollars ($75,000) (as adjusted pursuant to rulings or regulations issued by the Secretary of the Treasury);

(iii) Received "compensation" from the Company or a Related Company in excess of Fifty Thousand Dollars ($50,000) (as adjusted pursuant to rulings or regulations issued by the Secretary of the Treasury) and was in the top twenty percent (20%) of Employees of the Company and all Related Companies when ranked on the basis of "compensation" paid during such Plan Year; or

(iv) Was at any time an officer of the Company or a Related Company and received "compensation" greater than fifty percent (50%) of the amount in effect under section 415(b)(1)(A) of the Code.

However, notwithstanding the above, an Employee described in paragraphs (ii), (iii), or (iv) of this Section 2.1(kk) shall not be treated as a Highly Compensated Employee for the current Plan Year unless such Employee is a member of the group consisting of the one hundred (100) Employees of the Company and all Related Companies paid the greatest "compensation" during the current Plan Year (the "Top Paid Group").

For purposes of determining the number of Employees in the Top Paid Group for a Plan Year, the following Employees, as described in sections 414(q)(8) and (11) of the Code, shall be excluded:

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(i) Those who have not completed six (6) months of service;

(ii) Those who normally work less than seventeen and one-half (17-1/2) hours per week;

(iii) Those who normally work during not more than six (6) months during any year;

(iv) Those who have not attained age twenty-one (21);

(v) Those subject to a collective bargaining agreement; and

(vi) Nonresident aliens who receive no earned income from sources within the United States.

The Administration Committee shall determine whether an Employee is an officer for purposes of this Section 2.1(kk) based on the responsibilities of the Employee with the Company or a Related Company. Of those Employees determined to be officers, no more than fifty (50) Employees (or, if less, the greater of three (3) Employees or ten percent (10%) of the Employees, excluding all Employees described in section 414(q)(8) and (11)) of the Code shall be treated as officers for purposes of this Section 2.1(kk). Further, if no officer receives the level of "compensation" described in paragraph (iv) of this Section 2.1(kk), the highest paid officer of the Company and all Related Companies shall be treated as a Highly Compensated Employee described in paragraph (iv) of this Section 2.1(kk).

If any individual is a member of the family of a five percent (5%) owner or of a Highly Compensated Employee in the group consisting of the ten (10) Highly Compensated Employees paid the greatest "compensation" during the Plan Year, then:

(i) Such individual shall not be considered a separate Employee; and

(ii) Any "compensation" paid to such individual and the Employer or Employee contributions made on behalf of such individual shall be treated as if it were paid to or on behalf of the five percent (5%) owner or Highly Compensated Employee.

For purposes of the immediately preceding sentence, the term "family" means, with respect to any Employee, such Employee's spouse and lineal descendants and the spouses of such lineal descendants.

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The term "compensation" for purposes of this Section 2.1(kk) shall mean compensation as defined for purposes of Section 6.7 of the Plan, determined without regard to section 125 of the Code (regarding contributions to a cafeteria plan), section 402(a)(8) of the Code (regarding contributions to a section 401(k) plan) and 402(h)(1)(b) of the Code (regarding contributions to a simplified employee pension plan), and in the case of employer contributions made pursuant to a salary reduction agreement, without regard to section 403(b) (regarding annuity contracts).

(ll) "HOUR OF SERVICE" means each hour for which an Employee or Participant is either directly or indirectly paid or entitled to payment by the Employer for the performance of duties or for reasons (such as vacation, holiday, sickness, incapacity, layoff, jury duty, military duty, or leave of absence) other than for the performance of duties (irrespective of whether the employment relationship has terminated), and each hour for which back pay, irrespective of mitigation of damages, has been awarded to the Employee or Participant or agreed to by the Employer. An Employee or Participant shall be credited with ten (10) Hours of Service per day, if compensated on a daily basis, forty-five (45) Hours of Service per week, if compensated on a weekly basis, ninety-five (95) Hours of Service per semi-monthly period, if compensated on a semi-monthly basis, or one hundred and ninety (190) Hours of Service per month, if compensated on a monthly basis, if during any of such periods the Employee or Participant is entitled to be credited with one Hour of Service pursuant to the preceding sentence.

The number of Hours of Service to be credited to an Employee or Participant because of his being entitled to payment for reasons other than for the performance of duties shall be determined in accordance with section 2530.200b-2(b) of the Department of Labor Regulations. Notwithstanding the preceding sentence and subject to the following sentence, not more than five hundred and one (501) Hours of Service shall be credited to any Employee or Participant for any single, continuous period during which the Employee or Participant performs no duties. In addition, an hour of service performed for a Related Employer that if performed for the Employer would be an Hour of Service and any hour with respect to a Related Employer that would be an Hour of Service if it were creditable pursuant to this Section 2.1(ll) with respect to the Employer shall be considered an Hour of Service performed for the Employer.

The Administration Committee shall credit Hours of Service with respect to any Employee or Participant in the following manner:

(i) Hours of Service for which an Employee or Participant is either directly or indirectly paid or entitled to payment by the Employer for the performance of duties shall be credited to the applicable computation period in which the Employee performs the duties.

(ii) Hours of Service for which an Employee or Participant is either directly or indirectly paid or entitled to payment by the Employer for reasons (such as

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vacation, holiday, sickness, incapacity, layoff, jury duty, military duty, or leave of absence) other than for the performance of duties shall be credited as follows:

(A) If payment for such Hours of Service is calculated on the basis of units of time (such as hours, days, weeks, or months), such Hours of Service shall be credited to the applicable computation period or periods in which the period during which no duties are performed occurs, beginning with the first unit of time to which the payment relates.

(B) If payment for such Hours of Service is not calculated on the basis of units of time, such Hours of Service shall be credited to the applicable computation period in which the period during which no duties are performed occurs, or, if the period during which no duties are performed extends beyond one computation period, such Hours of Service shall be allocated between not more than the first two computation periods on any reasonable basis which is consistently applied.

(iii) Hours of Service for which back pay has been awarded to an Employee or Participant or agreed to by the Employer shall be credited to the computation period in which the award or the agreement pertains rather than to the computation period in which the award, agreement, or payment is made.

The Administration Committee shall credit Hours of Service under only one (1) of the immediately preceding paragraphs (i), (ii) and (iii).

Solely for purposes of: (i) computing a Participant's Vesting Service under Section 5.4, and (ii) determining whether an Employee or Participant has incurred a Break in Service, an Employee or Participant shall be credited with eight (8) hours for each day to a maximum of forty (40) hours per week that the Employee or Participant is on any unpaid Authorized Leave of Absence. In no event shall hours credited under the preceding sentence be counted as Hours of Service for purposes of computing a Participant's Accrued Benefit. In addition, an Employee or Participant who incurs a Parental Absence commencing on or after the first day of the first Plan Year beginning after December 31, 1984, shall be treated as an Employee or Participant on an Authorized Leave of Absence for purposes of the first sentence of this paragraph; provided, however, that Hours of Service credited to an Employee or Participant as a result of a Parental Absence shall be credited only in the year in which such Parental Absence commences unless such Employee or Participant would not have incurred a Break in Service during such year without being credited with Hours of Service for such Parental Absence, in which case, such Hours of Service

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shall be credited for the year immediately following the year in which the Parental Absence commences. For purposes of the immediately preceding sentence, the term "year" shall mean the periods of computation used hereunder to determine an Employee's or Participant's years of Service for purposes of eligibility and vesting. The Hours of Service to

be credited in connection with such Parental Absence shall be the Hours of Service that otherwise would normally have been credited to the Employee or Participant but for such absence, or in any case in which the Administration Committee is unable to determine the number of Hours of Service that would otherwise normally have been credited to such Employee or Participant, eight (8) Hours of Service per day of absence, provided that the total number of hours so treated as Hours of Service for any period of Parental Absence shall not exceed five hundred and one (501) Hours of Service.

The Administration Committee shall resolve any ambiguity with respect to the crediting of Hours of Service in favor of the affected Employee.

(mm) "ICC PLAN" means the Amended and Restated International Controls Corp. Pension Plan as in effect on June 30, 1988.

(nn) "ICC PLAN PARTICIPANT" means a Participant who was a participant under the Amended and Restated International Controls Corp. Pension Plan as of June 30, 1988, and who performed services for, or was otherwise actively employed by International Controls Corp. on such date. Effective January 1, 1992, an ICC Plan Participant who is not an Employee of the Company shall not be credited with any additional Years of Benefit Service as defined in section 6.1(b).

(oo) "INVESTMENT MANAGER" means a person:

(i) Who has the power to manage, acquire, or dispose of any asset of the Trust;

(ii) Who is a registered investment advisor under the Investment Advisors Act of 1940, a bank as defined in the Investment Advisors Act of 1940, or an insurance company qualified to perform services described in subsection (i) of this Section 2.1(oo) under the laws of more than one state; and

(iii) Has acknowledged in writing that it is a fiduciary with respect to the Plan.

(pp) "LATE RETIREMENT DATE" means, in the case of a Participant whose Retirement occurs after his Normal Retirement Date, the date the

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Participant's Retirement commences as provided in Section 2.1(mmm).

(qq) "LATE RETIREMENT PENSION" means a Pension payable to a Participant who is eligible for a Pension and whose Retirement is on his Late Retirement Date.

(rr) "LIMITATION YEAR" means the Plan Year or such other consecutive twelve (12) month period designated by the Board of Directors of the Company.

(ss) "MONTHLY COMPENSATION" means the total Compensation paid to the Participant by the Employer during the month, excluding amounts contributed by the Employer

under its monthly investment plan program, if any. In determining Monthly Compensation, the amount of decreases in base salary (I.E., salary exclusive of bonuses, overtime pay, incentive compensation, commissions, and any other special or supplemental remuneration) after the attainment of age sixty (60) shall be disregarded and shall be treated as if actually paid for purposes of determining the benefit payable to a Participant, other than an ICC Plan Participant. The amount of decreases in Monthly Salary after attainment of age sixty (60) shall be taken into account, without regard to when such decrease occurred, in determining Monthly Compensation for ICC Plan Participants. For purposes of this Section 2.1(ss), a bonus paid after the end of the calendar year to which it relates shall be considered paid in December of that year. For purposes of service in the Armed Forces credited as Benefit Service under Section 6.1(b), "Monthly Compensation" means an amount equal to the Monthly Compensation paid to the Participant by the Employer for the last month preceding his entry into the Armed Forces.

(tt) "NORMAL RETIREMENT AGE" means age sixty-five (65).

(uu) "NORMAL RETIREMENT DATE" means, in the case of a Participant who attains Normal Retirement Age on the first day of a month, the first day of such month, and in the case of any other Participant, the first day of the first month following the day the Participant attains Normal Retirement Age.

(vv) "NORMAL RETIREMENT PENSION" means the Pension payable to a Participant who satisfies the requirements of Section 5.1.

(ww) "PARENTAL ABSENCE" means any period of absence from the active Service of the Employer:

(i) By reason of the pregnancy of the Employee;

(ii) By reason of the birth of a child of the Employee;

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(iii) By reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee; or

(iv) For purposes of caring for such child for a period beginning immediately following such birth or placement.

(xx) "PARTICIPANT" means any Employee or former Employee of the Employer who has satisfied the eligibility requirements for participation and has an Accrued Benefit under the Plan, including a Former Participant.

(yy) "PARTICIPANT CONTRIBUTIONS" means the contributions, if any, made by an ICC Plan Participant pursuant to Article II, Section 1, and Article X of the International Controls Corp. Pension Plan as in effect on June 30, 1984.

(zz) "PENSION" means a series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

(aaa) "PLAN" means the Retirement Plan for Great Dane Trailers, Inc., as embodied herein and as amended from time to time.

(bbb) "PLAN ENTRY DATE" means the first day of January or July coincident with or next following the date on which an Eligible Employee completes requirements of Section 3.1.

(ccc) "PLAN YEAR" means the twelve (12) consecutive month period beginning each January 1st and ending on the subsequent December 31st.

(ddd) "PRIMARY SOCIAL SECURITY BENEFIT" means the Social Security benefit payable to a Participant at age sixty-five (65) under the federal Social Security Act as in effect on the earliest of:

(i) His actual Retirement;

(ii) His Normal Retirement Date;

(iii) His termination of Service;

(iv) His death; or

(v) His date of Disability, as determined by the Administration Committee without regard for any reduction or loss of benefits which may result because of other income, delay in making application, or any other reason.

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Notwithstanding the foregoing:

(i) If a Participant terminates Service prior to having satisfied the eligibility requirements for early retirement, as specified in Section 5.2, his Primary Social Security Benefit shall be computed assuming continuation of his Compensation until his Normal Retirement Date at the rate in effect immediately before such termination;

(ii) If a Participant terminates Service coincident with or subsequent to having satisfied the eligibility requirements for early retirement, his Primary Social Security Benefit shall be computed by assuming that the Participant will not receive any income after such Retirement which would be treated as wages for purposes of the Social Security Act; and

(iii) If a Participant terminates Service after his Normal Retirement Date, his Primary Social Security Benefit shall be the benefit payable at age sixty-five (65), computed assuming that the Participant receives no income after his sixty-fifth (65th) birthday.

A Participant's Primary Social Security Benefit shall be determined by use of his actual wage history to the extent readily available. If such history is incomplete, the missing portion shall be determined by assuming that his wages increased in accordance with the yearly average percentage increases in average wages as published by the federal Social Security Administration. Each Participant for whom any estimated wages are used shall be notified of his right to supply an actual wage history. Any such actual wage history must be provided by the Participant within the time and in the manner prescribed by the Administration Committee. If such actual history is supplied, it shall be used in lieu of the estimated wages.

(eee) "PRIOR PLAN" means the Great Dane Trailers, Inc. Retirement Plan as in effect on the date immediately prior to January 1, 1986.

(fff) "QUALIFIED DOMESTIC RELATIONS ORDER" means a Domestic Relations Order entered on or after January 1, 1985, that:

(i) Creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan;

(ii) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;

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(iii) Does not require the Plan to provide increased benefits (determined on the basis of actuarial value);

(iv) Does not require the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order; and

(v) That clearly specifies:

(a) The name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order;

(b) The amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;

(c) The number of payments or payment period to which such order applies; and

(d) Specifically specifies that it is applicable with respect to this Plan.

In the case of any payment before a Participant has separated from Service, a Domestic Relations Order will not be treated as failing to be a Qualified Domestic Relations Order solely because such order requires the payment of benefits be made to an Alternate Payee:

(i) On or after the date on which the Participant attains (or would have attained) earliest retirement age (within the meaning of section 414(p)(4)(b) of the Code) under the Plan;

(ii) As if the Participant had retired on the date on which payment is to commence under such order (taking into account only the present value of benefits actually accrued as of such date and not taking into account the present value of any Employer subsidy for early retirement); and

(iii) In any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse).

In addition, the Administration Committee shall treat any Domestic Relations

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Order entered prior to January 1, 1985, as a Qualified Domestic Relations Order if the Administration Committee is paying benefits pursuant to such order on such date and the Administration Committee may treat any other Domestic Relations Order entered prior to January 1, 1985, as a Qualified Domestic Relations Order even if such order does not satisfy the requirements of this Section 2.1(fff).

(ggg) "QUALIFIED JOINT AND SURVIVOR ANNUITY" means a Pension payable in accordance with the provisions of Section 7.1(b).

(hhh) "QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY" means a Pension payable in accordance with the provisions of Section 7.4.

(iii) "RE-EMPLOYED EMPLOYEE" means:

(i) PARTICIPATION: For purposes of determining an Employee's eligibility to participate under Article III, an Eligible Employee who previously separated from Service with the Employer or a Related Employer:

(a) With any vested interest in his Employer Accrued Benefit; or

(b) Without a vested interest in his Employer Accrued Benefit, but who resumes Service before his number of consecutive One Year Periods of Severance (within the meaning of Article I of the Prior Plan) exceeds five (5), his consecutive Breaks in Service exceeds five (5) or the sum of his consecutive One Year Periods of Severance and Breaks in Service exceeds five (5).

(ii) VESTING: For purposes of determining a Participant's Vested Accrued Benefit under Articles V and VI, an Employee who has previously separated from Service with the Employer or a Related Employer:

(A) With any vested interest in his Employer Accrued Benefit; or

(B) Without a vested interest in his Employer Accrued Benefit, but who resumes Service before his number of consecutive One Year Periods of Severance (within the meaning of Article I of the Prior Plan) exceeds five (5), his consecutive Breaks in Service exceeds five (5) or the sum of his consecutive One Year Periods of Severance and Breaks in Service exceeds five (5).

(iii) BENEFIT SERVICE: For purposes of determining the

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amount of a Participant's Normal Retirement Pension under Section 6.1, an Employee who has previously separated from Service with the Employer or a Related Employer

(A) With any vested interest in his Accrued Benefit or an employer accrued benefit under a Related Plan; or

(B) Without a vested interest in his Employer Accrued Benefit, but who resumes Service before his number of consecutive One Year Periods of Severance (within the meaning of Article I of the Prior Plan) exceeds five (5), his consecutive Breaks in Service exceeds five (5) or the sum of his consecutive One Year Periods of Severance and Breaks in Service exceeds five (5).

(jjj) "RELATED EMPLOYER" means any business entity that is, along with the Company:

(i) A member of a controlled group of corporations (as defined in section 414(b) of the Code, with such section being modified, for purposes of Section 6.5, in accordance with section 415(h) of the Code);

(ii) A member of a group of trades or businesses (whether or not incorporated) that are under common control (within the meaning of section 414(c) of the Code, with such section being modified, for purposes of Section 6.5, in accordance with section 415(h) of the Code); or

(iii) A member of an affiliated service group (within the meaning of section 414(m) of the Code).

(kkk) "RELATED PLAN" means any other defined benefit plan (as defined in section 415(k) of the Code) maintained by a Related Employer.

(lll) "REQUIRED COMMENCEMENT DATE" means the April 1st of the calendar year following the later of:

(i) The calendar year in which the Participant attains age seventy and one-half (70-1/2); or

(ii) The calendar year in which the Participant retires; provided, however, that if the Participant is a five-percent (5%) owner (as defined in Section 17.2(f)), clause (ii) of this Section 2.1(lll) shall not apply.

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Further, in the case of a Participant who becomes a five-percent (5%) owner (as defined in Section 17.2(f)) in a year after the year in which the Participant attains age seventy and one-half (70-1/2), such Participant's Required Commencement Date shall be the April 1 of the calendar year following the calendar year in which the Participant becomes such a five-percent (5%) owner.

(mmm) "RETIREMENT" means the termination of Service for reasons other than death after a Participant has fulfilled the requirements for a Normal Retirement Pension or Early Retirement Pension. Retirement shall be considered as commencing on the day immediately following a Participant's last day of Service.

(nnn) "SINGLE LIFE ANNUITY" means a Pension payable in accordance with the provisions of Section 7.1(a).

(ooo) "SERVICE" means, from and after January 1, 1986, any period of time the Employee is in the employ of the Employer, including any period the Employee is on Authorized Leave of Absence; provided, however, that an Employee who is on an Authorized Leave of Absence shall not be credited with Benefit Service during such leave of absence unless required by law. An Employee's Service performed prior to January 1, 1986, shall be determined in accordance with the provisions of the applicable Prior Plan as it existed on the day immediately preceding January 1, 1986.

(ppp) "SOCIAL SECURITY RETIREMENT AGE" means the age used as the retirement age under section 216(l) of the Social Security Act, except that such section shall be applied without regard to the age increase factor, and as if the early retirement age under section 216(l)(2) of such Act were sixty-two (62).

(qqq) "TERMINATION DATE" means the date on which a Participant terminates Service with the Employer, other than by death or Retirement.

(rrr) "TRUST" means the Retirement Trust for Great Dane Trailers, Inc. established to hold, administer and invest the contributions made under the Plan, other than contributions invested in or through insurance contracts or policies (other than life, health or accident, property, casualty, or liability insurance contracts) issued by an insurance company qualified to do business in a state (within the meaning of section 7701(a)(10) of the Code).

(sss) "TRUST AGREEMENT" means the agreement between the Company and the Trustee or any successor Trustee establishing the Trust and specifying the duties of the Trustee.

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(ttt) "TRUSTEE" means the persons or entities from time to time appointed by the Board of Directors to act in the fiduciary capacity of trustee under the Trust Agreement.

(uuu) "TRUST FUND" means all property of every kind held or acquired by the Trustee under the Trust Agreement.

(vvv) "VALUATION DATE" means the last day of each Plan Year.

(www) "VESTING" or "VESTED" means the percentage of a Pension benefit to which a Participant would be entitled at any given time if he, at that time, were to terminate his Service with the Employer, determined in accordance with Article V hereof. Any Participant who has completed five (5) years of Vesting Service (within the meaning of Section 5.4) shall be one-hundred percent (100%) Vested in his Employer Accrued Benefit.

(xxx) "VESTING SERVICE" means the years of Service included in the determination of a Participant's Vested Accrued Benefit, determined in accordance with Sections 5.4 and 5.5.

(yyy) "WESCAR PLAN" means the Retirement Plan for Wescar Freight System, Inc. as in effect on June 30, 1988.

(zzz) "WESCAR PLAN PARTICIPANT" means a Participant who was a participant under the Retirement Plan for Wescar Freight System, Inc. as of June 30, 1988, and who performed services for, or was otherwise actively employed by Wescar Freight System, Inc. or Transway Intermodal System, Inc. on such date.

2.2 SERVICE FOR PREDECESSOR EMPLOYER. If the Employer maintains the plan of a predecessor employer, the Plan shall treat service of the Employee with the predecessor employer as Service with the Employer. If the Employer does not maintain the plan of a predecessor employer, then the Plan shall treat service of the Employee with the predecessor employer as Service with the Employer only to the extent prescribed by the Treasury Regulations issued under section 414(a)(2) of the Code.

2.3 WORD USAGE. Except when otherwise indicated by the context, any masculine terminology used herein also includes the feminine and neuter, and vice versa, and the definition of any term herein in the singular shall also include the plural, and vice versa. The words "hereof", "herein", "hereunder", and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or section. All references to Sections and Articles shall mean and refer to Sections and Articles contained in this Plan unless otherwise indicated.

2.4 CALCULATION OF TIME. In determining time periods within which an event or action is to take place for purposes of the Plan, no fraction of a day shall be considered, and any act, the performance of which would fall on a Saturday, Sunday, holiday or other non-business day, may be performed on the next following business day.

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EX-99.1-27

2.5 CONSTRUCTION. It is the intention of the Employers (a) that the Plan be qualified under the provisions of sections 401(a) and 501(a) of the Code and Act and all provisions hereof shall be construed to that result, and (b) that the provisions of the Plan, as amended and restated hereby, shall apply only to a Participant who effectively terminates Service on or after the Effective Date.

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End of Article II

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ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 ELIGIBILITY. Each Eligible Employee who was a Participant in the Prior Plan on the day immediately preceding the Effective Date shall become a Participant in this Plan as of the Effective Date. Each other Eligible Employee who is an Eligible Employee on his Employment Commencement Date shall become a Participant in the Plan on the Plan Entry Date (if he is employed by an Employer on that date) that coincides with or immediately follows his completion of one (1) year of Eligibility Service and the attainment of age twenty-one (21). An Employee who becomes an Eligible Employee after his Employment Commencement Date shall become a Participant in the Plan on the LATER of:

(a) The date he performs his first Hour of Service as an Eligible Employee; or

(b) The date his participation would have commenced if he had been an Eligible Employee for the entire period commencing on his Employment Commencement Date and ending on the date he performs his first Hour of Service as an Eligible Employee.

Notwithstanding the foregoing provisions of this Section 3.1, effective January 1, 1992, an Eligible Employee who is an ICC Plan Participant or a Wescar Plan Participant shall cease to accrue Benefit Service hereunder for any period of Service as an Employee of any Employer other than the Company.

3.2 YEARS OF ELIGIBILITY SERVICE. For purposes of determining an Employee's Employment Commencement Date for purposes of the second to last sentence of Section 3.1, in the case of an Employee who separates from Service and who resumes Service, but not as a Re-Employed Employee, such Employee's Employment Commencement Date shall mean the date on which the Employee first performs an Hour of Service for the Employer following the close of the period in which the Employee last incurred a Break in Service. For purposes of determining when an Employee is a Re-Employed Employee, an Employee whose

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Employment Commencement Date is on or after January 1, 1986, shall be credited with one (1) year of Eligibility Service if he completes not less than one thousand (1,000) Hours of Service during the twelve (12) consecutive month period beginning with his Employment Commencement Date and for each Plan Year, commencing with the Plan Year that includes the first anniversary of his Employment Commencement Date, during which he completes at least one thousand (1,000) Hours of Service. Each Employee whose Employment Commencement Date was prior to the January 1, 1986, shall be credited, with respect to Service prior to January 1, 1986, with one (1) year of Eligibility Service for each twelve (12) month Period of Service (within the meaning of Section 1.24 of the Prior Plan) to which the Employee is or would be entitled to under the terms of the Prior Plan as in effect immediately prior to the January 1, 1986, with any fractional part of a twelve (12) month Period of Service to which an Employee is so entitled being deemed a whole year of Eligibility Service and, with respect to Service on or after January 1, 1986, with one (1) year of Eligibility Service for each Plan Year during which he completes not less than

one thousand (1,000) Hours of Service. In the case of an Employee who separates from Service and who resumes Service, but not as a Re-Employed Employee, years of Eligibility Service credited for Service performed prior to his resumption of Service shall be disregarded. In addition, Years of Service prior to the January 1, 1986, that were disregarded under the Prior Plan shall be disregarded under this Plan.

3.3 PARTICIPATION - RE-EMPLOYED EMPLOYEES. A Re-Employed Employee, provided he remains an Eligible Employee, shall re-enter the Plan as a Participant on the LATER of:

(a) The day he performs his first Hour of Service as a result of his return to Service; or

(b) The date his Participation would have commenced had there been no separation from Service, unless he separates from Service subsequent to his return to Service, but before such date.

Any other Eligible Employee whose employment terminates and who is subsequently reemployed shall commence participation in accordance with the provisions of Section 3.1.

3.4 RE-EMPLOYMENT AND SERVICE CREDITING RULES FOR DISABLED PARTICIPANTS. If a Participant's employment terminates by reason of Disability and such Disability ceases before the Participant attains his Normal Retirement Date and the Participant returns to active Service within thirty (30) days following certification to the Administration Committee by a doctor or clinic appointed by the Administration Committee that based upon a medical examination the Participant has sufficiently recovered to be able to engage in regular

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employment with the Employer, his Plan participation shall be reinstated as of the date of such return with full credit for all Service he has been credited with at the inception date of his Disability. The thirty (30) day period referred to herein may be extended by the Administration Committee when, in its sole discretion, reasonable cause exists for so doing. For the purpose of (a) computing the amount of any Pension to which such Participant may subsequently be entitled, and (b) determining whether any Service requirements for benefits have been satisfied, the Participant shall be credited with one hundred and sixty (160) Hours of Service for each month in the period during which he was (i) receiving a Disability Pension under this Plan for a Disability incurred before January 1, 1989, or (ii) for a Disability incurred after such date, receiving Disability benefits under the long-term disability plan maintained by the Company.

If a Participant who has received any Disability Pension under the Plan, or disability benefits under the long-term disability plan maintained by the Company, does not return to active Service with the Employer within the thirty (30) day period specified in the preceding paragraph following certification that his Disability has ceased, he shall be treated as though his Service had terminated as of the date his Disability commenced, and he shall be entitled to no further benefits under the Plan by reason of his prior participation, provided, however, that if such Participant would have had a Vested Accrued Benefit pursuant to Section 5.4 had he terminated Service as of the date his Disability ceased, he shall be entitled to a Deferred Vested Pension determined in accordance with the provision of Section 6.5.

If Disability continues until a Participant attains Normal Retirement Age, for the purpose of (a) computing the amount of any Pension to which such Participant may subsequently be entitled, and (b) determining whether any Service requirements have been satisfied, the Participant shall be credited with one hundred and sixty (160) Hours of Service for each month in the period during which he was (i) receiving a Disability Pension under this Plan for a Disability incurred before January 1, 1989, or (ii) for a Disability incurred after such date, receiving Disability benefits under the long-term disability plan maintained by the Company.

3.5 ENROLLMENT. Every Eligible Employee shall become a Participant when he has satisfied the requirements of this Article III and has provided the Administration Committee with such information as the Administration Committee deems necessary, in its discretion.

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End of Article III

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ARTICLE IV

CONTRIBUTIONS

4.1 EMPLOYER CONTRIBUTIONS. Each Employer intends, but does not guarantee, to make contributions to the Plan in at least the amount required to satisfy the minimum funding requirements of section 412 of the Code, as specified in the Actuary's valuation reports for the applicable period of time. Notwithstanding the foregoing, each Employer reserves the right to reduce, suspend, or discontinue making contributions to the Plan at any time.

If the contribution is on account of the Employer's preceding Fiscal Year, the contribution shall be accompanied by the Employer's signed statement to the

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Trustee or insurance company in or through the insurance contracts or policies of which the Employer's contribution is to be invested (as provided in Section 10.4(q)), such statement to recite that payment is on account of such Fiscal Year. Contributions shall be paid in cash. Each contribution made after the end of the Fiscal Year on account of the Employer's prior Fiscal Year shall be deemed to have been paid as of the last day of the Employer's Fiscal Year to which it relates, if such contribution is made no later than the time prescribed by law for filing of the Employer's federal income tax return (including extensions thereof) for such Fiscal Year. An Employer may make a contribution to the Plan later than the date prescribed by law for filing its federal income tax return solely for purposes of complying with the minimum funding requirements of section 412 of the Code.

4.2 FORFEITURES. Forfeitures arising under this Plan, because of a termination of Service before a Participant becomes eligible to receive a Pension, or for any other reason, shall not be used to increase the benefits otherwise payable to Participants, but shall be applied to reduce the cost of the Plan to the contributing Employers.

4.3 RETURN OF EMPLOYER CONTRIBUTIONS. Notwithstanding any provision contained herein to the contrary, upon an Employer's request, the Employer's contribution which was made upon a mistake of fact or conditioned upon deductibility of the contribution under section 404 of the Code shall be returned to the Employer within one (1) year after payment of the contribution or disallowance of the deduction (to the extent disallowed), as the case may be.

4.4 PARTICIPANT CONTRIBUTIONS. Participants shall not be required or permitted to make contributions under this Plan.

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End of Article IV

ARTICLE V

REQUIREMENTS FOR RETIREMENT BENEFITS

5.1 NORMAL RETIREMENT. A Participant shall be eligible for a Normal Retirement Pension determined in accordance with the provisions of Section 6.1 if his Service is terminated on or after his Normal Retirement Date and prior to the time he becomes eligible for a Late Retirement Pension. A Participant shall be entitled to receive his Normal Retirement Pension commencing as of the first day of the month that coincides with or next follows the Participant's Retirement date, with payment to commence within ninety (90) days following his Retirement date. A Participant who attains his Normal Retirement Age shall

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have a Vested right to his entire Accrued Benefit.

5.2 EARLY RETIREMENT. A Participant who has attained fifty-five (55) years of age and completed ten (10) or more years of Vesting Service may elect early retirement, apply for an Early Retirement Pension in accordance with Section 11.7(b), and retire on the first day of the month coinciding with or next following the date on which he satisfies such requirements or on the first day of any month thereafter, provided such date is prior to his Normal Retirement Date. Termination of Service at or after the later of age fifty-five (55) or completion of ten (10) or more years of Vesting Service shall be considered Retirement. The amount of an Early Retirement Pension shall be determined in accordance with the provisions of Section 6.2. Payment of an Early Retirement Pension shall commence as of a Participant's Normal Retirement Date, except that a Participant who elects early retirement may elect to receive his Early Retirement Pension prior to his Normal Retirement Date, with payments under such Pension to begin on the first day of a month that is within ninety (90) days after the effective date of such election. If a Participant's Early Retirement Pension commences prior to his Normal Retirement Date the amount thereof shall be reduced as provided in Section 6.2.

Notwithstanding the foregoing, if a Participant who is eligible for an Early Retirement Pension under this Section 5.2 is receiving a Disability Pension under this Plan or is receiving a disability benefit under the Company's long-term disability Plan, he shall not also be entitled to receive an Early Retirement Pension under this Plan. The Participant may, however, elect to receive an Early Retirement Pension under this Section 5.2 in lieu of a Disability Pension or a disability benefit under the Company's long-term disability plan, as applicable.

5.3 LATE RETIREMENT. After his Normal Retirement Date an Active Participant (i) who for the immediately preceding two (2) year period has been employed by the Company or the Related Employer then employing him in a bona fide executive or high policy making position and (ii) who would be entitled no later than sixty (60) days after actual retirement to a vested retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or a combination of such plans, of such corporation (excluding amounts attributable to Social Security, employee contributions, contributions of prior employers and rollover contributions) which in the aggregate is the equivalent of a straight life annuity (with no ancillary benefits) of at least Forty-Four Thousand Dollars ($44,000) annually, may elect to remain employed only with the consent of such corporation. Any other Participant may postpone his Retirement date.

Any Participant who so remains in the Service of the Employer past his Normal Retirement Date shall become entitled, on the lapse of one (1) month following his Normal Retirement Date, to a Late Retirement Pension as of the date of his

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Retirement. The amount of such Late Retirement Pension shall be determined in accordance with Section 6.3. Payment of a Late Retirement Pension payable under this Section 5.3 shall commence at the Participant's election as of the Participant's Normal Retirement Date or as of the Participant's Late Retirement Date; provided however, that in no event may such Participant elect to have his Pension commence later than the earlier of the first day of the month coinciding with or immediately following his Retirement or the Participant's Required Commencement Date.

5.4 TERMINATION OF SERVICE PRIOR TO NORMAL RETIREMENT AGE. If a Participant terminates Service prior to his attainment of Normal Retirement Age but after becoming creditable with five (5) or more years of Vesting Service, the Participant shall have a Vested right to one hundred percent (100%) of his Accrued Benefit. If a Participant terminates Service prior to his attainment of Normal Retirement Age and prior to becoming creditable with five (5) or more years of Vesting Service, and such termination of Service is for any reason other than death, the Participant's Accrued Benefit shall be subject to becoming a Forfeiture as provided in Section 5.7.

Except as is provided in Section 7.5, a Participant who terminates Service prior to his Normal Retirement Date for any reason other than early retirement or death with a Vested right to his Accrued Benefit shall be entitled to receive a Deferred Vested Pension, the amount thereof to be determined under the provisions of Section 6.5. Except as is provided in Section 6.5, payment of a Participant's Deferred Vested Pension shall commence as of his Normal Retirement Date.

5.5 VESTING SERVICE. For purposes of determining a Participant's Vested Accrued Benefit under Section 5.4, a Participant whose Employment Commencement Date was prior to January 1, 1986, shall be credited, with respect to Service prior to January 1, 1986, with one (1) year of Vesting Service for each year of Vesting Service (within the meaning of Section 3.2 of the Prior Plan) to which the Participant is or would be entitled to under the terms of the Prior Plan as in effect immediately prior to January 1, 1986, with a fractional part of a Year of Service to which a Participant is so entitled being deemed a whole year of Vesting Service, and with respect to Service on or after January 1, 1986, with one (1) year of Vesting Service for each Plan Year during which he completes not less than one thousand (1,000) Hours of Service. A Participant whose Employment Commencement Date is on or after January 1, 1986, shall be credited with one (1) Year of Vesting Service for each Plan Year for which he completes at least one thousand (1,000) Hours of Service. Years of Vesting Service credited to an ICC Plan Participant under the ICC Plan and years of Vesting Service credited to a Wescar Plan Participant under the Wescar Plan shall be credited as years of Vesting Service under this Plan, and Hours of Service credited to an ICC Plan Participant or to a Wescar Plan Participant for the Plan Year of either such Plan commencing January 1, 1988, shall be credited to such a Participant under this Plan. Notwithstanding the foregoing, years of Vesting Service (within the meaning of Section 1.24 of the Prior Plan) prior to January 1, 1986, that were disregarded under the Prior Plan shall be disregarded under this Plan.

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5.6 INCLUDED YEARS OF VESTING SERVICE - CERTAIN TERMINATED EMPLOYEES. Notwithstanding any Plan provision to the contrary, if an Employee separates from Service and resumes Service with the Employer, but not as a Re-Employed Employee, years of Vesting Service, as defined in Section 5.5, credited for Service performed prior to his resumption of Service shall be disregarded, and his Employment Commencement Date shall be redetermined in accordance with the provisions of Section 3.2.

5.7 FORFEITURE OCCURS. A Participant's Forfeiture, if any, of his Accrued Benefit shall occur as of the date on which he receives a deemed distribution pursuant to Section 7.6(b). The Eligibility Service, Vesting Service and Benefit Service of a Participant whose Accrued Benefit is forfeited under this Section 5.7 shall be disregarded for all purposes hereunder; provided, however, that if such a Participant recommences participation herein as of a Re-Employed Employee pursuant to the provisions of Section 3.3, such Participant shall be deemed to have repaid his prior distribution and all forfeited Service shall be restored as of the date such Participant recommences participation herein. The Administration Committee shall determine a Participant's Accrued Benefit Forfeiture, if any, solely by reference to the provisions of Section 5.4. A Participant shall not forfeit any portion of his Accrued Benefit for any cause other than that specified herein.

5.8 LIMITATION ON TIME OF PAYMENT. Notwithstanding any provision in this Article V specifying a date for the commencement of benefit payments from the Plan, in the case of a Participant who has filed a claim for benefits in accordance with Section 11.7, unless the Participant otherwise directs, distribution of the Participant's Vested Accrued Benefit shall commence not later than sixty (60) days after the Plan Year in which the latest of the following events occurs:

(a) The date the Participant attains Normal Retirement Age; or

(b) The date the Participant terminates Service with the Employer; or

(c) The tenth (10th) anniversary of the last day of the Plan Year in which the Participant commenced participation in the Plan.

A Participant may, at the time and in the manner prescribed by the Administration Committee, elect to defer the commencement of the payment of his benefits beyond the dates specified above by submitting a written statement to the Administration Committee describing his benefits and the date on which the payment of such benefits shall commence. However, a Participant may not elect to defer the commencement of the payment of his benefit if the exercise of such election will cause the benefits payable on his behalf in the event of his

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death to be more than incidental within the meaning of regulations issued by the Internal Revenue Service under section 401(a) of the Code. In addition, distribution of each Participant's Accrued Benefit shall commence not later than the Participant's Required Commencement Date and the entire Vested Accrued Benefit of each Participant shall be distributed in full to such Participant not later than the Required Commencement Date or shall be distributed, commencing not later than the Required Commencement Date, in accordance with regulations over the life of such Participant or over the lives of such Participant and his Beneficiary (or over a period not extending beyond the life

expectancy of such Participant or the life expectancy of such Participant and his Beneficiary). For purposes of this Section 5.8, except in the case of a life annuity, the life expectancy of the Participant and his spouse may be redetermined but not more frequently than annually.

Further, if a Participant has commenced receiving distributions under the Plan and the Participant dies before his entire interest has been distributed to him, the remaining portion, if any, of such interest that is distributable under this Plan shall be distributed to the Participant's Beneficiary at least as rapidly as such interest would have been distributed to the Participant, commencing not later than the Participant's Required Commencement Date, under the method of distribution in effect at the Participant's death. If the Participant dies before the distribution of his interest has commenced in accordance with Section 5.1, the entire interest of the Participant shall be distributed within five (5) years after the death of the Participant; provided, however, if any portion of the Participant's interest is payable to or for the benefit of a Beneficiary and such portion of the Participant's undistributed interest will be distributed in accordance with regulations over the life of such Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary and such distributions commence not later than one (1) year after the date of the Participant's death (or such later date as the Secretary of Treasury may by regulation prescribe), the deceased Participant's interest shall be distributed in accordance with the method of payment under which the interest will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary.

Notwithstanding the foregoing, if the Beneficiary is the surviving spouse of the Participant, the deceased Participant's interest shall be distributed to such surviving spouse on or before the date on which the Participant would have attained age seventy and one-half (70-1/2); provided, further, that if the surviving spouse dies before the distributions to such spouse commence, the distribution of the interest of the deceased Participant shall begin on or before a date determined as if the surviving spouse were the Participant. For purposes of this Section 5.8, and pursuant to regulations prescribed by the Secretary of the Treasury, any amount paid to a child of the Participant shall be treated as if it had been paid to the surviving spouse of the Participant if

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such amount will become payable to the surviving spouse upon such child's attainment of majority (or other designated event permitted under regulations prescribed by the Secretary of the Treasury). For the purposes of this paragraph, the term "Beneficiary" shall include only individuals.

Nothing in this Section 5.8 shall permit any Participant or Beneficiary to elect any form of distribution not otherwise expressly permitted under this Plan; but rather, the Administration Committee may at any time modify any form of distribution elected by a Participant or Beneficiary to ensure compliance with this paragraph. In addition, all distributions from the Plan shall be made in accordance with the requirements of section 401(a)(9) of the Code, including any grandfather or transitional rules issued thereunder. Any distribution provision contained herein which conflicts with section 401(a)(9) of the Code will be disregarded and the provisions of section 401(a)(9) will govern.

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End of Article V

ARTICLE VI

AMOUNT OF RETIREMENT BENEFIT

6.1 NORMAL RETIREMENT PENSION.

(a) CALCULATION OF NORMAL RETIREMENT PENSION. Subject to the limitations on annual benefits under Section 6.7, the monthly amount of a Normal Retirement Pension, expressed in the normal form specified in Section 7.1(a), payable to a Participant other than an ICC Plan Participant or a Wescar Plan Participant who retires on or after his Normal Retirement Date and prior to becoming eligible for a Late Retirement Pension, shall be a monthly amount equal to two percent (2%) of the Participant's Average Monthly Compensation multiplied by the Participant's number of years of Benefit Service (but not more than thirty (30)), minus two and three-sixteenths percent (2-3/16%) of the Primary Social Security Benefit to which the Participant is entitled, or would be entitled upon filing an application, multiplied by the Participant's number of years of Benefit Service (but not more than thirty (30)), as adjusted pursuant to Section 6.6 hereof.

Subject to the provisions of Section 6.7, the monthly amount of a Normal Retirement Pension, expressed in the normal form specified in Section 7.1(a), payable to an ICC Plan Participant who retires on or after his Normal Retirement Date and prior to becoming eligible for a Late Retirement Pension, shall be the sum of (A) and (B) where:

(A) Shall be a monthly amount equal to two percent (2%) of the Participant's Average Monthly Compensation multiplied by the Participant's

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number of years of Benefit Service earned after June 30, 1984 (but not more than thirty (30)), minus two and three-sixteenths percent (2-3/16%) of the Primary Social Security Benefit to which the Participant is entitled, or would be entitled upon filing an application, multiplied by the Participant's number of years of Benefit Service earned after June 30, 1984 (but not more than thirty (30)); and

(B) Is the ICC Plan Participant's accrued benefit payable from the ICC Plan as of June 30, 1984 (but including Participant Contributions made during July and August of 1984).

Subject to the provisions of Section 6.7, the monthly amount of a Normal Retirement Pension, expressed in the normal form specified in Section 7.1(a) payable to a Wescar Plan Participant who retires on or after his Normal Retirement Date and prior to becoming eligible for a Late Retirement Pension, shall be a monthly amount equal to two percent (2%) of the Participant's Average Monthly Compensation multiplied by the Participant's number of years of Benefit Service (but not more than thirty (30)), minus two and three-sixteenths percent (2-3/16%) of the Primary Social Security Benefit to which the Participant is entitled or would be entitled upon filing an application, multiplied by the Participant's number of years of Benefit Service (but not more than thirty (30)), as adjusted pursuant to Section 6.6 hereof.

In addition, if a Participant was separated from Service and subsequently returned to Service, such Participant's Normal Retirement Pension shall not as a result of any increase in the Primary Social Security Benefit effective after his initial separation be less than the Normal Retirement Pension to which he would have been entitled if he had not returned to Service after his separation.

The Normal Retirement Pension payable to a Participant shall in no event be less than Ten Dollars and Fifty Cents ($10.50) per month multiplied by the Participant's number of years of Benefit Service up to a maximum of thirty (30) years, as adjusted pursuant to Section 6.6 hereof. Also for this purpose, if a Participant was separated from Service and subsequently returned to Service, such Participant's Normal Retirement Pension shall not as a result of any increase in the Primary Social Security Benefit effective after his initial separation be less than the Normal Retirement Pension to which he would have been entitled if he had not returned to Service after his separation.

(b) YEARS OF BENEFIT SERVICE. Subject to the condition that not more than one (1) year of Benefit Service will be credited for any twelve (12) month period, a Participant shall be credited with Benefit Service as follows:

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(i) One (1) year of Benefit Service for each year included in the Period of Service as defined by the Prior Plan and credited thereunder, based on a Severance from Service Date (as defined by the Prior Plan) of December 31, 1985, plus any remaining fraction of a year included in such Period of Service (rounded to one-half (1/2) year if such fraction is less than one-half (1/2) or to one (1) year if such fraction is at least one-half (1/2));

(ii) In the case of an ICC Plan Participant, one (1) year of Benefit Service for each year of Benefit Service under the ICC Plan (including any such year credited for service from July 1, 1984 through December 31, 1984);

(iii) In the case of a Wescar Plan Participant, one (1) year of Benefit Service for each full year of Benefit Service under the Wescar Plan;

(iv) One (1) year of Benefit Service for each Plan Year beginning with the Plan Year that begins January 1, 1986, during which the Participant is a Participant and completes at least one thousand (1,000) Hours of Service;

(v) One (1) year of Benefit Service for any Plan Year in which a Participant commences employment with an Employer or terminates Service for reason of death, Disability, or Retirement, provided that the Participant completes at least five hundred (500) Hours of Service during such Plan Year. In addition, a Participant shall receive credit for one-half (1/2) year of Benefit Service in the Plan Year during which he commences employment with an Employer or in which he terminates Service by reason of death, Disability or Retirement if he is credited with at least one (1) but less than five hundred (500) Hours of Service during such Plan Year;

(vi) One (1) year of Benefit Service for each year that a Participant with a Disability is credited with one thousand (1,000) Hours of Service pursuant to Section 3.4 of the Plan; and

(vii) In the case of a Participant who becomes entitled to a Normal Retirement Pension but who has less than thirty (30) years of Benefit Service pursuant to the provisions of (i) through (vi) above, who was employed by the predecessor employer of the Company's Lancaster, Memphis, Nashville, Tampa, Richmond or Orlando branches, and who was employed by the Company immediately following the acquisition by the Company of Participant's predecessor employer, one (1) year of Benefit Service for each year of service with such predecessor employer; provided, however, that the number of years of Benefit Service credited pursuant to this

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paragraph (vii) shall not exceed the number of years of Benefit Service earned on account of actual employment of the Participant by the Company.

For purposes of (iv) and (v) above, Hours of Service earned by an ICC Plan Participant under the ICC Plan and Hours of Service earned by a Wescar Plan Participant under the Wescar Plan shall be counted.

(c) PARTICIPANTS UNDER A UNION PLAN. Notwithstanding anything in this Plan to the contrary, the Benefit Service of a Participant who also participated in a qualified retirement program established and maintained by the Employer pursuant to a collective bargaining agreement or by any collective bargaining unit having a collective bargaining agreement with the Employer (a "Collectively Bargained Plan") shall be determined in accordance with the following paragraphs (i) and (ii) below:

(i) A Participant's years of Benefit Service accrued prior to January 1, 1993, shall include all employment with Employer for which the Participant either accrued Benefit Service under this Plan or received credit under a Collectively Bargained Plan; provided, however, that any benefit accrued prior to January 1, 1993, to which a Participant or his Beneficiary may be entitled under this Plan shall be reduced, dollar for dollar, by the Actuarial Equivalent of any similar form of benefit such Participant accrued prior to January 1, 1993, under such Collectively Bargained Plan attributable to such Participant's employment with the Employer; and

(ii) A Participant's years of Benefit Service accrued on and after January 1, 1993, shall be deemed to only include each Plan Year during which the Participant is a Participant and completes one thousand (1,000) Hours of Service. If a Participant ceases to be an Eligible Employee because he becomes employed in an employment classification covered by a collective bargaining agreement which does not provide for participation in this Plan then, except as provided in the next paragraph with respect to the year of transfer, such Participant shall not accrue Benefit Service under the Plan for the period he is employed in such collective bargaining employment classification. During such employment period, the Participant will, however, be eligible to participate in any Collectively Bargained Plan established or maintained pursuant to such collective bargaining agreement and, except as provided in the next paragraph with

respect to the year of transfer, any benefit accrued on or after January 1, 1993, under such Collectively Bargained Plan shall not be used to reduce any Pension he accrues on or after January 1, 1993, under this Plan.

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If a Participant is transferred to an employment classification covered by a collective bargaining agreement which does not provide for participation in the Plan, or is transferred from such a collective bargaining employment classification to an employment classification that is eligible for participation in the Plan, a Year of Benefit Service for the year of transfer shall include all employment with the Employer for which the Participant either accrued Benefit Service under this Plan or received credit under a Collectively Bargained Plan; provided, however, that any benefit to which a Participant or his Beneficiary may be entitled to under this Plan attributable to the year of transfer shall be reduced, dollar for dollar, by the Actuarial Equivalent of any similar form of benefit accrued during the year of transfer under such Collectively Bargained Plan attributable to such Participant's employment with the Employer during such year of transfer.

6.2 EARLY RETIREMENT PENSION. Subject to the provisions of Section 6.7, the monthly amount of an Early Retirement Pension, expressed in the normal form specified in Section 7.1(a), payable to a Participant, commencing on the date specified in Section 5.2 shall be determined in accordance with Section 6.1 but based on the number of years of Benefit Service, Average Monthly Compensation, and Primary Social Security Benefit determined as of the Early Retirement Date. If payment of an Early Retirement Pension commences prior to the Participant's Normal Retirement Date, the monthly amount determined in accordance with the immediately preceding sentence shall be reduced for each month by which the commencement date of his Pension precedes his Normal Retirement Date as follows:

(a) By one-half (1/2) of one percent (1%) for each month between age sixty (60) and age sixty-five (65); and

(b) By one-fourth (1/4) of one percent (1%) for each month between age fifty-five (55) and sixty (60).

A Participant who satisfies the requirements for an Early Retirement Pension and is retired at the request of the Employer, shall receive a monthly amount, commencing upon his Early Retirement Date, which shall be equal to the Pension computed in accordance with the first sentence of this Section 6.2, except that the offset for Primary Social Security Benefit shall not be applied until the earliest date a Participant can qualify for an unreduced Primary Social Security Benefit.

For the purpose of determining the amount of an Early Retirement Pension, the Social Security offset shall in no event exceed the limitations prescribed by the Internal Revenue Service Regulations as currently in effect or under subsequent amendments to such Regulations.

If a Participant commences receiving an Early Retirement Pension pursuant to Section 5.2 and such Participant at any time thereafter again becomes a Participant, the Pension of such Participant as finally determined shall be recomputed on the basis of this Section 6.2, but shall

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be reduced by a monthly amount Actuarially Equivalent to the total of his Early Retirement Pension previously distributed.

6.3 LATE RETIREMENT PENSION. Subject to the limitations on annual benefits under Section 6.7, the annual amount of a Late Retirement Pension, expressed in the normal form specified in Section 7.1(a), payable to a Participant commencing on the date specified in Section 5.3, shall be an amount determined in the same manner as the Normal Retirement Pension described in Section 6.1, but determined based on his Benefit Service and Compensation as of his Late Retirement Date; provided, however, that the sum of a Participant's Pension under the Plan and the monthly benefit payable under the Annuity Contract shall not be less as a result of delayed Retirement than it would have been had such Participant retired on his Normal Retirement Date.

6.4 DISABILITY PENSION. A Participant who satisfies the requirements for a Disability Retirement Pension shall, until reaching age sixty-five (65), receive a monthly amount determined as follows:

(a) Sixty percent (60%) of the Participant's Average Monthly Compensation reduced by;

(b) Sixty-four percent (64%) of the Primary Social Security Disability Benefit to which the Participant is entitled or would be entitled on filing an application at the time benefit payments begin;

(c) Any public disability benefits to which the disabled Participant may be entitled; and

(d) When payable any early retirement benefit attributable to the Prior Plan, whether or not actually paid to the Participant when he becomes or would have become entitled thereto.

Public disability benefits shall include disability payments under state disability benefits law, Workmen's Compensation or Occupational Disease Law (except fixed statutory payments for loss of a bodily member), but shall not include a pension granted for or on account of military service. Public disability benefits shall include any payments which a pensioner receives or would be entitled to receive irrespective of any factor by which he may disqualify himself or diminish such benefits, such as, for example, failure to make proper application or engaging in employment for compensation or profit.

The disabled Participant's Pension shall be redetermined as of his Normal Retirement Date and converted to a Normal Retirement Pension, subject to Articles VII and VIII by computation in accordance with Section 6.1, and in so computing such Normal Retirement Pension the Participant's Average Monthly

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Compensation prior to receipt of the Disability Retirement Pension and years of Benefit Service, including the period the Disability Retirement Pension was in effect, shall be used.

6.5 DEFERRED VESTED PENSION. Subject to the limitations on annual benefits under Section 6.7 and unless otherwise provided in Section 7.5, the monthly amount of a Deferred Vested Pension, expressed in the normal form specified in Section 7.1(a), payable to a Participant commencing on the date specified in Section 5.4, shall be based on the Participant's Accrued Benefit, determined on the basis of the Participant's Accrued Benefit as of the date the Participant first incurs a Break in Service following his termination of Service, and in the case of a Participant in the ICC Plan as of June 30, 1988, adjusted to reflect any receipt of a Cash Withdrawal Benefit as defined in Section 7.9, taking into account the Participant's Primary Social Security Benefit determined as of the time of the incurrence of the Break in Service. Notwithstanding the immediately preceding sentence, a Participant who is entitled to a Deferred Vested Pension and who has completed at least ten (10) years of Vesting Service may elect to commence receiving a Deferred Vested Pension on the first day of any month that is prior to his Normal Retirement Date and coincident with or following the date such Participant attains age fifty-five (55), such Deferred Vested Pension to be reduced in accordance with the provisions of Section 6.2.

6.6 ADJUSTMENT OF PENSION TO REFLECT BENEFITS ACCRUED UNDER THE PRIOR PLAN. Notwithstanding the foregoing provisions of this Article VI, the Pension payable to a Participant under this Plan shall be adjusted to reflect benefits accrued under the Prior Plan as follows:

(a) The Normal Retirement Pension, Late Retirement Pension or Deferred Vested Pension (if payment commences on or after the Participant's Normal Retirement Age) payable under this Plan, calculated in the form of a single life annuity, shall be reduced by the Participant's monthly benefit payable under the Annuity Contract, calculated in the form of a single life annuity, commencing on the same date.

(b) The Early Retirement Pension or Deferred Vested Pension (if payment commences prior to the Participant's Normal Retirement Age) payable under this Plan, calculated in the form of a single life annuity, shall be reduced by the Participant's monthly benefit payable under the Annuity Contract, calculated in the form of a single life annuity commencing as of the earliest date that benefits are payable under the Annuity Contract;

(c) In the case of a Participant who was receiving a Disability Retirement Benefit hereunder, or was receiving a disability benefit under the

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Company's long-term disability plan, and who did not recover from his Disability prior to his Normal Retirement Age, the Normal Retirement Pension payable under this Plan shall be reduced by the monthly amount that would be payable to the Participant as a single life annuity under the Annuity Contract commencing as of the earliest date that benefits are payable under the Annuity Contract.

(d) In the event that Vesting Service with a predecessor employer is treated as Benefit Service under Section 6.1(b)(7)(i) in determining the Pension payable to a Participant under the Plan pursuant to this Article VI, such Pension shall be reduced by the pension benefits, if any, to which the Participant is entitled under any retirement plan of such predecessor employer, calculated in the form of a single life annuity commencing on the same date that pension benefits commence hereunder.

The provisions of this Section 6.6 shall be effective January 1, 1986.

6.7 MAXIMUM ANNUAL BENEFIT. Notwithstanding any provision contained herein to the contrary, and consistent with Section 2.1(r) of the Plan, the amount of annual Pension, determined in accordance with Sections 6.1, 6.2, 6.3, 6.4, and 6.5, attributable to a Participant's Accrued Benefit that is payable to a Participant under this and any Related Plan (whether or not such plan is terminated) shall be limited in accordance with the provisions of section 415 of the Code and shall not exceed the LESSER of:

(a) Ninety Thousand Dollars ($90,000), adjusted for increases in the cost of living pursuant to section 415(b)(1)(A) of the Code; or

(b) One hundred percent (100%) of the Participant's average Compensation for the three (3) consecutive Plan Years of participation in which his Compensation was the highest.

Notwithstanding the provisions of subparagraph (a) of this Section 6.7, if the amount of annual Pension accrued by a Participant hereunder as of the last day of the Plan Year commencing prior to January 1, 1983, exceeded Ninety Thousand Dollars ($90,000), but was no greater than the dollar amount specified in Article IV, Section 6, of the Prior Plan as of such date, then with respect to such Participant, such amount shall be substituted for Ninety Thousand Dollars ($90,000) each place it appears herein; provided, however, that the prior provisions of this sentence shall not apply to the last two paragraphs of this Section 6.7.

If any Participant begins to receive a Pension under this Plan before such Participant attains Social Security Retirement Age, the maximum annual Pension that such Participant may receive hereunder shall be adjusted so that it is the Actuarial Equivalent of Ninety Thousand Dollars ($90,000) per year beginning at

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Social Security Retirement Age. If a Participant begins to receive a Pension hereunder after he attains Social Security Retirement Age, the maximum annual Pension permitted hereunder shall be the Actuarial Equivalent of Ninety Thousand Dollars ($90,000) per year beginning at Social Security Retirement Age. Any adjustment made pursuant to the foregoing shall be made in accordance with applicable rules prescribed by the Secretary of the Treasury. In making an actuarial adjustment to any benefit pursuant to the terms of this paragraph, no cost of living adjustment to the Ninety Thousand Dollar ($90,000) limitation under section 415(d)(1) of the Code shall be taken into account before the year in which such cost of living adjustment is made.

Except as provided in the following, which imposes additional limitations on the amounts payable to Participants with less than ten (10) years of participation or years of Service with the Employer, the foregoing limitations shall not be applicable with respect to any Participant whose annual Pension under this Plan and any Related Plan is less than Ten Thousand Dollars ($10,000) if such Participant has not at any time participated in any defined contribution plan (as defined in section 415(k) of the Code) maintained by the Employer or any Related Employer. In the event that a Participant has been credited with less than ten (10) years of participation, the Ninety Thousand Dollars ($90,000) limit under Section 6.7(a) shall be reduced by multiplying such limit by a fraction, the numerator of which is the number of such Participant's years of participation (or part thereof) and the denominator of which is ten (10). In the event that a Participant has

been credited with less than ten (10) years of Service with the Employer (or part thereof), the Compensation limitation under Section 6.7(b) shall be reduced by multiplying such limit by a fraction, the numerator of which is the number of years of Service credited to the Participant, and the denominator of which is ten (10).

The determination of whether a Participant's Pension payable under the Plan exceeds the limitations of this Section 6.7 shall be made adjusting such Pension so that it is the Actuarial Equivalent of a straight life annuity with no ancillary benefits (such adjustment being made in accordance with Regulations promulgated by the Secretary of the Treasury or his delegate pursuant to section 415(b)(2)(B) of the Code); provided, however, that any portion of an annuity that constitutes a Qualified Joint and Survivor Annuity (as described in Section 7.1(b)) shall not be taken into account.

If, in any Limitation Year a Participant also participates in one or more qualified defined contribution plans (within the meaning of section 414(i) of the Code) maintained by the Employer or a Related Employer (whether or not terminated), then for any Limitation Year, the sum of the Defined Benefit Plan Fraction (herein so-called) for such Limitation Year and the Defined Contribution Plan Fraction (herein so-called) for such Limitation Year shall

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not exceed one (1.0).

For purposes of this Section 6.7, the Defined Benefit Plan Fraction for any Limitation Year shall be a fraction:

(a) The numerator of which is the projected annual benefit of the Participant under the Plan (determined as of the close of the Limitation Year); and

(b) The denominator of which is the LESSER of:

(i) The product of one and one-fourth (1.25) multiplied by the Ninety Thousand Dollar ($90,000) limitation in effect for the Limitation Year under section 415(b)(1)(A) of the Code; or

(ii) One and four-tenths (1.4) multiplied by one hundred percent (100%) of the Participant's average Compensation for his three (3) high years.

The Defined Contribution Plan Fraction for any Limitation Year shall be a fraction:

(a) The numerator of which is the sum of the annual additions (as defined in section 415(c)(2) of the Code) to the Participant's accounts under all defined contribution plans maintained by the Employer or Related Employer as of the close of the Limitation Year; and

(b) The denominator of which is the LESSER of:

(i) The product of one and one-fourth (1.25) multiplied by the Ninety Thousand Dollar ($90,000) limitation in effect for such year under subsection 415(c)(1)(A) of the Code (determined without regard to subsection 415(c)(6) of the Code); or

(ii) Thirty-five percent (35%) of the Participant's Compensation for the Limitation Year and all prior years of Service with the Employer.

If, in any Limitation Year, the sum of the Defined Benefit Plan Fraction and Defined Contribution Plan Fraction for a Participant would exceed one (1.0) without adjustment of the amount of the maximum annual Pension that can be paid to such Participant under the first paragraph of this Section 6.7, then the amount of the maximum annual Pension that can be paid to such Participant under the first paragraph of this Section 6.7 shall be reduced to the extent necessary to reduce the sum of the Defined Benefit Plan Fraction and Defined Contribution Plan Fraction for such Participant to one (1.0), or the Administration Committee may take such other action as will cause the sum to

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equal one (1.0) or less.

6.8 SUSPENSION OF BENEFITS UPON RE-EMPLOYMENT OF RETIRED PARTICIPANTS. If a retired Participant returns to the Service of an Employer subsequent to the time that payment of benefits commences or would have commenced if the Participant had not returned to Service, and following such return to Service the Participant completes forty (40) or more Hours of Service for an Employer during a calendar month, the Participant's benefits shall be permanently suspended for each such month as follows. In the case of benefits payable periodically on a monthly basis for as long as a life (or lives) continues, such as a straight life annuity or Qualified Joint and Survivor Annuity, the amount suspended shall not be greater than the portion of the monthly benefit payment derived from Employer contributions. In the case of benefits payable on any other basis, the amount of benefits suspended shall not exceed the LESSER of:

(a) The amount of benefits that would have been payable to the Participant if he had been receiving monthly benefits under the Plan since actual Retirement based on a single life annuity commencing at actual Retirement Age; or

(b) The actual amount paid or scheduled to be paid to the Participant for such month.

Payments that are scheduled to be paid less frequently than monthly may be converted to monthly payments for purposes of determining the amount that may be suspended hereunder. Payments of benefits suspended shall resume no later than the first day of the third calendar month after the calendar month in which the Employee again terminates Service. The initial payment upon such resumption shall include the payment scheduled to occur in the calendar month when payments resume.

No benefit payments that commence on or after a Participant has attained Normal Retirement Age shall be withheld unless the Administration Committee notifies the Participant by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his benefits are suspended. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a general description of the Plan provisions relating to the suspension of the payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in section 2530.203-3 of the Code of Federal Regulations. In addition, the suspension notification shall inform the Participant of the Plan's procedure for affording a review of the suspension of

benefits. If the summary plan description with respect to the Plan contains information substantially similar to the information required in the two

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immediately preceding sentences, the notice may refer the Participant to the relevant portions of the summary plan description; provided the Participant is informed how to obtain a copy of the summary plan description or the relevant pages thereof. Requests for such reviews shall be considered in accordance with
the claims procedure set forth in Section 11.7 of this Plan.

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End of Article VI

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ARTICLE VII

METHOD OF PAYMENT OF PENSION

7.1 NORMAL FORM OF PENSION.

(a) GENERAL. The normal form of Pension for the calculation of all Pensions under this Article VII shall be a Single Life Annuity. The Single Life Annuity shall be a monthly life annuity commencing on the Participant's Annuity Starting Date, terminating with the last monthly payment due immediately preceding the date of the Participant's death, and providing that upon the death of a retired Participant other than an ICC Plan Participant, his Beneficiary shall be entitled to receive a single lump sum cash payment in an amount equal to the sum of the monthly Pension benefit payments that have become payable prior to the Participant's death and have not been paid, and providing that upon the death of a retired ICC Plan Participant, his Beneficiary shall be entitled to receive a single sum cash payment in an amount equal to:

(i) The ICC Plan Participant's Contributions (as defined in the ICC Plan), if any, (that have not been withdrawn) with Credited Interest to the date his Pension payments actually commence; minus

(ii) The sum of the monthly Pension benefit payments that have been paid prior to the Participant's death; provided, however, that any portion of such Participant's monthly retirement benefit payments that represents his Supplemental Retirement Benefit (as specified in the International Controls Corp. Pension Plan as in effect on June 30, 1984) shall be excluded.

If a Participant retires and is not married on his Annuity Starting Date then, unless the Participant is an ICC Plan Participant and elects otherwise in accordance with Section 7.2(a), such Participant's Pension shall be paid in the form of a Single Life Annuity.

(b) MARRIED PARTICIPANT WITH ELIGIBLE SPOUSE. If a Participant retires for reasons other than Disability, and on his Annuity Starting Date the Participant has an Eligible Spouse then, unless the Participant elects (and his Eligible Spouse, if any, also elects) in accordance with Section 7.3(a) not to receive his Pension in the form specified in this Section 7.1(b), such Participant's Pension shall be paid in the form of a Qualified Joint and Survivor Annuity. With respect to Plan Years commencing on or after January 1, 1985, and to the extent provided in a Qualified Domestic Relations Order, a former spouse of a Participant shall be deemed to be an Eligible Spouse.

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Under the Qualified Joint and Survivor Annuity, a reduced amount shall be paid to the Participant for his lifetime, upon his death, his surviving Eligible Spouse shall be entitled to receive for her lifetime a survivorship Pension in a monthly amount equal to fifty percent (50%) of the reduced monthly amount that had been paid to the Participant. The last monthly payment under the

Qualified Joint and Survivor Annuity shall be made as of the first day of the month in which the death of the last survivor between the Participant and his Eligible Spouse has occurred.

The reduced amount payable to the Participant shall be determined so that the discounted present value of the aggregate of the Pension payments expected to be made to the Participant and his Eligible Spouse shall be the Actuarial Equivalent of the Pension determined under Section 7.1(a). The Actuarial Equivalent of the Pension determined under Section 7.1(a) shall be determined as of the Participant's Annuity Starting Date and by using the interest rate specified in Section 2.1(c) or, if it would produce a greater benefit, the interest rate that would be used (determined as of January 1 of the Plan Year in which such Pension payments commence) by the PBGC for purposes of determining the present value of a lump sum distribution on plan termination.

(c) MARRIED PARTICIPANT WITHOUT ELIGIBLE SPOUSE. If (i) on the date a Participant retires for reasons other than Disability the Participant is married but the Participant's spouse is not an Eligible Spouse, (ii) the Participant and such spouse were married within one (1) year of the Participant's Annuity Starting Date and the Participant and such spouse remain married for one (1) year, such spouse becoming an Eligible Spouse, and (iii) the Participant and his spouse do not elect in accordance with Section 7.3(a) not to receive his Pension in the form specified in Section 7.1(b), then the Participant's Pension shall, upon the date the spouse becomes an Eligible Spouse, become payable in the form of a Qualified Joint and Survivor Annuity. The first payment under such Qualified Joint and Survivor Annuity shall be the payment for the month immediately following the month during which the Participant's spouse became an Eligible Spouse. The amount of such Pension shall be calculated pursuant to the provisions of Section 7.1(b) except that the amount payable to the Participant shall be determined so that the discounted present value of the aggregate of the Pension payments expected to be received by the Participant and his Eligible Spouse will be the Actuarial Equivalent of the Pension provided for in Section 7.1(a) (except to the extent such Pension is or has been modified by a Qualified Domestic Relations Order) on the basis of the Participant's life expectancy on the date his spouse becomes an Eligible Spouse. The Participant's death on or after the date his spouse becomes an Eligible Spouse and prior to the beginning of the month following such date shall not deprive the spouse of the survivor annuity that becomes contingently payable on the date such spouse becomes an Eligible

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Spouse.

7.2 OPTIONAL PENSION FORMS. By making the election described in Section 7.3(a) and by giving written notice to the Administration Committee during the election period specified in Section 7.3(a), a Participant who retires for reasons other than Disability may elect to receive a Pension payable in one of the following forms in lieu of the normal form provided for in Section 7.1(a) or the form of Pension provided for in Section 7.1(b) but in an amount that is Actuarially Equivalent to the normal form of Pension provided for in Section 7.1(a):

(a) LIFE ANNUITY WITH FIVE (5) YEARS CERTAIN. With respect to an ICC Plan Participant, a life annuity with sixty (60) monthly Pension benefit payments guaranteed so that upon the death of the retired Participant on or after his Annuity Starting Date but before the guaranteed number of monthly Pension benefit payments has been made, the remainder of such guaranteed number of monthly Pension benefit payments shall be paid as they become due to the Beneficiary designated by the retired Participant. In the event of the death of the Beneficiary

after the Retired Participant's death but before such guaranteed number of monthly Pension benefit payments have been made, the remainder of such guaranteed number of monthly pension benefit payments shall be commuted into one sum and paid to such Beneficiary's executors or administrators. If there is no Beneficiary living at the date of such Retired Participant's death, the remainder of the guaranteed number of monthly Pension benefit payments shall be commuted into one lump sum and paid to the Retired Participant's executors or administrators.

(b) CONTINGENT ANNUITY. A reduced Pension for the life of the Participant and an amount equal to one hundred percent (100%), seventy-five percent (75%) or fifty percent (50%) at the Participant's election, of his reduced monthly Pension benefit to be paid to his designated Beneficiary, who shall be the Participant's contingent annuitant, provided such Beneficiary is living at the retired Participant's death.

If the Beneficiary is the spouse of the retired Participant, the benefit payable under this option is payable without restriction. If, however, the Beneficiary is any person other than the spouse of the retired Participant, the benefit payable under this option shall be limited to the extent that the present value of the payments to be made to the Participant during his lifetime shall be more than fifty percent (50%) of the present value of the total payments to be made to the Participant and the Beneficiary under this option.

Monthly payments to the annuitant shall commence on the first day of the month next following the month in which the death of the retired Participant occurs, provided the Beneficiary is then living, and monthly benefit payments shall

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continue with the last monthly payment due immediately preceding the death of the contingent annuitant.

If the death of the Beneficiary or the Participant occurs before the Participant's Annuity Starting Date, any election of this option shall be deemed null and void and the normal form of pension shall again become operative as though this contingent annuitant had not been elected. If the Beneficiary predeceases the retired Participant after the Participant's Annuity Starting Date, retirement benefit payments shall terminate with the monthly payment due immediately preceding the retired Participant's death.

(c) LIFE ANNUITY WITH TEN (10) YEARS CERTAIN. In the case of an ICC Plan Participant whose Employment Commencement Date is prior to January 1, 1985, or in the case of a Wescar Plan Participant, a life annuity with one hundred and twenty (120) monthly Pension benefit payments guaranteed so that upon the death of the retired Participant on or after his Annuity Starting Date but before the guaranteed number of monthly Pension benefit payments has been made, the remainder of such guaranteed number of monthly Pension benefit payments shall be paid as they become due to the Beneficiary designated by the retired Participant. In the event of the death of the Beneficiary after the Retired Participant's death but before such guaranteed number of monthly Pension benefit payments have been made, the remainder of such guaranteed number of monthly pension benefit payments shall be commuted into one sum and paid to such Beneficiary's executors or administrators. If there is no Beneficiary living at the date of such Retired Participant's death, the remainder of the guaranteed number of monthly Pension benefit payments shall be commuted into one lump sum and paid to the Retired Participant's executors or administrators.

(d) SOCIAL SECURITY INTEGRATED BENEFIT. In the case of an ICC Plan Participant whose Employment Commencement Date is prior to January 1, 1985, a monthly Pension benefit payable in such amounts so that the Participant's monthly benefit under this Plan prior to his Social Security Commencement Date will generally equal the sum of his monthly benefit under this Plan and his monthly Social Security Benefit after his Social Security Commencement Date. For purposes of this option:

(i) Social Security Commencement Date means the earlier of the first day of the first month in which the Participant's Social Security Benefit is to commence, or, the first day of the month next following his sixty-fifth (65th) birthday.

(ii) Social Security Benefit means the yearly Primary Insurance Amount, or portion thereof, which the Participant is expected to receive under Title II of the Federal Social Security Act, calculated on a monthly basis.

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A Participant's Social Security Commencement Date and Social Security Benefit shall be determined by the Administrative Committee based on the Federal Social Security Act as it exists on the Participant's Annuity Starting Date. A Participant may elect this option only if his Annuity Starting Date precedes his Social Security Commencement Date. Upon the death of a retired Participant, his designated Beneficiary shall be entitled to receive a single sum cash payment in an amount equal to:

(i) The Participant's Contributions to this Plan (which have not been withdrawn) with Credited Interest to the date his pension payments actually commenced, minus

(ii) The sum of the monthly retirement benefit payments which shall have become payable prior to the Participant's death; provided, however, that any portion of such Participant's monthly retirement benefit payments which represents his Supplemental Retirement Benefit shall be excluded.

7.3 PARTICIPANT PENSION PAYMENT ELECTIONS.

(a) ELECTION NOT TO TAKE QUALIFIED JOINT AND SURVIVOR ANNUITY OR SINGLE LIFE ANNUITY. A Participant who qualifies for the Qualified Joint and Survivor Annuity or Single Life Annuity may elect to receive his Pension in one of the forms described in Sections 7.1(a) or 7.2, or revoke such an election, provided that the Participant notifies the Administration Committee in writing of such election or revocation of election on an appropriate form supplied by the Administration Committee for this purpose. Notwithstanding the foregoing, in the case of a Participant who has at least one (1) Hour of Service or one (1) hour of paid leave on or after August 22, 1984, no election made under this Section 7.3(a) during any Plan Year commencing after December 31, 1984, shall be effective unless the Eligible Spouse of the Participant consents in writing to such election, such election designates a specific nonspouse beneficiary or a form of benefits which may not be changed without spousal consent (or the consent of the spouse expressly permits designations by the Participant without any requirements of further spousal consent), and such consent acknowledges both the designation, if any, of a specific nonspouse

beneficiary and the effect of such election, and is witnessed by a member of the Administration Committee or a notary public or it is established to the satisfaction of the Administration Committee that the consent of an Eligible Spouse cannot be obtained because the Eligible Spouse cannot be located or such other circumstances as the Secretary of the Treasury may prescribe by regulation exist.

The Administration Committee shall furnish to each Participant who is eligible to make an election under this Section 7.3(a) a written explanation in

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nontechnical language of:

(i) The terms and conditions of the Qualified Joint and Survivor Annuity or Single Life Annuity;

(ii) The Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity or Single Life Annuity form of benefit;

(iii) The rights of the Participant's Eligible Spouse under this Section 7.3(a) with respect to such waiver election; and

(iv) The right to make, and the effect of, a revocation of an election to waive the Qualified Joint and Survivor Annuity or Single Life Annuity form of benefit.

If such notification is made by mail or personal delivery, it shall be made by such time as to reasonably assure that it will be received by the Participant at least thirty (30) days and not more than ninety (90) days before the Annuity Starting Date. Notice of the election may be given by alternative means, which must be reasonably calculated to reach the attention of the Participant on or about the time period specified in the preceding sentence and continue to reach the attention of the Participant during the period in which he may make the election (as, for example, by posting or repeated publication). A Participant may make an election not to take a Qualified Joint and Survivor Annuity or Single Life Annuity in favor of a Pension payable in a form prescribed by Sections 7.1(a) or 7.2 hereof at any time during the ninety (90) day period preceding the Annuity Starting Date. In addition, a Participant who has separated from Service and who has a spouse who is not an Eligible Spouse may make the election provided for in the immediately preceding sentence during the period beginning on the first day of the ninety (90) day period ending on his Annuity Starting Date and ending with the date his spouse becomes an Eligible Spouse. Furthermore, a Participant may request additional information regarding the Qualified Joint and Survivor Annuity or Single Life Annuity during the sixty (60) day period following the date the above explanation is mailed or personally delivered or otherwise communicated to such Participant. If the Participant requests additional information, the Participant may make an election not to take a Qualified Joint and Survivor Annuity or Single Life Annuity any time during the sixty (60) day period following the date the original requested information is mailed or personally delivered to such Participant.

Notwithstanding the preceding provisions, in no event shall the period during which a Participant may elect not to take a Qualified Joint and Survivor Annuity or Single Life Annuity in favor of a Pension payable in a form specified in Section 7.1 or 7.2 hereof or to revoke such election expire earlier than the Annuity Starting Date.

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A Participant may revoke an election made pursuant to this Section 7.3(a) during the ninety (90) day period ending on the Annuity Starting Date (and in the case of a Participant who separates from Service with a spouse who is not an Eligible Spouse, ending on the date his spouse becomes an Eligible Spouse), and the Participant may make a new election thereafter if it otherwise complies with this Section 7.3(a). A Participant's election not to take a Qualified Joint and Survivor Annuity or Single Life Annuity, if timely made, is effective on the date the Participant's payment of benefits is to commence under Article V. A Participant's revocation of an election not to take a Qualified Joint and Survivor Annuity or Single Life Annuity is effective on the date the Participant notifies the Administration Committee thereof in accordance with this Section 7.3(a). Any such new election or revocation of any election previously made shall be made in accordance with the provisions of this Section 7.3(a).

(b) CONDITIONS OF ELECTION OF OPTIONAL FORM. The Participant shall not make any election for an optional form of Pension benefit under which the present value of the Pension payable solely to the Participant will not be greater than fifty percent (50%) of the present value of the total Pension payable to the Participant and his Beneficiaries; provided, however, that if the Participant elects a Qualified Joint and Survivor Annuity described in Section 7.2(b) hereof, and his contingent annuitant is his spouse, the preceding limitation shall not apply. The Administration Committee shall determine "present value" as of the date the Trustee is to commence payment of the Pension to the Participant. If the Administration Committee determines to disallow a Participant's election, it shall direct the Trustee in writing to commence payment of the Participant's Pension to him in the normal form specified in Section 7.1. The Administration Committee shall apply the provisions of this Section 7.3(b) in a nondiscriminatory and uniform manner.

7.4 QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY. A Participant who has at least one (1) Hour of Service or at least one (1) hour of paid leave on or after August 23, 1984, and has a Vested Accrued Benefit and dies before the Annuity Starting Date and who has a surviving Eligible Spouse, shall automatically have provided for such Eligible Spouse a Qualified Pre-Retirement Survivor Annuity. Except to the extent provided in a Qualified Domestic Relations Order, the Eligible Spouse of such a Participant shall be the Participant's sole beneficiary to receive the death benefits which may be payable on his behalf in the event of his death prior to his Annuity Starting Date. A Qualified Pre-Retirement Survivor Annuity is a survivor annuity for the life of the surviving Eligible Spouse of the Participant pursuant to which, except to the extent modified by a Qualified Domestic Relations Order, payments to the surviving Eligible Spouse are:

(a) In the case of a Participant who dies on or after the earliest date on which he could retire under the Plan but before payment of his benefits has commenced, one-half (1/2) of the annual benefit that would have been payable to the Participant if he had retired on the first day of the month following his death and elected that his Pension commence:

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(i) At age sixty-five (65); or

(ii) If the Participant had postponed his retirement past his Normal Retirement Date, at his date of death, as a straight life annuity; and

(b) In the case of a Participant who dies before the date he becomes eligible for an Early Retirement Pension, equal to the amount that would be payable as a survivor annuity under the Qualified Joint and Survivor Annuity provided under this Plan if such Participant had:

(i) Separated from Service on the date of death;

(ii) Survived to the date on which he would have become eligible for an Early Retirement Pension;

(iii) Retired with an immediate Qualified Joint and Survivor Annuity on the date he became eligible for an Early Retirement Pension; and

(iv) Died on the day after the day on which such Participant would have become eligible for an Early Retirement Pension.

A Participant may not elect to waive payment of the Qualified Pre-Retirement Survivor Annuity. The earliest period for which a surviving Eligible Spouse may receive a payment under a Qualified Pre-Retirement Survivor Annuity shall be not later than the month in which the Participant would have become eligible for an Early Retirement Pension. There shall be no duplication between the benefits provided under this Section 7.4 and Sections 7.2 (regarding optional pension forms) and 8.1 (regarding the pre-retirement death benefit) hereof, (I.E., the benefits provided under each such Section shall be inclusive of the benefits provided under the other).

7.5 METHODS OF BENEFIT PAYMENT. Pensions shall in general be payable by the Trustee directly to the Participant entitled thereto. However, the Administration Committee, in lieu of instructing the Trustee to pay the Pension to which a Participant is entitled directly from the funds of the Trust, may instruct the Trustee to purchase from an insurance company selected by the Administration Committee a non-transferable annuity contract which will provide pension and other benefits in an amount identical to that to which the Participant is entitled under this Plan. If an annuity contract is purchased for the benefit of a Participant from an insurance company, the contract may either be assigned to the Participant or held by the Trustee for the benefit of such Participant pursuant to instructions from the Administration Committee.

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7.6 DISTRIBUTIONS ON TERMINATION OF EMPLOYMENT FOR REASONS OTHER THAN RETIREMENT. If a Participant terminates Service for any reason and he has a Vested Accrued Benefit not in excess of Three Thousand Five Hundred Dollars ($3,500) or such Participant is not vested, distributions shall be made in accordance with the following provisions:

(a) LUMP-SUM CASHOUT DISTRIBUTION WHEN VESTED ACCRUED BENEFIT NOT IN EXCESS OF $3,500. If a Participant terminates Service for any reason with a Vested right to all or part of his Accrued Benefit and the present value of the Participant's Vested Accrued Benefit is not in excess of Three Thousand Five Hundred Dollars ($3,500), unless the Participant elects a direct transfer under this Section 7.6(a), the Administration Committee shall direct the Trustee to distribute the present value of the Participant's Vested Accrued Benefit in a single sum as soon as practicable following the Participant's termination of employment. Alternatively, the

Participant may elect to transfer all or a portion of his Vested Accrued Benefit to either (i) a plan qualified under section 401(a) of the Code which accepts direct transfer contributions, (ii) an individual retirement account described in section 408(a) of the Code, (iii) an individual retirement annuity described in section 408(b) of the Code (other than an endowment contract), or (iv) an annuity plan described in section 403(a) of the Code; provided that such payment exceeds Two Hundred Dollars ($200) and otherwise qualifies for transfer pursuant to section 401(a)(31) of the Code. If a Participant elects a direct transfer under this Section 7.6(a) the Administrative Committee will direct the Trustee to transfer all or a portion of the Participant's Vested Accrued Benefit to the eligible retirement arrangement specified by the Participant. If a Participant elects to transfer only a portion of his Pension under this Section 7.6(a), the remainder of his Pension shall be distributed in a single sum. The Administration Committee shall prescribe the procedures a Participant must follow to request a direct transfer of his Pension pursuant to this Section 7.6(a).

Notwithstanding the foregoing, however, no such distribution or transfer may be made after the Annuity Starting Date unless the Participant and, if the Participant is married to an Eligible Spouse, such Eligible Spouse (or if the Participant has died with an Eligible Spouse, such surviving Eligible Spouse) consents in writing to such distribution.

For purposes of determining the present value of the Participant's Vested Accrued Benefit, the present value shall be determined as of the date of the proposed distribution on the basis of the LESSER of (i) an eight and one quarter percent (8.25%) per annum interest assumption or (ii) the interest rate which would be used as of January 1 of the Plan Year in which the distribution occurs by the PBGC for purposes of determining the present value of a lump sum distribution on plan termination.

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A Participant's Vesting Service and Benefit Service under the Plan shall not be disregarded following the single sum payment of the Participant's Vested Accrued Benefit under this Section 7.6(a). However, if the Participant subsequently returns to employment with the Employer any additional Pension payable to the Participant under the Plan shall be reduced by the Pension that would have been payable under the Plan if the Participant had not received a distribution and had not recommenced participation in the Plan, calculated as of the date the Participant's Pension distributions commence under the Plan.

(b) DEEMED DISTRIBUTION TO NONVESTED PARTICIPANT. If a Participant terminates Service at a time when such Participant's vested Accrued Benefit equals Zero Dollars ($0), the Participant shall be deemed to receive a distribution of his entire vested Accrued Benefit as of the day he terminates Service.

7.7 QUALIFIED DOMESTIC RELATIONS ORDERS. During any period in which the issue of whether a Domestic Relations Order is a Qualified Domestic Relations Order is being determined (by the Administration Committee, by a court of competent jurisdiction, or otherwise), the Administration Committee shall direct the Trustee or any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested (as provided in Section 10.4(q)) to segregate in a separate account or in an escrow account the amount that would

have been payable to the Alternate Payee during such period if the Domestic Relations Order is determined to be a Qualified Domestic Relations Order.

If within eighteen (18) months the Domestic Relations Order (or modification thereof) is determined to be a Qualified Domestic Relations Order, the Administration Committee shall direct the Trustee or insurance company to pay the segregated account (and any earnings or interest thereon) or the balance held in the escrow account, as applicable, to the person or persons entitled thereto. If within eighteen (18) months it is determined that the order is not a Qualified Domestic Relations Order or the issue as to whether such Domestic Relations Order is a Qualified Domestic Relations Order is not resolved, the Administration Committee shall direct the Trustee or insurance company to pay the segregated account (and any earnings or interest thereon) or the balance of the escrow account, as applicable, to the person or persons who would have been entitled to such amounts if there had been no Domestic Relations Order. Any determination that a Domestic Relations Order is a Qualified Domestic Relations Order which is made after the close of the eighteen (18) month period shall be applied prospectively only.

The Administration Committee shall establish reasonable procedures for determining whether a Domestic Relations Order is a Qualified Domestic Relations Order and to administer distributions under Qualified Domestic Relations Orders. When the Plan receives a Domestic Relations Order, the

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Administration Committee shall promptly notify the appropriate Participant and any other Alternate Payee of the receipt of such order and the Administration Committee's procedures for determining whether such order is a Qualified Domestic Relations Order. The Administration Committee shall determine whether a Domestic Relations Order is a Qualified Domestic Relations Order within a reasonable period after receipt of such order, and shall within a reasonable time after such determination notify the Participant and each Alternate Payee of such determination.

7.8 DETERMINATION OF BENEFIT OF TRANSFERRED EMPLOYEES. If a Participant's Vesting Service after January 1, 1976, includes Vesting Service with Transway International Corporation or an entity that is or was a wholly owned subsidiary of Transway International Corporation which has a Requisite Plan (as hereinafter defined), the following rules shall apply:

(a) Average Monthly Compensation for purposes of this Section 7.8 shall be computed by taking the Compensation of the Participant from any Employer, Transway International Corporation or any wholly owned subsidiary of Transway International Corporation which has a Requisite Plan and is not an Employer hereunder, during the five (5) consecutive calendar years within his last ten (10) years of Benefit Service which yield the highest average divided by sixty (60); provided, however, that no year of Benefit Service shall be counted in which such Participant received compensation which is not taken into account in determining the amount of benefits under this Plan or the Requisite Plan.

(b) For purposes of Article VI there shall be included Benefit Service with Transway International Corporation or any wholly owned subsidiary of Transway International Corporation which has a Requisite Plan and is not an Employer hereunder; limited, however, to the period of such Benefit Service for which the Participant received credit toward his benefit under such Requisite Plan.

(c) The annual benefit to be paid such Participant under this Plan shall be the amount of the appropriate benefit determined under Article VI using the foregoing Average Monthly Compensation and Benefit Service determined by taking into account Section 7.8(b), multiplied by a fraction, the numerator of which shall be the Participant's years of Benefit Service with the Employer; and the denominator of which is the years of Benefit Service of such Participant (taking into account Section 7.8(b)).

(d) If the sum of the number of years (including fractions of years) used in the numerator of the fraction set forth in Section 7.8(c) and in the numerators of all the fractions under all the Requisite Plans used in making the determination of the benefit to be paid such Participant under each of said Plans exceeds thirty (30), the numerators of this Plan and all the Requisite Plans shall be reduced so that they aggregate thirty (30). The

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numerator or numerators of the said plans that is or are to be reduced to comply will result in such Participant receiving the maximum aggregate benefit from all such plans.

(e) A corporation shall be considered a wholly owned subsidiary of Transway International Corporation for purposes of this Section if one hundred percent (100%) of its outstanding stock is owned by Transway International Corporation and/or any one or more of the wholly owned subsidiaries of Transway International Corporation as herein defined.

(f) A "Requisite Plan" shall mean a defined benefit plan (within the meaning of section 414(j) of the Code) which provides (i) that Benefit Service under such plan will be granted for Service credited under this Plan and (ii) that its benefit is to be prorated in the manner substantially the same as provided in this Section 7.8.

7.9 CASH WITHDRAWAL BENEFIT. An ICC Plan Participant may, at any time after termination of Service and prior to his attaining age fifty-five (55), if he has completed ten (10) years of Vesting Service (within the meaning of Section 5.5), elect to receive a Cash Withdrawal Benefit (herein so called) in an amount equal to the greater of the present value of his Employee Accrued Benefit or the aggregate of his Participant Contributions under the International Controls Corp. Pension Plan as in effect on June 30, 1984, plus Credited Interest, which benefit shall be paid within ninety (90) days following the receipt of such election by the Administration Committee. If the present value of any Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity payable with respect to such an ICC Plan Participant (determined in accordance with Section 7.6) exceeds Three Thousand Five Hundred Dollars ($3,500), the foregoing election by an ICC Plan Participant shall not be effective unless the Eligible Spouse, if any, of the ICC Plan Participant consents in writing to such election and such consent acknowledges the effect of such election and is witnessed by a member of the Administration Committee or a notary public. Such spousal consent shall not be necessary if it is established to the satisfaction of the Administration Committee that the consent of the Eligible Spouse cannot be obtained because the Eligible Spouse cannot be located or such other circumstances as the Secretary of the Treasury may prescribe by regulation exist. The Administration Committee will not be deemed to have received the ICC Plan Participant's election to receive a Cash Withdrawal Benefit until it has received, when appropriate, the Eligible Spouse's consent described in the immediately preceding sentence. A Cash Withdrawal Benefit shall, in the case of an ICC Plan Participant who does not have a vested right to his entire Accrued Benefit, be in lieu of all other

benefits under the Plan unless the Participant resumes Service with the Employer as a Re-Employed Employee, in which case such Participant shall have an Accrued Benefit equal to his Employer Accrued Benefit. A Participant who has a vested right to his entire Accrued Benefit and who elects to receive a

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Cash Withdrawal Benefit shall have an Accrued Benefit equal to his Employer Accrued Benefit. The amount by which the Participant's Accrued Benefit is reduced under the fourth sentence of this Section 7.9 shall be restored upon repayment by the Participant of the full amount of the Cash Withdrawal Benefit paid plus interest compounded annually at the rate of Credited Interest is being computed on the date of repayment, provided that such repayment must be made within two (2) years of the Employee's resumption of employment covered by the Plan.

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ARTICLE VIII

DEATH BENEFITS

8.1 BENEFIT FOR PRE-RETIREMENT DEATH. If a Participant other than an ICC Plan Participant dies after earning a vested right to a retirement benefit but before his Annuity Starting Date and a Qualified Pre-Retirement Survivor Annuity is not payable with respect to such Participant, no death benefit shall be payable under this Plan with respect to such Participant. If an ICC Plan Participant dies prior to the first day of the calendar month on which retirement benefits shall commence (whether or not payment is actually made on such date), a Qualified Pre-Retirement Survivor Annuity is not payable with respect to such Participant, and the Participant has not elected to receive a Cash Withdrawal Benefit in accordance with Section 7.9, his designated Beneficiary shall be entitled to receive a Contributory Death Benefit (herein so called) in an amount equal to the aggregate of the Participant's Contributions to the ICC Plan plus Credited Interest to the first day of the month preceding his date of death. If a Participant with respect to whom a Qualified Pre-Retirement Survivor Annuity is payable dies prior to the Annuity Starting Date, the only death benefit payable under this Plan with respect to such Participant shall be such Qualified Pre-Retirement Survivor Annuity.

8.2 BENEFIT FOR POST-RETIREMENT DEATH. Upon the death after Retirement of a single Participant, or a married Participant who has made an election under Section 7.3(a) not to receive his Pension in the form of a Qualified Joint and Survivor Annuity and who is eligible for or receiving a Normal Retirement Pension, Early Retirement Pension or Deferred Vested Pension in either the form specified in Section 7.1(a) or an elected optional form, no Death Benefit Pension shall be provided by the Plan, other than as a part of the benefit payment form elected and which remains effective under Section 7.2. In the case of the death after Retirement of a Participant who is receiving a Qualified Joint and Survivor Annuity, the only death benefit payable under this Plan with respect to such Participant shall be the survivor annuity that is part of the Qualified Joint and Survivor Annuity.

8.3 PRE-1992 LUMP SUM DEATH BENEFIT. If a Participant or Former Participant dies before January 1, 1992, and after his Normal Retirement Date while receiving a Pension (other than a Deferred Vested Pension) hereunder, his designated Beneficiary shall receive a lump sum death benefit equal to Two Thousand Five Hundred Dollars ($2,500).

This benefit is in addition to any optional retirement benefit which may be in effect in accordance with Article VII at the time of the retired Participant's death. In addition, any individual who was entitled to the above benefit under the Prior Plan and on whose behalf the above benefit was not paid under the

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Prior Plan shall be entitled to receive such benefit under this Plan.

8.4 DESIGNATION OF BENEFICIARIES. Except to the extent Sections 7.1(b), 7.1(c), and 7.4 limit a Participant's right to designate a Beneficiary, each Participant may from time to time designate, in writing, a Beneficiary to whom the Trustee shall pay any benefits to which such Beneficiary may be entitled hereunder in the event of the Participant's death. The Administration Committee shall prescribe the form for the written designation of Beneficiaries. A Participant's

filing such form with the Administration Committee shall effectively revoke all Beneficiary designations filed prior to that date by such Participant. Each such designation may be revoked by the Participant by signing and filing a new Beneficiary designation form with the Administration Committee.

If a Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity is not payable with respect to a deceased Participant and such Participant has failed to name a Beneficiary in the manner above prescribed, or if the Beneficiary named by a deceased Participant predeceases the Participant, the death benefit, if any, which may be payable under this Plan with respect to such deceased Participant shall be paid, to the first of the following persons who survive the Participant by at least thirty (30) days:

(i) A person otherwise designated by such Participant as the beneficiary of such benefits;

(ii) The Participant's spouse;

(iii) Equally among the Participant's descendants;

(iv) The Participant's parents;

(v) Equally among the Participant's heirs at law; or

(vi) The legal representative or representatives of the Participant's estate.

Any payment made to any person pursuant to the power and discretion conferred upon the Administration Committee by the preceding sentence shall operate as a complete discharge of all obligations under this Plan with respect to such deceased Participant and shall not be subject to review by anyone, but shall be final, binding, and conclusive on all persons ever interested hereunder.

8.5 CONTINGENT BENEFICIARIES. In the event of the death of a Beneficiary who survives the Participant and who, at the Beneficiary's death, is receiving benefits under Article VII under an annuity form providing for a refund settlement, a survivorship annuity, or a period certain with respect to

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which death benefits are payable under this Plan after the Participant's death, the amount of such refund or the amount of monthly retirement income that the Beneficiary was receiving, as applicable, shall be payable to a person designated by the Participant to receive the remaining death benefits, if any, payable in the event of such contingency, or, if no person was so named, then to a person designated by the Beneficiary of the deceased Participant to receive the remaining death benefits, if any, payable in the event of such contingency. If no person so designated is living upon the occurrence of such contingency, then the remaining death benefits, if any, shall be payable for the balance of such applicable period, to the first of the following persons who survive the Beneficiary by at least thirty (30) days:

(i) The Participant's spouse;

(ii) The Beneficiary's spouse;

(iii) Equally to the Participant's descendants;

(iv) Equally to Beneficiary's descendants;

(v) The Participant's parents;

(vi) The Beneficiary's parents;

(vii) The Participant's heirs at law;

(viii) The Beneficiary's heirs at law; or

(ix) The legal representative or representatives of the estate of the deceased Beneficiary.

Any payment made to any person pursuant to the power and discretion conferred upon the Administration Committee by the preceding sentence shall operate as a complete discharge of all obligations under this Plan with respect to such deceased Beneficiary, and shall not be subject to any review by anyone, but shall be final, binding, and conclusive on all persons ever interested hereunder.

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ARTICLE IX

EMPLOYER ADMINISTRATIVE PROVISIONS

9.1 INFORMATION. Each Employer shall, upon request or as may be specifically required hereunder, furnish or cause to be furnished, all of the information or documentation which is necessary or required by the Administration Committee, the Trustee, or any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested (as provided in Section 10.4(q)) to perform their respective duties and functions under the Plan. For this purpose, the Employer's records shall be conclusive as to all persons.

9.2 NO LIABILITY. Subject to Article XII, no Employer assumes any obligation or responsibility to any of the Employees, Participants, or Beneficiaries for any act of, or failure to act, on the part of the Administration Committee, the Trustee, or any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested (as provided in Section 10.4(q)).

9.3 EMPLOYER ACTION. Any action required of an Employer shall be evidenced by resolution of its board of directors or other governing body or by a person authorized to act by board resolution.

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9.4 INDEMNITY. Each Employer by adoption of this Plan agrees to indemnify and save harmless the Board of Directors, individual Trustee(s), and the members of the Administration Committee, and each of them, from and against any and all loss resulting from liability to which the Board of Directors, individual Trustee(s), and the Administration Committee, or the members of the Board of Directors and Administration Committee, may be subjected by reason of any act or conduct (except willful or reckless misconduct) in their official capacities in the administration of this Plan or Trust, including all expenses reasonably incurred in their defense. In the event that the Employer fails to provide such defense, such liability shall be paid from the Trust Fund; provided that, the indemnification provisions of this Section 9.4 shall not relieve the Board of Directors, individual Trustee(s), or any members of the Administration Committee from any liability they may have under the Act for breach of a fiduciary duty.

9.5 AMENDMENT TO VESTING SCHEDULE. Although the Company reserves the right to amend the vesting schedule at any time, the Company shall not amend the vesting schedule (and no amendment shall be effective) if the amendment would reduce the vested percentage of any Participant's Accrued Benefit (determined as of the later of the date the Company adopts the amendment, or the date the amendment becomes effective) to a percentage less than the vested percentage computed under the Plan without regard to the amendment.

In the event the vesting schedule of the Plan is amended or any other amendment to the Plan is adopted which directly or indirectly affects the computation of the vested percentage of a Participant's Employer Accrued Benefit under Section 5.4, the Vested Accrued Benefit of any Participant who has completed at least five (5) years of Vesting Service, as defined in

Section 5.5, shall be computed under the vesting schedule, original or amended, which will result in the greatest vested percentage being credited to the affected Participant.

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ARTICLE X

ADMINISTRATION AND INVESTMENT PROVISIONS

10.1 APPOINTMENT OF ADMINISTRATION COMMITTEE MEMBERS. The Board of Directors shall appoint an Administration Committee to administer the Plan and to direct Plan investments, the members of which may or may not be Participants in the Plan.

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10.2 TERM. Each member of the Administration Committee shall serve until his successor is appointed. Any member of the Administration Committee may be removed by the Board of Directors, with or without cause, and such Board shall have the power to fill any Administration Committee vacancy which may occur. An Administration Committee member may resign upon written notice to the Board of Directors.

10.3 COMPENSATION. The members of the Administration Committee shall serve without compensation for services as such, but the Employers shall pay all expenses of the Administration Committee, including the expenses for any bond required under section 412 of the Act. To the extent such expenses are not paid by the Employers, they shall be paid by the Trustee from the Trust Fund.

10.4 POWERS OF THE ADMINISTRATION COMMITTEE. Subject to Article XII, the Administration Committee shall have the following powers and duties:

(a) To direct the administration of the Plan in accordance with the provisions herein set forth;

(b) To adopt rules of procedure and regulations necessary for the administration of the Plan, provided the rules are not inconsistent with the terms of the Plan;

(c) To determine all questions with regard to rights of Employees, Participants, and Beneficiaries under the Plan, including but not limited to rights of eligibility of an Employee to participate in the Plan, the value of a Participant's Accrued Benefit, and the Vested Accrued Benefit of each Participant.

(d) To enforce the terms of the Plan and the rules and regulations adopted by it;

(e) To direct the Trustee with respect to the crediting and distribution of the Trust, as well as in all other matters within its discretion, as provided in the Trust Agreement;

(f) To direct the Trustee to transfer assets to another trust which constitutes a qualified trust under section 401(a) of the Code and to accept transfers of assets from other trusts which constitute qualified trusts under sections 401(a) and 501(a) of the Code;

(g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;

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(h) To furnish the Employers with information which the Employers may require for tax or other purposes;

(i) To prescribe procedures to be followed by distributees in obtaining benefits;

(j) To receive from the Employers and from Employees such information as shall be necessary for the proper administration of the Plan;

(k) To receive and review reports from the Trustee concerning the financial condition and receipts and disbursements of the Trust Fund;

(l) To require any reports it deems necessary from any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested pursuant to Section 10.4(q), and to receive and review such reports;

(m) To maintain, or cause to be maintained, separate accounts in the name of each Participant to reflect the Participant's Accrued Benefit under the Plan;

(n) To interpret and construe the Plan; and

(o) To establish and maintain a funding standard account and to make credits and charges to such account to the extent required by and in accordance with the provisions of section 412 of the Code;

(p) To direct the Trustee in the investment, reinvestment, and disposition of the Trust Fund, as provided in the Trust Agreement;

(q) To determine which assets of the Plan are not to be held in and invested through the Trust Fund and to cause all the assets of the Plan that are not to be held in and invested through the Trust Fund to be invested in or through insurance contracts or policies (other than life, health or accident, property, casualty, or liability insurance contracts) issued by an insurance company qualified to do business in a state (within the meaning of section 7701(a)(10) of the Code);

(r) To require any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested pursuant to Section 10.4(q) to provide a valuation of such contracts or policies (or, if appropriate, the assets held thereunder) as of the Valuation Date each Plan Year;

(s) To engage the services of an investment manager or managers (as defined in section 3(38) of the Act), each of whom shall have full power and authority to manage, acquire or dispose (or direct the Trustee with respect to acquisition or disposition) of any Plan asset under its control;

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(t) To interpret and construe the Plan with respect to the investment, reinvestment and disposition of Plan assets;

(u) To engage the service of legal counsel (who may, if appropriate, be legal counsel for an Employer) and agents whom it may deem advisable to assist it with the performance of its duties; and

(v) To select a secretary, who need not be a member of the Administration Committee.

The Administration Committee shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a Pension under the Plan.

10.5 MANNER OF ACTION. The decision of a majority of the appointed and qualified members of the Administration Committee shall control. In case of a vacancy in the membership of the Administration Committee, the remaining members of the Administration Committee may exercise any and all of the powers, authorities, duties, and discretions conferred upon such Administration Committee pending the filling of such vacancy. The Administration Committee may, but need not, call or hold formal meetings. Any decisions made or action taken pursuant to written approval of a majority of the then members shall be sufficient for all purposes. The Administration Committee shall maintain adequate records of its decisions.

10.6 AUTHORIZED REPRESENTATIVE. The Administration Committee may authorize any one of its members, or its secretary, to sign on its behalf any notices, directions, applications, certificates, consents, approvals, waivers, letters, or other documents. The Administration Committee must evidence this authority by an instrument signed by all its respective members and filed with the Trustee.

10.7 NONDISCRIMINATION. The Administration Committee shall administer the Plan in a uniform, nondiscriminatory manner for the exclusive benefit of the Participants and their Beneficiaries.

10.8 INTERESTED MEMBER. No member of the Administration Committee may decide or determine any matter concerning the distribution, nature, or method of settlement of his own benefits under the Plan unless he is the sole member of the Administration Committee.

10.9 FUNDING POLICY. The Administration Committee shall review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and determine the appropriate

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methods for carrying out the Plan's objectives. The Administration Committee shall communicate annually to the Employers, the Trustee, the Investment Manager, if any, and any insurance company in or through the insurance contracts or policies of which assets of the Plan have been invested (as provided in Section 10.4(q)) the Plan's short-term and long-term financial needs so investment policy can be coordinated with Plan financial requirements.

10.10 BOOKS AND RECORDS. The Administration Committee shall maintain, or cause to be maintained, records which will adequately disclose at all times the state of the Trust Fund and of each separate interest therein. The books, forms, and methods of accounting shall be the responsibility of the Administration Committee.

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ARTICLE XI

PARTICIPANT ADMINISTRATIVE PROVISIONS

11.1 PERSONAL DATA TO ADMINISTRATION COMMITTEE. Each Participant and Beneficiary shall furnish to the Administration Committee evidence, data, or information as the Administration Committee considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will promptly furnish full, true, and complete evidence, data, and information when requested to do so by the Administration Committee, provided the Administration Committee shall advise each Participant of the effect of his failure to comply with its request.

11.2 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant shall file with the Administration Committee, in writing, his post office address, and each subsequent change of such post office address. Any payment or distribution made hereunder, and any communication addressed to a Participant or his Beneficiary, at the last address filed with the Administration Committee, or if no such address has been filed, then at the last address shown by the records of the Employer, shall be deemed to have been delivered to the Participant or his Beneficiary on the date that such distribution or communication is deposited in the United States Mail, postage prepaid, to be forwarded to such address.

11.3 ASSIGNMENT OR ALIENATION. No benefit payable under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, except to the extent provided under a Qualified

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Domestic Relations Order, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Neither the Trust Fund nor the proceeds of any insurance contract or policy in or through which assets of the Plan have been invested (as provided in Section 10.4(q)) shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder, except to the extent that under a Qualified Domestic Relations Order the Trustee or an insurance company in or through the insurance contracts or policies of which the assets of the Plan have been invested (as provided in Section 10.4(q)) is required to pay over a Participant's Accrued Benefit hereunder to an Alternate Payee. In the event an Employer, the Trustee, or an insurance company in or through the insurance contracts or policies of which the assets of the Plan have been invested (as provided in Section 10.4(q)) receives written notice of an adverse claim to a benefit distributable or being paid to a Participant, Former Participant or Beneficiary, the Trustee or such insurance company may suspend payment(s) of such benefit until such matter is resolved to the satisfaction of such party.

11.4 LITIGATION AGAINST THE TRUST. If any legal action filed against the Trustee, Board of Directors, or the Administration Committee, or against any member or members of the Administration Committee or Board of Directors, by or on behalf of any Participant or Beneficiary, results adversely to the Participant or to the Beneficiary, the Trustee shall reimburse itself, the Board of Directors, the Administration Committee, and any member or members of the

Administration Committee or Board of Directors, for all costs and fees expended by it or them by surcharging all costs and fees against the sums payable under the Plan to the Participant or to the Beneficiary, but only to the extent a court of competent jurisdiction specifically authorizes and directs any such surcharges and then only to the extent permitted under section 401(a)(13) of the Code.

11.5 INFORMATION AVAILABLE. Any Participant in the Plan or any Beneficiary may examine copies of the Plan's latest annual report, this Plan and Trust, and any contract, or other instrument under which the Plan was established or is operated. The Administration Committee will maintain all of the items listed in this Section 11.5 for examination during reasonable business hours in its office, or in such other place or places as it may designate from time to time in order to comply with the regulations issued under the Act. Upon the written request of a Participant or Beneficiary, the Administration Committee shall furnish him with a copy of any item listed in this Section 11.5. The Administration Committee may make a reasonable charge to the person requesting the copy so furnished.

11.6 BENEFICIARY'S RIGHT TO INFORMATION. A Beneficiary's right to (and the Administration Committees', or a Trustee's duty to provide to the

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Beneficiary) information or data concerning the Plan shall not arise until he first becomes entitled to receive a benefit under the Plan.

11.7 CLAIMS PROCEDURE.

(a) GENERAL. Upon termination of Service (except in the case of early retirement), prior to or upon becoming entitled to receive a benefit hereunder, a Participant or Beneficiary shall file a claim for such benefit with the Administration Committee at the time and in the manner prescribed by such Administration Committee. Notwithstanding the immediately preceding sentence, the Administration Committee may direct the Trustee to commence payment of a Participant's or Beneficiary's benefits hereunder without requiring the filing of a claim therefore if the Administration Committee has knowledge of such Participant's or Beneficiary's whereabouts and sufficient facts to substantiate his entitlement to a benefit.

(b) EARLY RETIREMENT BENEFITS. A Participant who is eligible to apply for an Early Retirement Pension under Section 6.2 and elects to do so shall file an application therefore with the Administration Committee at the time and in the manner prescribed by the Administration Committee.

11.8 APPEAL PROCEDURE FOR DENIAL OF BENEFITS. The Administration Committee shall provide adequate notice in writing to any Participant or to any Beneficiary ("Claimant") whose claim for benefits under the Plan has been denied by the Administration Committee. Such notice must be sent within ninety (90) days of the date the claim is received by the Administration Committee unless special circumstances require an extension of time for processing the claim. Such extension shall not exceed ninety (90) days and no extension shall be allowed unless, within the initial ninety (90) day period, an extension notice is forwarded to the Claimant indicating the special circumstances requiring the extension and specifying a date by which the Administration

Committee expects to render its final decision. The Administration Committee's notice of denial to the Claimant shall set forth:

(a) The specific reason or reasons for the denial;

(b) Specific references to pertinent Plan provisions on which the Administration Committee based its denial;

(c) A description of any additional material and information needed for the Claimant to perfect his claim, along with an explanation of why the material or information is needed;

(d) A statement that the Claimant may:

(i) Request a review upon written application to the

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Administration Committee;

(ii) Review pertinent Plan documents; and

(iii) Submit issues and comments in writing; and

(e) A statement that if the Claimant wishes to appeal the adverse determination by the Administration Committee, such appeal must be made in writing to the Administration Committee within sixty (60) days after receipt of the Administration Committee's notice of denial of benefits. The Administration Committee's notice must further advise the Claimant that his failure to appeal the action to the Administration Committee in writing within the sixty (60) day period will render the Administration Committee's determination final, binding, and conclusive.

If the Claimant appeals an adverse determination to the Administration Committee, he, or his duly authorized representative, may submit, in writing, whatever issues and comments he, or his duly authorized representative, feels are pertinent. The Administration Committee shall re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Administration Committee shall advise the Claimant in writing of its decision on his appeal, the specific reasons for the decision, and the specific Plan provisions on which the decision is based. Notice of a decision on appeal shall be given within sixty (60) days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the sixty (60) day period impracticable, but in no event shall the Administration Committee render a decision regarding the denial of a claim for benefits later than one hundred and twenty (120) days after its receipt of a request for review. If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the date the extension period commences.

The Administration Committee's notice of a denial of benefits shall identify the name of each member of the Administration Committee and the name and address of the Administration Committee member to whom the Claimant may forward his appeal.

11.9 PLACE OF PAYMENT AND PROOF OF CONTINUED ELIGIBILITY. As required by Section 11.2, each Employee and Beneficiary shall file with the Administration Committee from time to time in writing his post office address and each change of post office address. Any check representing payment hereunder and any communication addressed to an Employee, a former Employee, a retired Employee, or Beneficiary at his last address filed with the Administration Committee, or if no such address has been filed, then at his

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last address as shown by the records of the Employer, shall be deemed to have been delivered to such person on the date on which such check or communication is deposited in the United States mail.

If the Administration Committee, for any reason, is in doubt as to whether Pension payments are being received by the person entitled thereto, it shall, by registered mail addressed to the person concerned, at his address last known to the Administration Committee, notify such person that all unmailed and future retirement income payments shall be henceforth withheld until he provides the Administration Committee with evidence of his entitlement to such benefit and his proper mailing address.

11.10 NO RIGHTS IMPLIED. Nothing contained in this Plan, or with respect to the establishment of the Trust, or any modification or amendment to the Plan or Trust, or in the creation of any account, or the payment of any benefit, shall give any Employee, Participant, or Beneficiary any right to continue employment with an Employer or any legal or equitable right against an Employer or any officer, director, or Employee of an Employer, or against the Trustee, or its agents or employees, except as expressly provided by the Plan, the Trust or the Act.

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ARTICLE XII

FIDUCIARIES DUTIES

12.1 FIDUCIARIES. The "Fiduciaries" (herein so called) of the Plan shall be the following:

(a) The Board of Directors;

(b) The Employers;

(c) The Administration Committee;

(d) The Trustee; and

(e) Such other person or persons that are designated to carry out fiduciary responsibilities under the Plan in accordance with Section 12.3(c) hereof.

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan. A Fiduciary may employ one or more persons to render advice with regard to any responsibility such Fiduciary has under the Plan.

12.2 ALLOCATION OF RESPONSIBILITIES. The powers and responsibilities of the Fiduciaries are hereby allocated as indicated below:

(a) BOARD OF DIRECTORS. The Board of Directors shall be responsible for all functions assigned or reserved to it under the Plan and Trust Agreement. Any authority assigned or reserved to the Board of Directors under the Plan and Trust Agreement shall be exercised by resolution of the members of the Board of Directors.

(b) EMPLOYER. The Employer shall be responsible for all functions assigned or reserved to it under the Plan and Trust Agreement. Any authority assigned or reserved to the Employer under the Plan and Trust Agreement shall be exercised by resolution of the Employer's board of directors.

(c) ADMINISTRATION COMMITTEE. The Administration Committee shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan and Trust Agreement, except with respect to duties and responsibilities specifically allocated to other fiduciaries. The Administration Committee shall have the authority to issue written directions to the Trustee to the extent provided in the Trust Agreement. The Trustee shall follow the Administration Committee's directions unless it is clear that the actions to be taken under those directions would be violations of applicable fiduciary standards or would be contrary to the terms of the Plan or Trust Agreement. The Administration

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Committee shall also have the responsibility and authority to control the investment of the Trust Fund in accordance with the terms of the Plan and Trust Agreement, except with respect to duties and responsibilities specifically allocated to other fiduciaries. The Administration Committee shall

have the authority to issue written directions to the Trustee to the extent provided in the Trust Agreement. The Trustee shall follow the Administration Committee's directions, unless it is clear that the actions to be taken under those directions would be violations of applicable fiduciary standards or would be contrary to the terms of the Plan or Trust Agreement.

(d) TRUSTEE. The Trustee shall have the duties and responsibilities set out in the Trust Agreement, subject, however, to direction by the Administration Committee as set out in the Trust Agreement.

(e) ALLOCATIONS. Powers and responsibilities may be allocated to other Fiduciaries in accordance with Section 12.3 hereof, or as otherwise provided herein or in the Trust Agreement.

This Article XII is intended to allocate to each Fiduciary the individual responsibility for the prudent execution of the functions assigned to it, and none of such responsibilities or any other responsibility shall be shared by two or more of such Fiduciaries unless such sharing shall be provided for by a specified provision of the Plan or Trust Agreement.

12.3 PROCEDURES FOR DELEGATION AND ALLOCATION OF RESPONSIBILITIES. Fiduciary responsibilities may be allocated as follows:

(a) The Administration Committee may specifically allocate responsibilities to a specified member or members of the Administration Committee.

(b) The Administration Committee may designate a person or persons other than a Fiduciary to carry out fiduciary responsibilities under the Plan, provided that the authority granted the Administration Committees under this subparagraph (b) shall not cause any person or persons employed to perform ministerial acts and services for the Plan to be deemed Fiduciaries of the Plan.

(c) The Administration Committee may appoint an Investment Manager or managers to manage (including the power to acquire and dispose of) the assets of the Plan (or a portion thereof).

(d) If at any time there be more than one Trustee serving under the Trust Agreement, such Trustees may allocate specific responsibilities, obligations, or duties among themselves in such manner as they shall agree.

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Any allocation of responsibilities pursuant to this Section 12.3 shall be made by filing a written notice thereof with the Administration Committee specifically designating the person or persons to whom such responsibilities or duties are allocated and specifically setting out the particular duties and responsibilities with respect to which the allocation or designation is made.

12.4 GENERAL FIDUCIARY STANDARDS. A Fiduciary shall discharge his duties with respect to the Plan solely in the interest of the Participants and their Beneficiaries and

(a) For the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;

(b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(c) By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(d) In accordance with the documents and instruments governing the Plan, insofar as such documents and instruments are consistent with the provisions of Title I of the Act.

12.5 LIABILITY AMONG CO-FIDUCIARIES.

(a) GENERAL. Except for any liability which a Fiduciary may have under the Act, a Fiduciary shall not be liable for the breach of a fiduciary duty or responsibility by another Fiduciary of the Plan except in the following circumstances:

(i) He participates knowingly in, or knowingly undertakes to conceal, an act or omission of such other Fiduciary, knowing such act or omission is a breach;

(ii) His failure to comply with the general fiduciary standards set out in Section 12.4 in the administration of his specific responsibilities which give rise to his status as a Fiduciary has enabled such other Fiduciary to commit a breach; or

(iii) He has knowledge of a breach by such other Fiduciary and he does not undertake reasonable efforts under the circumstances to remedy the breach.

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(b) CO-TRUSTEES. In the event that there are two or more Trustees serving under the Trust Agreement, each should use reasonable care to prevent a co-Trustee from committing a breach of fiduciary responsibility and they shall jointly manage and control assets of the Plan, except that in the event of an allocation of responsibilities, obligations, or duties among Trustees, a Trustee to whom such responsibilities, obligations, or duties have not been allocated shall not be liable to any person by reason of this Section 12.5, either individually or as a Trustee, for any loss resulting to the Plan arising from the acts or omissions on the part of the Trustee to whom such responsibilities, obligations, or duties have been allocated.

(c) LIABILITY WHERE ALLOCATION IS IN EFFECT. To the extent that fiduciary responsibilities are specifically allocated either by a Fiduciary or pursuant to the express terms hereof to any person or persons, then such Fiduciary shall not be liable for any act or omission of such person in carrying out such responsibility except to the extent that the Fiduciary violated Section 12.4: (i) with respect to such allocation or designation, (ii) with respect to the establishment or implementation of the procedure for making such an allocation or designation, (iii) in continuing the allocation or designation, or if the Fiduciary would otherwise be liable in accordance with this Section 12.5.

(d) LIABILITY OF TRUSTEE FOLLOWING ADMINISTRATION COMMITTEE DIRECTIONS. No Trustee shall be liable for following instructions of the Administration Committee given pursuant to Section 12.2(c) and (d).

(e) NO RESPONSIBILITY FOR EMPLOYER ACTION. Neither the Trustee, nor the Administration Committee, shall have any obligation nor responsibility with respect to any action required by the Plan to be taken by an Employer, any Participant or eligible Employee, nor for the failure of any of the above persons to act or make any payment or contribution, or to otherwise provide any benefit contemplated under this Plan, nor shall the Trustee or the Administration Committee be required to collect any contribution required under the Plan, or determine the correctness of the amount of any Employer contribution.

(f) NO DUTY TO INQUIRE. Neither the Trustee nor the Administration Committee shall have any obligation to inquire into or be responsible for any action or failure to act on the part of the others.

(g) LIABILITY OF TRUSTEE WHERE INVESTMENT MANAGER APPOINTED. If an Investment Manager has been appointed pursuant to Section 12.3(c), then neither the Trustee nor the Administration Committee shall be liable for the acts or omissions of such Investment Manager, or be under any obligation to invest or otherwise manage any assets of the Plan which are subject to the management of such Investment Manager.

(h) SUCCESSOR FIDUCIARY. No Fiduciary shall be liable with

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respect to any breach of fiduciary duty if such breach was committed before he became a Fiduciary or after he ceased to be a Fiduciary.

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End of Article XII

ARTICLE XIII

DISCONTINUANCE, AMENDMENT, AND TERMINATION

13.1 DISCONTINUANCE. Each Employer shall have the right, at any time, to suspend or discontinue its participation in the Plan, subject to its obligation to make any contribution called for under the Plan with respect to its past participation, as determined by the Actuary.

13.2 AMENDMENT. The Board of Directors shall have the right at any time and from time to time to amend the Plan in any manner it deems necessary or advisable in order to qualify (or maintain qualification of) the Plan, the Trust, or any insurance contract or policy in or through which assets of the Plan have been invested (as provided in Section 10.4(q)) under the provisions of section 401(a) of the Code and to amend the Plan in any other manner,

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provided no amendment shall:

(a) Except as provided for in Sections 4.4 and 13.11, authorize or permit any of the Trust Fund or assets attributable to any insurance contract or policy in or through which Plan assets have been invested (as provided in Section 10.4(q)), other than such amounts that are required to pay taxes and administration expenses, to be used for or diverted to purposes other than exclusively benefitting the Participants or their Beneficiaries;

(b) Except as provided for in Sections 4.4 and 13.11, cause or permit any portion of the Trust Fund or assets attributable to any insurance contract or policy in or through which Plan assets have been invested (as provided in Section 10.4(q)) to revert to or become the property of an Employer;

(c) Increase the duties or responsibilities of the Trustee or the Administration Committees without the written consent of the affected Trustee or the affected members of the Administration Committees; or

(d) Decrease a Participant's Accrued Benefit.

The Board of Directors shall make all amendments in writing. Each amendment shall state the date to which it is either retroactively or prospectively effective. The Board of Directors shall transmit any such amendment to the Administration Committee which shall in turn distribute it to any parties entitled to review the same.

13.3 MERGER, CONSOLIDATION, OR TRANSFER OF ASSETS. In the event of any merger or consolidation of this Plan with, or transfer in whole or in part of the assets and liabilities of the Trust Fund or assets attributable to any insurance contract or policy in or through which Plan assets have been invested (as provided in Section 10.4(q)) to another trust fund held under any other plan of deferred compensation maintained or to be established for the benefit of all or some of the Participants, the assets of the Trust Fund or assets attributable to any insurance contract or policy in or through which Plan assets have been invested (as provided in Section 10.4(q)) and applicable to such Participants shall be transferred to the other trust fund only if:

(a) Each Participant would, if either this Plan or the other then terminated, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had then terminated), and a certification from the Actuary to this effect is obtained and filed with the Secretary of the Treasury or his delegate at least thirty (30) days prior to the consummation of such merger,

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consolidation or transfer;

(b) Resolutions of the Board of Directors and of any new or successor employer of the affected Participants shall authorize such transfer of assets, and, in the case of the new or successor employer of the affected Participants, its resolution shall include an assumption of liabilities with respect to such Participants' inclusion in the new or successor employer's plan, and

(c) Such other plan and trust are qualified and exempt within the meaning of sections 401(a) and 501(a) of the Code.

13.4 TERMINATION. Subject to the provisions of Section 13.1, each Employer shall have the right to terminate its participation in the Plan at any time with respect to its Eligible Employees who are Participants. The Plan shall terminate upon the first to occur of the following:

(a) The date terminated by action of the Board of Directors or other governing body; or

(b) The date terminated by action of the Pension Benefit Guaranty Corporation.

An Employer's participation in the Plan shall terminate on:

(a) The date the Employer shall be judicially declared bankrupt or insolvent; or

(b) The dissolution, merger, consolidation, or reorganization of the Employer, unless the successor to the Employer, if any, makes provision to continue to participate in the Plan in accordance with Section 13.9, in which event the successor or purchaser shall be substituted as an Employer under this Plan.

13.5 VESTING ON TERMINATION. Notwithstanding any other provision of the Plan to the contrary, upon the date of full or partial termination of the Plan an affected Participant's right to his Accrued Benefit shall become one hundred percent (100%) vested. The value of such Accrued Benefit shall be determined on the date the Accrued Benefit becomes fully vested. The Administration Committee shall interpret and administer this Section 13.5 in accord with the intent and scope of the regulations issued under section 411(d)(3) of the Code.

13.6 PROCEDURE ON TERMINATION. In the event of termination of the Plan or permanent discontinuance of Employer contributions, the Company shall, in its sole discretion, authorize any one of the following procedures:

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(a) CONTINUE PLAN. To continue the Plan in operation in all respects until the Trustee and all insurance companies in or through the insurance contracts or policies of which Plan assets have been invested (as provided in Section 10.4(q)) have distributed all benefits under the Plan, except that no further persons shall become Participants, no further Employer contributions shall be made, all Accrued Benefits shall be fully vested and nonforfeitable, and no further payments shall be made except in distribution of the Trust Fund or the assets under such insurance contracts or policies to Participants and Beneficiaries and in payment of ad pnistration expenses; or

(b) LIQUIDATE PLAN. To wind up and liquidate the Plan, Trust, and all insurance contracts or policies in or through which assets of the Plan have been invested (as provided in Section 10.4(q)) and distribute the assets thereof (after deduction of all expenses) to the Participants, Former Participants, and Beneficiaries in accordance with their respective Accrued Benefits as then determined.

If the Company makes no election before or concurrent with termination, then subsection (b) will govern distribution of the Trust Fund and the proceeds of any insurance contracts or policies in or through which assets of the Plan have been invested (as provided in Section 10.4(q)).

13.7 PARTIAL TERMINATION. Upon termination of this Plan with respect to a group of Participants which constitutes a partial termination of the Plan, the Administration Committee shall instruct the Trustee and any insurance company in or through the insurance contracts or policies of which Plan assets have been invested (pursuant to Section 10.4(q)) to allocate and segregate for the benefit of the Participants with respect to which the Plan is being terminated the proportionate interest of such Participants in the Trust Fund or such insurance contracts or policies. Such proportionate interest shall be determined by the Actuary. The Actuary shall make this determination upon the basis of the contributions made by the affected Employer, the provisions of this Article XIII, and such other considerations as the Actuary deems appropriate. The Fiduciaries shall have no responsibility with respect to the determination of any such proportionate interest.

The funds so allocated and segregated shall be used by the Trustee or Administration Committee to pay benefits to or on behalf of the affected Participants in accordance with Section 13.8.

13.8 LIQUIDATION OF TRUST FUND AND INSURANCE CONTRACTS. Upon termination or partial termination of the Plan, the assets of the Trust Fund and the proceeds of any insurance contracts or policies in or through which assets of the Plan have been invested (as provided in Section 10.4(q)), or the portion thereof segregated in accordance with Section 13.7, which are allocable to the terminating Participants shall be liquidated (after provision is made for the expenses of liquidation) by the payment or provision for payment of benefits in the following order of priority:

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(a) FIRST, in the case of benefits payable as an annuity, (i) in the case of the benefit of a Participant or Beneficiary which was in pay status as of the beginning of the three (3) year period ending on the effective date of the Plan's termination, to each such benefit, based on the provisions of the Plan (as in effect during the five (5) year period ending on such date)

under which such benefit would be the least, and (ii) in the case of a Participant's or Beneficiary's benefit (other than a benefit described in (i) above) which would have been in pay status as of the beginning of such three (3) year period if the Participant had retired prior to the beginning of the three (3) year period and if his benefits had commenced (in the normal form of Pension under Section 7.1(a) or (b)), as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the five (5) year period ending on such date) under which the benefit would be the least. For purposes of (i) above, the lowest benefit in pay status during a three (3) year period shall be considered the benefit in pay status for such period.

SECOND, to all other benefits (if any) due individuals under the Plan to the extent guaranteed under the termination insurance provisions of the Act.

THIRD, to all other nonforfeitable benefits under the Plan.

FOURTH, to all other benefits under the Plan.

(b) If the assets available for allocation under any priority category (other than the third or fourth priority category) are insufficient to satisfy in full the benefits of all individuals described in such category, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective Accrued Benefits.

(c) The Actuary shall calculate the allocation of the assets of the Trust Fund or the proceeds of any insurance contracts or policies in or through which assets of the Plan have been invested (as provided in Section 10.4(qq) in accordance with the above priority categories, and certify his calculations to the Trustee and the Administration Committee. Notwithstanding the provisions of subsection (a) above, in the event at the date of termination of the Plan such provisions conflict with the then applicable provisions of the Act or regulations issued thereunder, the provisions of the Act or its regulations shall control.

(d) No liquidation of assets and payment of benefits (or provision therefor) shall actually be made by the Trustee until after it is

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advised by the Company in writing that applicable requirements, if any, of the Act governing termination of "employee pension benefit plans" have been, or are being, complied with or that appropriate authorizations, waivers, exemptions, or variances have been, or are being obtained.

13.9 SUCCESSOR EMPLOYER. In the event of the dissolution, merger, consolidation, or reorganization of an Employer, provision may be made by which the successor employer can continue to participate in the Plan and Trust, and, in that event, such successor shall be substituted for the Employer under this Plan. The substitution of the successor employer shall constitute an assumption of Plan liabilities by the successor, and the successor employer shall have all of the powers, duties and responsibilities of the Employer under the Plan.

13.10 MANNER OF DISTRIBUTION. Subject to the provisions of this Article XIII, any distribution due on or after termination of the Plan may be made, in whole or in part, to the

extent that no discrimination in value results, in cash, in securities, or other assets in kind, or in nontransferable annuity contracts, as the Administration Committee, in its discretion, shall determine.

13.11 RESIDUAL AMOUNTS. In no event shall an Employer receive any amounts from the Trust Fund or proceeds from any insurance contracts or policies in or through which assets of the Plan have been invested (as provided in Section 10.4(q)) upon termination of the Plan, except that, notwithstanding any other provision of the Plan to the contrary, an Employer shall receive such amounts, if any, as determined by the Administration Committee, as may remain after the satisfaction of all liabilities of the Plan, such amounts arising out of any variance between actual requirements and expected actuarial requirements.

13.12 TRANSFER OF ASSETS AND LIABILITIES FROM ICC PLAN AND WESCAR PLAN. Subject to such rules as the Administration Committee shall prescribe, the assets and liabilities attributable to active and former employees (other than those individuals actively employed by International Controls Corp. on January 1, 1988 and who were subject to the provisions of the Stock Purchase Agreement between International Controls Corp. and Datron Inc. dated May 6, 1988) under the ICC Plan may be transferred to this Plan and the assets and liabilities attributable to active and former employees under the Wescar Plan may be transferred to this Plan.

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ARTICLE XIV

PLAN TERMINATION

Upon the termination of the Plan, the annual pension benefit payments to a Participant who is among the twenty-five (25) highest Highly Compensated Employees and the twenty-five (25) highest Highly Compensated Former Employees shall be restricted to an amount equal to the payments that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the Participant's Accrued Benefit under the Plan. The foregoing restrictions will not apply, however, if one of the following conditions are satisfied:

(a) After payment to an Employee described in the preceding paragraph of all of his benefits under the Plan, the value of the Plan assets equals or exceeds one hundred and ten percent (110%) of the value of current liabilities, as defined in section 412(l)(7) of the Code, or

(b) The value of "benefits" for an Employee described in the preceding paragraph is less than one percent (1%) of the value of current

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liabilities, or

(c) The value of benefits payable to the Employee under the Plan does not exceed the amount described in section 411(a)(11)(A) of the Code regarding the restrictions on mandatory lump sum distributions of less than Three Thousand Five Hundred Dollars ($3,500).

The term "benefits" for purposes of this Article XIV includes any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

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End of Article XIV

ARTICLE XV

ADOPTION OF PLAN BY AFFILIATE

15.1 ADOPTION BY AFFILIATES. Any corporation (within the meaning of section 7701(a)(3) of the Code) that is a Related Employer, may, with the consent and approval of the Company, by formal resolution of its own board of directors or other governing body, adopt the Plan and the Trust for its Eligible Employees and thereby, from and after the specified effective date of the adoption, become an Employer under this Plan. Such adoption shall be effectuated by and evidenced by a formal resolution of the Board of Directors

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consenting to and containing or incorporating by reference such formal resolution of the adopting corporation.

The adoption resolution shall become, as to such adopting corporation and its Employees, a part of the Plan as then amended. It shall not be necessary for the adopting corporation to sign or execute the original or then amended Plan and Trust documents. The effective date of the Plan for any such adopting corporation shall be that stated in the resolution of the adopting corporation, and from and after such effective date the adopting corporation shall assume all the rights, obligations and liabilities of an Employer hereunder and under the Trust. The administrative powers and control of the Board of Directors, as now or hereafter provided in the Plan and Trust, including the sole right of amendment of this Plan as provided in Section 13.2, and of appointment and removal of the members of the Administration Committees and the Trustee and its successors, shall not be diminished by reason of the participation of any such adopting corporation in the Plan and Trust.

15.2 WITHDRAWAL BY EMPLOYER. Any participating Employer by action of its board of directors or other governing body and notice to the Board of Directors and the Trustee, may withdraw from the Plan and Trust at anytime without affecting other Employers not withdrawing, by complying with the provisions of the Plan and Trust. Termination of the Plan as it relates to an Employer upon its withdrawal shall be governed by the provisions of Article XIII. A withdrawing Employer may arrange for the continuation by itself or its successors of this Plan and Trust in separate form for its own Employees, with such amendments, if any, as it may deem proper, or may arrange for continuation of the Plan and Trust by merger with an existing plan and trust qualified under sections 401(a) and 501(a) of the Code and transfer of Trust assets, subject to the limitations of Section 13.3. The Board of Directors may, in its absolute discretion, by resolution, terminate an adopting Employer's participation at any time when in the judgment of the Board of Directors such adopting Employer fails or refuses to discharge its obligations under the Plan following such prior notice and opportunity to cure as may be appropriate under the circumstances. Upon withdrawal of an Employer from the Plan the Administration Committee, upon the advice of the Actuary, shall calculate the share of the assets of the Plan allocable to the Employer and set such assets apart for transfer to a successor plan or distribution under Article XIII, as applicable.

15.3 ADOPTION CONTINGENT UPON INITIAL AND CONTINUED QUALIFICATION. The adoption of the Plan and Trust by a corporation as provided in Section 15.1 is made subject to the condition precedent that the adopting corporation and the Plan as adopted meet all the statutory

requirements for qualified plans under the Code for its Employees. The adopting corporation may, or at the request of the Company shall, request an initial letter of determination from the appropriate District Director of Internal Revenue to the effect that the Plan and Trust, as herein set forth or

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as amended with respect to the adopting corporation, meet the requirements of the applicable federal statutes for tax qualification purposes for such adopting corporation and its Employees. In the event the Plan or the Trust in its operation, becomes disqualified for any reason as to an Employer and its Employees, the portion of the Trust Fund allocable to them shall be segregated as soon as is administratively feasible, pending (1) the prompt requalification of the Plan and Trust as to such Employer and its Employees to the satisfaction of the Internal Revenue Service, so as not to adversely affect the continued qualified status of the Plan and Trust as to all other Employers and Employees, or (2) as provided in Section 15.2 above, the prompt withdrawal of such Employer from this Plan and Trust and a continuation by itself or its successor of a plan and a trust separate and apart from this Plan and Trust, or by merger with another existing qualified plan and trust by a transfer of its said segregated portion of Trust assets, or (3) the prompt termination of its participation in the Plan and Trust as to itself and its Employees.

15.4 NO JOINT VENTURE IMPLIED. The adoption of the Plan by any Employer shall not create a joint venture or partnership relationship between it and any other Employer. Any rights, duties, liabilities and obligations assumed or incurred hereunder by any Employer, or imposed upon any Employer by the provisions of the Plan, shall relate to and affect such Employer alone.

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End of Article XV

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ARTICLE XVI
THE TRUST AND INSURANCE CONTRACTS

16.1 PURPOSE OF THE TRUST FUND AND INSURANCE CONTRACTS. A Trust Fund has been created and will be maintained for the purposes of the Plan, and the assets of the Trust Fund shall be invested in accordance with the terms of the Trust Agreement. All contributions, other than contributions invested pursuant to Section 10.4(q) in or through the contracts or policies of an insurance company shall be paid into the Trust Fund, and all benefits under the Plan, other than benefits paid pursuant to insurance contracts or policies, shall be paid from the Trust Fund. Assets of the Plan that are not invested through the Trust Fund shall be invested in or through insurance contracts or policies as provided in Section 10.4(q).

16.2 APPOINTMENT OF TRUSTEE. One or more Trustees shall be appointed by the Board of Directors to administer the Trust Fund. The Trustee's obligations, duties, and responsibilities shall be governed solely by the terms of the Trust Agreement.

16.3 EXCLUSIVE BENEFIT OF PARTICIPANTS. Subject to Sections 4.4 and 13.11, the Trust Fund and assets of the Plan invested in or through insurance contracts or policies (as provided in Section 10.4(q)) shall be used and applied only in accordance with the provisions of the Plan to provide the benefits thereof, and no part of the corpus or income of the Trust Fund or such insurance contracts or policies shall be used for or diverted to purposes other than exclusively benefitting the Participants and their Beneficiaries and with respect to expenses of administration. Notwithstanding the preceding sentence, as provided in Section 13.11, the Employer reserves the right to recover any residual amounts as may remain in the Trust Fund or remain under such insurance contracts or policies after their termination and the satisfaction of all liabilities of the Plan arising out of any variations between actual requirements and expected actuarial requirements.

16.4 BENEFITS SUPPORTED ONLY BY THE TRUST FUND AND INSURANCE CONTRACTS. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund and insurance contracts or policies in or through which assets of the Plan have been invested (pursuant to Section 10.4(q)) for satisfaction, and no Employer shall have any liability to any Participant, Former Participant or Beneficiary beyond the amount of its contributions to the Plan.

16.5 RIGHTS TO ASSETS OF TRUST AND PROCEEDS OF INSURANCE CONTRACTS. No Employee shall have any right to, or interest in, any assets of the Trust Fund or the proceeds of any insurance contract or policy in or through which assets of the Plan have been invested (pursuant to Section 10.4(q)) upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under

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the Plan to such Employee out of the assets of the Trust Fund or such insurance contract or policy. Except as otherwise may be provided under Title IV of the Act, all payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust Fund or the proceeds of an insurance contract or policy in or through which assets of the Plan have been invested (pursuant to Section 10.4(q)) and none of the Fiduciaries shall be liable therefor in any manner.

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End of Article XVI

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ARTICLE XVII

TOP HEAVY PLAN PROVISIONS

17.1 TOP HEAVY RULES APPLIED. Notwithstanding any provisions of this Plan to the contrary, if during any Plan Year beginning after December 31, 1983, the Plan is a Top Heavy Plan, the provisions of this Article XVII shall apply.

17.2 ADDITIONAL DEFINITIONS.

(a) "AGGREGATION EMPLOYEE" shall mean any employee of the Aggregation Employer, including any leased employees (within the meaning of section 414(n) of the Code). For this purpose, an individual formerly employed by an Aggregation Single Employer shall be deemed an Aggregation Employee.

(b) "AGGREGATION EMPLOYER" shall mean the deemed single employer that includes the Employer and results from the aggregation of employers that sections 414(b), 414(c), and 414(m) of the Code require be aggregated and treated as a single employer.

(c) "AGGREGATION SINGLE EMPLOYER" shall mean an employer that sections 414(b), 414(c), and 414(m) of the Code require be aggregated with the Employer and other employers and treated as a single employer.

(d) "COMPENSATION". The term "compensation," as used in this Article XVII, shall mean an Employee's or Participant's Compensation for the calendar year that ends with or within the plan year. For purposes of determining whether an individual has compensation of One Hundred Fifty

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Thousand Dollars ($150,000), or whether an individual is a Key Employee by reason of being an officer or one of the ten (10) employees of the Single Aggregation Employer described in Section 17.2(f)(ii), compensation from each entity that sections 414(b), 414(c), and 414(m) require be aggregated is to be taken into account.

(e) "DETERMINATION DATE" shall mean, with respect to any plan year, the last day of the preceding plan year, except in the case of the first plan year of a plan, in which event the Determination Date shall be the last day of such plan year. Whenever it is necessary to determine the value of accrued benefits as of a given Determination Date, such value shall be determined as of the Valuation Date that coincides with the Determination Date or, if there is no such Valuation Date, the most recent Valuation Date that is within a twelve-month period ending on the Determination Date.

(f) "KEY EMPLOYEE". Subject to the rules set forth in the last paragraph of this Section 17.2(f), "Key Employee" shall mean any Aggregation Employee or former Aggregation Employee (including any deceased employee) who at any time during the current plan year or any of the four (4) preceding plan years, is or was:

(i) An officer of the Aggregation Employer having an annual compensation greater than 150 percent of the dollar limitation in effect under section 415(c)(1)(A) of the Code for the calendar year in which the plan year ends;

(ii) One of the ten (10) employees of an Aggregation Single Employer having annual compensation for the plan year from such Aggregation Single Employer of more than the dollar limitation in effect under section 415(c)(1)(A) of the Code and owning (or considered as owning within the meaning of section 318 of the Code) or having owned during the plan year containing the Determination Date or any of the four (4) immediately preceding plan years both more than a one-half percent (1/2%) interest and the largest interests in such Aggregation Single Employer, and if two (2) such employees have the same interest in the employer, the employee having the greater annual compensation from the employer shall be treated as having a larger interest;

(iii) A five percent (5%) owner of an Aggregation Single Employer; or

(iv) A one percent (1%) owner of an Aggregation Single Employer having compensation of more than One Hundred Fifty Thousand Dollars ($150,000).

In addition, the term "Key Employee" shall mean the beneficiary of any Aggregation Employee or former Aggregation Employee defined above in this

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Section 17.2(f) as being a Key Employee.

For the purposes of determining which Aggregation Employees or former Aggregation Employees, if any, are or were officers of the Aggregation Employer, whether an individual is an officer shall initially be determined based on his responsibilities with respect to the Aggregation Single Employer or Aggregation Single Employers by whom he is directly employed, and of such individuals initially deemed officers, no more than fifty (50) Aggregation Employees, or, if lesser, the greater of three (3) Aggregation Employees or ten percent (10%) of the Aggregation Employees of the Aggregation Employer, shall be treated as officers. In addition, for plan years beginning after February 28, 1985, sole proprietorships, partnerships, associations, corporations, trusts, and labor organizations may have officers; and any person who is an administrative executive in regular and continued service shall be deemed an officer, subject to the above limitations. The number of employees that the Aggregation Employer has for the plan year containing the Determination Date with respect to a plan shall be the greatest number of employees the Aggregation Employer had during that plan year or any of the preceding four (4) plan years. A "five percent (5%) owner" shall mean, if the Aggregation Single Employer is a corporation, any person who owns (or is considered as owning within the meaning of section 318 of the Code) more than five percent (5%) of the outstanding stock of the Aggregation Single Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Aggregation Single Employer and, if the Aggregation Single Employer is not a corporation, any employee who owns more than five percent (5%) of the capital or profits interest in the Aggregation Single Employer. A "one percent (1%) owner" shall mean, if the Aggregation Single Employer is a corporation, any person who owns (or is considered as owning within the meaning of section 318 of the Code) more than one percent (1%) of the outstanding stock of the Aggregation Single Employer or stock possessing more than one percent (1%) of the

total combined voting power of all stock of the Aggregation Single Employer and, if the Aggregation Single Employer is not a corporation, any employee who owns more than one percent (1%) of the capital or profits interest in the Aggregation Single Employer. For purposes of applying the attribution rules of section 318 of the Code, section 318(a)(2)(C) of the Code shall be applied by substituting "five percent (5%)" for "fifty percent (50%)" each time that term appears in said section. In the case of an entity other than a corporation, ownership shall be attributed as under section 318 of the Code, except that capital or profits interests shall be substituted for stock interests. If an employee's ownership interest in an employer changes during a plan year, his ownership interest for such plan year is the largest interest he owned at any time during the year.

(g) "PERMISSIVE AGGREGATION GROUP" shall mean a plan or a group of plans that must be aggregated in the Required Aggregation Group and any other plan or plans of an Aggregation Employer if the group would continue to

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satisfy the requirements of sections 401(a)(4) and 410 of the Code with such additional plan being taken into account. Benefits under such plans shall be aggregated by adding together the present values of the accrued benefits (determined separately for each plan as of each plan's Determination Date) and adding together the results for each plan as of the Determination Dates for such plans that fall within the same calendar year.

(h) "PLAN". The term "plan" as used in this Section 17.2 shall mean a plan that satisfies the requirements of section 401(a) of the Code.

(i) "PLAN YEAR". The term "plan year" shall mean the plan year of a plan of an Aggregation Single Employer.

(j) "REQUIRED AGGREGATION GROUP" shall mean a group of plans consisting of (i) each plan of the Aggregation Employer in which a Key Employee participates during the plan year containing the Determination Date for such plan or has participated during any of the immediately preceding four (4) plan years and (ii) any other plan of the Aggregation Employer that enables any of such plans to satisfy the requirements of section 401(a)(4) or 410 of the Code. Benefits under such plans shall be aggregated by adding together the present values of the accrued benefits (determined separately for each plan as of each plan's Determination Date) and adding together the results for each plan as of the Determination Dates for such plans that fall within the same calendar year.

(k) "TOP HEAVY PLAN". If for a given Plan Year the Plan is not a member of a Required Aggregation Group (because there are no other plans that must be aggregated with the Plan), the Plan shall be a Top Heavy Plan (herein so called) if the sum (determined as of the Determination Date for the Plan) of the present value of the cumulative Accrued Benefits (determined in accordance with section 1.416-1 of the Treasury Regulations) for Key Employees of the Employer exceeds sixty percent (60%) of a similar sum determined for all Employees. If for a given Plan Year the Plan is a member of a Required Aggregation Group, the Plan shall be a Top Heavy Plan for such Plan Year if, as of the Plan's Determination Date for such Plan Year, both the Required Aggregation Group and the Permissive Aggregation Group that include the Plan are Top Heavy Groups (herein so called). A "Top Heavy Group" is any Required

Aggregation Group or Permissive Aggregation Group if the sum (determined as of the Determination Dates for the plans in such group that fall within the same calendar year) of (i) the present value of the accrued benefits (determined in accordance with section 1.416-1 of the Treasury Regulations) for Key Employees under all defined benefit plans (within the meaning of section 414(j) of the Code) included in such group and (ii) the accrued benefits (determined in accordance with section 1.416-1 of the Treasury Regulations) of Key Employees under all defined contribution plans (within the meaning of section 414(i) of

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the Code) included in such group exceeds sixty percent (60%) of a similar sum determined for all Aggregation Employees. For the purpose of determining the present value of the accrued benefit of any employee, the present value shall be increased, as required by section 1.416-1 of the Treasury Regulations, by the aggregate distributions made with respect to such Employee under the plan during the five (5) year period ending on the Determination Date for such plan, and under any terminated plan that, if it had not been terminated, would have been included in the Required Aggregation Group. Notwithstanding the foregoing provisions of this Section 17.2(k), if any individual has not performed any service for any employer maintaining the plan at any time during the 5-year period ending on the Determination Date for such plan, any accrued benefit for such individual (and the account of such individual) shall not be taken into account.

Except to the extent provided in Regulations of the Secretary of the Treasury, any Rollover Contribution (or similar transfer) initiated by an Employee and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for purposes of determining whether such plan is a Top Heavy Plan (or whether any aggregation group which includes such plan is a Top Heavy Group). If any individual is not a Key Employee with respect to a plan in the aggregation group for any plan year, but such individual was a Key Employee with respect to a plan in the aggregation group for any prior plan year, any accrued benefit for such Employee and the account of such employee shall not be taken into consideration in making a determination of the top heavy status of the plan. Each plan in a Top Heavy Group shall be deemed a Top Heavy Plan.

(l) "SUPER TOP HEAVY PLAN" shall mean a Top Heavy Plan if the plan would be a Top Heavy Plan if "ninety percent (90%)" were substituted for "sixty percent (60%)" each place it appears in Section 17.2(k) above.

17.3 ADDITIONAL LIMITATION - DEFINED BENEFIT PLAN.

(a) SUPER TOP HEAVY PLAN YEARS. If during a Plan Year this Plan is a Super Top Heavy Plan and a Participant also participates in one or more qualified defined contribution plans (as defined in section 414(i) of the Code) maintained by the Employer or a Related Employer, Section 6.7 shall be applied by substituting "one" (1.0) for "one and one-fourth" (1.25) each place "one and one-fourth" (1.25) appears.

(b) TOP HEAVY PLAN YEARS. In addition, the above limitation shall apply to this Plan in any Limitation Year that this Plan is a Top Heavy Plan but is not a Super Top Heavy Plan and the Accrued Benefit of each Participant who is a non-Key Employee, when expressed as an annual retirement benefit, is less than three percent (3%) multiplied by the number of years of Vesting Service with the Employer or twenty percent (20%) plus one percentage point for each

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year for which this Plan was taken into account under section 416(h) of the Code (but not by more than ten (10) percentage points) multiplied by the Participant's average compensation during the period of five (5) consecutive years during which the Participant had the greatest aggregate compensation from the Employer. Years of Vesting Service for purposes of the immediately preceding sentence shall not include any year of Vesting Service ending in a Plan Year beginning before January 1, 1984, and shall not include any year of Eligibility Service that begins after the close of the last year in which the Plan was a Top Heavy Plan. For the purposes of this Section, an annual retirement benefit is a benefit payable annually in the form of a single life annuity (with no ancillary benefits) beginning at Normal Retirement Age.

(c) SPECIAL RULE. Notwithstanding the foregoing provisions of this Section 17.3, if for any Plan Year the Plan is a Top Heavy Plan or Super Top Heavy Plan, the sum of the Defined Benefit Fraction (within the meaning of Section 6.5) and the Defined Contribution Fraction (within the meaning of Section 6.5) for a Limitation Year may in the case of a Participant exceed one (1.0) (but not one and one-fourth (1.25)) if, but only if, there are no further benefit accruals for that individual under any defined benefit plan (within the meaning of section 414(j) of the Code) maintained by the Employer or a Related Employer and no further annual additions (within the meaning of section 415(c)(2) of the Code) for that individual under any defined contribution plan (within the meaning of section 414(i) of the Code) maintained by the Employer or any Related Employer until the sum of such fractions satisfies the rules of section 415(e) of the Code using the one (1.0) factor for that individual.

17.4 TERMINATION OF SERVICE PRIOR TO NORMAL RETIREMENT AGE. If during any Plan Year a Participant has performed at least one Hour of Service for the Employer and the Plan is a Top Heavy Plan, such Participant shall have a non-forfeitable interest in his Accrued Benefit attributable to his Employer Profit Sharing Contribution Account, should his Service with the Employer terminate prior to Normal Retirement Age for any reason other than early retirement, death or Disability, in accordance with the following schedule:
<TABLE>
<CAPTION>

<S> YEARS OF CREDITED SERVICE FOR VESTING PURPOSES	<C> PERCENT VESTED
Less than 2 years	0%
2 years but less than 3 years	0%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

</TABLE>

Notwithstanding any of the foregoing, if during any prior Plan Year the Plan was a Top Heavy Plan and in any subsequent Plan Year the Plan ceases to be a

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Top Heavy Plan, the rights of a Participant who had performed at least one Hour of Service during the period the Plan was a Top Heavy Plan in and to his Accrued Benefit attributable to his Employer Profit Sharing Contribution Account shall not be less than his vested rights during the period that the Plan was a Top Heavy Plan. Provided, further, any Participant who has five (5) or more Years of Service at the beginning of a Plan Year in which the Plan ceases to be a Top Heavy Plan shall have the

right to elect, within a reasonable time of the beginning of the Plan Year in which the Plan ceases to be a Top Heavy Plan, to have his non-forfeitable percentage under this Plan computed in accordance with the schedule applicable to Plan Years in which the Plan is a Top Heavy Plan. Any election made under this Section 17.4 shall be made in the manner specified by Section 9.5 as if such change in vesting schedule had been made by way of an Amendment.

17.5 MINIMUM BENEFITS. During any Plan Year in which this Plan is a Top Heavy Plan the Accrued Benefit derived from Employer contributions of each Participant who is a non-Key Employee, when expressed as an annual retirement benefit, shall not be less than the LESSER of:

(a) Two percent (2%) multiplied by the number of the Participant's years of Vesting Service; or

(b) Twenty percent (20%) of the Participant's average compensation during the period of five (5) consecutive years during which the Participant had the greatest aggregate compensation from the Employer.

Years of Vesting Service for purposes of the immediately preceding sentence shall not include any year of service ending in a Plan Year beginning before January 1, 1984, and shall not include any year of service that begins after the close of the last year in which the Plan was a Top Heavy Plan. For the purposes of this Section 17.5, an annual retirement benefit is a benefit payable annually in the form of a single life annuity (with no ancillary benefits) beginning at Normal Retirement Age. An Employee who is not a Key Employee may not fail to accrue a minimum benefit under this Section 17.5 because either (1) such Employee is otherwise excluded from participation (or accrues no benefit) merely because the Employee's Compensation is less than a stated amount or (2) the Employee is otherwise excluded from participation (or accrued no benefit) merely because of a failure to make mandatory Employee contributions.

In addition, notwithstanding the preceding provisions of this Section 17.5, the following rules shall apply for purposes of determining whether the minimum benefit requirements of this Section 17.5 have been satisfied in the event that during a Plan Year the Employer maintains two or more qualified plans (within the meaning of section 1.401-0(b) of the Treasury Regulations) that are Top

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Heavy Plans or Super Top Heavy Plans for a Plan Year. If the Employer maintains during a Plan Year two or more defined benefit plans (within the meaning of section 414(j) of the Code), the minimum benefits required by this Section 17.5 on behalf of a Participant who is not a Key Employee and who participates in both this Plan and such other plans shall, unless provided otherwise in such other plans, be provided under this Plan to the extent this Plan provides for a benefit accrual sufficient to satisfy such minimum, and only to the extent that such minimum is not provided under this Plan shall any portion of such minimum benefits be provided under such other plans.

If during a Plan Year, the Employer maintains this Plan and a defined contribution plan (within the meaning of section 414(i) of the Code) and a Participant who is not a Key Employee participates in both of such plans, then if such Participant is entitled to accrue a benefit under this plan with respect to such Plan Year, and such Participant has accrued a benefit equal to or in excess of two percent (2%) multiplied by his number of years of Vesting Service (excluding years

of service accrued during Plan Years, if any, commencing prior to January 1, 1984, and Plan Years during which the Plan was not a Top Heavy Plan) multiplied by the Participant's average compensation during the five (5) consecutive year period during which the Participant had the greatest aggregate Compensation from the Employer, the Employer shall not be required to provide for such Participant under such other plan the minimum benefit otherwise required under section 416 of the Code, and for purposes of determining whether the minimum benefit provisions of this Section 17.5 have been satisfied, the minimum benefit accrual under this Plan shall be offset by the benefits provided under such other plan for such Plan Year as provided in section 1.416-1, M-12, of the Treasury Regulations.

If for a Plan Year this Plan is a Top Heavy Plan, but not a Super Top Heavy Plan, and the Employer makes contributions on behalf of a Participant under both this Plan and a defined contribution plan (within the meaning of section 414(i) of the Code) and the Employer wishes to use a factor of one and one-fourth (1.25) rather than one (1.0) as a limitation on the sum of the Defined Contribution Fraction (within the meaning of Section 6.5) and the Defined Benefit Fraction (within the meaning of Section 6.5) for the Limitation Year, then the defined benefit plan minimum benefit accrual specified above shall be increased by one (1) percentage point (up to a maximum of ten (10) percentage points) for each year of Vesting Service within which a Plan Year during which this Plan was a Top Heavy Plan or Super Top Heavy Plan ended; provided that no such year of Vesting Service completed during a Plan Year beginning prior to January 1, 1984, shall be counted for such purpose. The defined contribution minimum for such Limitation Year shall be increased to seven and one-half percent (7-1/2%) of compensation. Nothing in this Section 17.5 shall prohibit the Employer from making contributions in excess of the minimums stated herein provided such contributions are otherwise in accordance

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with the provisions of the Plan or other plan pursuant to which they are made.

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ARTICLE XVIII

MISCELLANEOUS

18.1 PAYMENT IN THE EVENT OF LEGAL DISABILITY. Payments to any Participant, Former Participant, or Beneficiary shall be made to the recipient entitled thereto in person or upon his personal receipt, in form satisfactory to the Administration Committee, except when the recipient entitled thereto shall be under a legal incapacity (e.g., minority or adjudicated incompetency), or, in the sole judgment of the Administration Committee, shall otherwise be unable to apply such payment in furtherance of his own interest and advantage. The Administration Committee may, in such event, in its sole discretion, direct all or any portion of such payments to be made in any one or more of the following ways:

(a) To such person directly;

(b) To the guardian of his person or his estate;

(c) To a relative or friend of such person, to be expended for

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his benefit; or

(d) To a custodian for such person under any Uniform Gifts to Minors Act.

The decision of the Administration Committee, in each case, shall be final, binding, and conclusive upon all persons ever interested hereunder. The Administration Committee shall not be obliged to see to the proper application or expenditure of any payment so made. Any payment made pursuant to the power herein conferred upon the Administration Committee shall operate as a complete discharge of all obligations of the Trustee and the Administration Committee, to the extent of the distributions so made.

18.2 PAYMENTS ONLY FROM TRUST FUND OR INSURANCE CONTRACTS. All benefits of the Plan shall be payable solely from the Trust Fund or the proceeds of insurance contracts in or through which assets of the Plan have been invested (as provided in Section 10.4(q)) and neither the Employer, Administration Committee, Trustee nor insurance company issuing such contracts or policies shall have any liability or responsibility therefor except as expressly provided herein.

18.3 UNCLAIMED ACCOUNT PROCEDURE. Neither the Trustee nor the Administration Committee shall be obliged to search for, or ascertain the whereabouts of, any Participant or Beneficiary. The Administration Committee, by certified or registered mail addressed to his last known address of record with the Administration Committee or the Employer, shall notify any Participant or Beneficiary that he is entitled to a distribution under this Plan, and the notice shall quote the relevant provisions of this Section 18.3. If the Participant or Beneficiary fails to claim his benefits or make his whereabouts known in writing to the Administration Committee within seven (7) calendar years after the date of notification, the benefits under the Plan of the Participant or Beneficiary will be disposed of as follows:

(a) If the whereabouts of the Participant is unknown but the whereabouts of the Participant's Beneficiary is then known to the Administration Committee, distribution will be made to the Beneficiary.

(b) If the whereabouts of the Participant and his Beneficiary is then unknown to the Administration Committee, but the whereabouts of one or more relatives by adoption, blood, or marriage of the Participant is known to the Administration Committee, the Administration Committee shall direct the Trustee to distribute the Participant's benefits to any one or more of such relatives and in such proportions as the Administration Committee determines.

(c) If the Administration Committee does not know the whereabouts

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of any of the above persons, the Administration Committee shall notify the Social Security Administration of the Participant's (or Beneficiary's) failure to claim the distribution to which he is entitled. The Administration Committee shall request the Social Security Administration to notify the Participant (or Beneficiary) in accord with the procedures it has established for such purpose.

While payment is pending the Administration Committee shall direct the Trustee to hold the Participant's benefits in a segregated account invested in U.S. Government obligations, certificates of deposit, or other obligations providing a stated rate of return. The segregated account shall be entitled to all income it earns and shall bear all expense or loss it incurs. Any payment made pursuant to the power herein conferred upon the Administration Committee shall operate as a complete discharge of all obligations of the Trustee and the Administration Committee, to the extent of the distributions so made.

18.4 EXECUTION OF RECEIPTS AND RELEASES. Any payment to any Participant, or to his legal representative or Beneficiary, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan and Trust. The Administration Committee may require such Participant, legal representative, or Beneficiary, as a condition precedent to such payment, to execute a receipt and release therefor in such form as it shall determine.

18.5 NO GUARANTEE OF INTERESTS. Neither the Trustee, the Administration Committee, nor any Employer guarantees the Trust Fund or any insurance contract in or through which Plan assets have been invested (pursuant to Section 10.4(q)) from loss or depreciation. The Employer does not guarantee the payment of any money which may be or become due to any person from the Trust Fund or any insurance contract in or through which Plan assets have been invested (pursuant to Section 10.4(q)). The liability of the Administration Committee and the Trustee to make any payment from the Trust Fund and any insurance contracts or policies in or through which Plan assets have been invested (pursuant to Section 10.4(q)) is limited to the then available assets of the Trust and such contracts or policies.

18.6 PAYMENT OF EXPENSES. All expenses incident to the administration, termination, and protection of the Plan and Trust, including but not limited to legal, accounting, and Trustee fees, shall be paid by the Employers in such proportions as determined by the Administration Committee, except that in case of failure of any Employer to pay such expenses, they will be paid

from the Trust Fund, and until paid, shall constitute a first and prior claim and lien against the Trust Fund.

18.7 EMPLOYER RECORDS. Records of an Employer as to an Employee's or

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Participant's period of employment, termination of employment and the reason therefor, leaves of absence, re-employment, and Compensation will be conclusive on all persons, unless determined to be incorrect.

18.8 INTERPRETATIONS AND ADJUSTMENTS. To the extent permitted by law, an interpretation of the Plan and a decision on any matter within a Fiduciary's discretion made in good faith is binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known and the person responsible shall make such adjustment on account thereof as he considers equitable and practicable.

18.9 UNIFORM RULES. Uniform rules shall be applied in administering the Plan to all Participants similarly situated.

18.10 EVIDENCE. Evidence required of anyone under the Plan may be given by certificate, affidavit, document, or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

18.11 SEVERABILITY. In the event any provision of the Plan shall be held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein.

18.12 NOTICE. Any notice required to be given herein by the Trustee, an Employer, or the Administration Committee, shall be deemed delivered, when (a) personally delivered, or (b) placed in the United States mails, postage prepaid, in an envelope addressed to the last known address of the person to whom the notice is given.

18.13 WAIVER OF NOTICE. Any person entitled to notice under the Plan may waive the notice.

18.14 SUCCESSORS. The Plan shall be binding upon all persons entitled to benefits under the Plan, their respective heirs and legal representatives, upon the Employer, its successors and assigns, and upon the Trustee, the Administration Committee, and their successors.

18.15 HEADINGS. The titles and headings of Articles and Sections are included for convenience of reference only and are not to be considered in construing the provisions hereof.

18.16 GOVERNING LAW. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Georgia except to the extent Georgia law is preempted by Federal statute.

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IN WITNESS WHEREOF, this Plan has been executed in multiple original documents on this ----- day of -------------, 1994, effective as of the 1st day of January, 1989.

GREAT DANE TRAILERS, INC.

By -----------------------------------
Its Vice President

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EX-99.2-1

CHECKER MOTORS PENSION PLAN

As amended and restated
effective January 1, 1987

EX-99.2-2

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EX-99.2-6

CHECKER MOTORS PENSION PLAN

ARTICLE I

GENERAL

1.1 RESTATEMENT AND EFFECTIVE DATES. The CHECKER MOTORS PENSION PLAN (formerly the CHECKER MOTORS CO., L.P. SALARIED PENSION PLAN and the PENSION PLAN FOR SALARIED EMPLOYEES OF CHECKER MOTORS CORPORATION AND CERTAIN SUBSIDIARY AND AFFILIATED CORPORATIONS), restated effective January 1, 1976, January 1, 1981, January 1, 1984 and January 1, 1987 and as from time to time amended (the "Plan"), is hereby amended and restated effective January 1, 1987, except as otherwise specifically provided. In order to comply with the consistency requirements of Treasury Regulation Section 1.401(a)(4)-13, this Plan shall have a fresh-start date of January 1, 1989, consistent with the Retirement Plan for Great Dane Trailers, Inc.

1.2 APPLICABILITY. The provisions of the Plan as herein amended and restated shall apply to persons employed by Checker Motors Co., L.P. or an Affiliated Company who have a Termination of Employment on or after January 1, 1987, except as otherwise specifically provided. An Employee's eligibility for benefits, and the amount of benefits, if any, payable to an Employee who has had a Termination of Employment prior to January 1, 1987 and who was not rehired on or after January 1, 1987 ("Pre-1987 Employee") shall be determined in accordance with the provisions of the Plan in effect on the date the Termination of Employment occurred; provided, however, that Section 5.7(a) shall apply to a Pre-1987 Employee if, prior to the commencement of a distribution of any benefits, the Actuarial Equivalent lump sum value of such Pre-1987 Employee's Accrued Benefit (calculated in accordance with Section 2.2(b)) does not exceed $3,500, and Section 5.10 shall apply to eligible rollover distributions (as defined in Section 402(c)(4) of the Internal Revenue Code) made on or after January 1, 1993 (including eligible rollover distributions paid to Participants who had a Termination of Employment before January 1, 1993).

ARTICLE II

DEFINITIONS

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The following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

2.1 "ACCRUED BENEFIT" means the monthly amount of Retirement Benefits payable to a Participant commencing on or after his Normal Retirement Date in the form of a Single Life Annuity equal

to the greater of (i) the Participant's Employee Funded Accrued Benefit, or (ii) the sum of (a) and (b) where

(a) is the Participant's Accrued Benefit computed as if the Participant had a Termination of Employment on the earlier of his actual Termination of Employment or December 31, 1988 under the formula contained in Appendix I taking into account any withdrawal by the Participant of his Employee Funded Accrued Benefit regardless of when such withdrawal occurs, and

(b) is an amount equal to the sum of (1) plus (2) where

(1) is an amount equal to 1% multiplied by the Participant's Average Monthly Compensation and then multiplied by his Benefit Service earned on or after January 1, 1989 (up to a maximum of 45 years reduced by the amount of his Benefit Service earned before January 1, 1989); and

(2) is an amount equal to .5% multiplied by an amount equal to (i) minus (ii) where:

(i) is his Average Monthly Compensation, and

(ii) is his Covered Compensation;

and then multiplied by his Benefit Service earned on or after January 1, 1989 (up to a maximum of 35 years reduced by the amount of his Benefit Service earned before January 1, 1989).

Notwithstanding the foregoing, the Accrued Benefit of a Section 401(a)(17) Participant shall be equal to the sum of (i) the Section 401(a)(17) Participant's Accrued Benefit as determined above as if the Section 401(a)(17) Participant had a Termination of Employment on the earlier of his actual Termination of Employment or December 31, 1993 and (ii) the Section 401(a)(17) Participant's Accrued Benefit under the formula set forth in (b) above taking into account his Benefit Service earned on or after January 1, 1994 (up to a maximum of 45 years reduced by the amount of Benefit Service earned before

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January 1, 1994 for purposes of applying Section 2.1(b)(1) to the post-1993 accruals under this paragraph, and up to a maximum of 35 years reduced by the amount of Benefit Service earned before January 1, 1994 for purposes of applying Section 2.1(b)(2) to the post-1993 accruals under this paragraph).

2.2 "ACTUARIAL EQUIVALENT" means, subject to the provisions of Section 8.3, a benefit having the same value as the benefit which it replaces, as determined by the Actuary, based on the

UP-1984 Mortality Table and a seven percent (7%) interest rate, provided, however

(a) For purposes of Section 14.7(a)(ii), the assumed interest rate shall be five percent (5%).

(b) Notwithstanding anything in this Section 2.2 to the contrary, the annual interest rate used to calculate the Actuarial Equivalent of Retirement Benefits under Section 5.7(a) shall be:

(1) the interest rate which would be used, as of the January 1 of the Plan Year which contains the date payment of benefits is to commence, by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on plan termination (the "Applicable Interest Rate"), if the Retirement Benefits (calculated using such rate) are not in excess of $25,000, or

(2) 120 percent (120%) of the Applicable Interest Rate, if the Retirement Benefits (as determined under subparagraph (1) above) exceed $25,000, but in no event shall the Retirement Benefits determined pursuant to this paragraph (2) be less than $25,000.

(c) For purposes of Section 8.3, the interest rate shall be the Applicable Interest Rate.

2.3 "ACTUARY" means the individual actuary or firm of actuaries selected by the Board of Administration to provide actuarial services in connection with the administration of the Plan.

2.4 "AFFILIATED COMPANY" means a Commonly Controlled Entity and the following corporations and subsidiaries and former subsidiaries thereof:

Chicago Yellow Cab Company, Inc., through May 1, 1969;

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City Mutual Insurance Company, through December 31, 1979, and thereafter through December 31, 1980 Calumet Insurance Company with respect to those employees of Calumet Insurance Company who were Participants in the Plan on December 31, 1979;

General Fire & Casualty Company, through May 21, 1964;

Parmelee Transportation Company, through May 1, 1969; and

Transportation Maintenance Corporation.

2.5 "ANNUITY STARTING DATE" means the first day of the first period for which an amount is paid as an annuity or in any other form.

2.6 "AVERAGE MONTHLY COMPENSATION" means one-sixtieth (1/60th) of a person's Compensation for the five-consecutive-calendar-year period within the ten-consecutive-calendar-year period ending with (in the case of a person who does not have at least one Hour of Service on or after January 1, 1988, the earlier of his Normal Retirement Date or) the date he ceases to be an Eligible Employee in which he earned the highest Compensation. For purposes of calculating Average Monthly Compensation, a calendar year ending on or next preceding the date a person ceases to be an Eligible Employee and the calendar year beginning or next following the date such person becomes an Eligible Employee shall be treated as consecutive. If a person has less than five (5) consecutive calendar years of Compensation, Average Monthly Compensation shall mean the sum of the person's Compensation divided by the number of months such person has earned Compensation.

Notwithstanding any other provision in this Plan, effective for Plan Years commencing on or after January 1, 1994, Compensation for calendar years commencing prior to January 1, 1994 shall not exceed $150,000 for purposes of determining a Participant's Average Monthly Compensation on or after January 1, 1994.

2.7 "BENEFICIARY" means a person designated by the Participant or by the Plan to receive any Death Benefit payable under the Plan.

2.8 "BENEFIT SERVICE" means the sum of a Participant's Years of Benefit Service provided that:

(a) If, prior to earning a vested interest in his Employer Funded Accrued Benefit, the Participant has incurred five (5) or more consecutive One Year Breaks in Service (or, for periods prior to January 1, 1985 if he

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had a number of consecutive One Year Breaks in Service as of December 31, 1984 equal to or in excess of his number of years of Vesting Service), Years of Benefit Service accrued prior to such consecutive One Year Breaks in Service shall be excluded.

(b) Benefit Service used to calculate the Participant's Accrued Benefit where the Participant receives his entire vested Accrued Benefit in the form of a lump sum Actuarial Equivalent payment under Section 5.7 shall be excluded, provided, however, the Participant will not have such Benefit

Service excluded if he makes repayment to the Plan in accordance with Section 5.9.

(c) Benefit Service used to calculate the Participant's Accrued Benefit determined as of the date the Participant withdraws the lump sum Actuarial Equivalent of his Employee Funded Accrued Benefit under Section 5.8 when he has earned less than a 50% vested interest in his Employer Funded Accrued Benefit shall be excluded, provided however, the Participant shall not have such Benefit Service excluded if he makes repayment to the Plan in accordance with Section 5.9.

(d) In the case of a person who does not have an Hour of Service on or after January 1, 1988, Years of Benefit Service accrued after the Participant's Normal Retirement Date shall be excluded.

(e) No Benefit Service will be credited for periods of time in which a Participant is not an Eligible Employee, except as provided in Section 2.53(c), (d) and (e).

(f) Benefit Service accrued while an individual is suspended from participation in the Plan under Section 8.4 shall be excluded.

(g) Years of Benefit Service in excess of 45 shall be excluded; provided that for persons who have a Termination of Employment prior to January 1, 1985, Years of Benefit Service in excess of 41 shall be excluded.

(h) Benefit Service accrued on or before December 31, 1991 by individuals employed by International Controls Corp. shall be excluded.

(i) Benefit Service accrued on or before December 31, 1989 by individuals employed by Chicago Autowerks or City Wide Towing, Inc. shall

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be excluded.

2.9 "BOARD OF ADMINISTRATION" or "BOARD" means the Board of Administration appointed pursuant to Section 9.1 to administer the Plan.

2.10 "BOARD OF DIRECTORS" means the board of directors of Checker Motors Corporation acting as general partner of the Company.

2.11 "COMMONLY CONTROLLED ENTITY" means a corporation, trade or business if it and an Employer are members of a controlled group of corporations as defined in Section 414(b) of the Internal Revenue Code, under common control as defined in

Section 414(c) of the Internal Revenue Code, members of an affiliated service group as defined in Section 414(m) of the Internal Revenue Code, or any other entity required to be aggregated with an Employer pursuant to regulations under Section 414(o) of the Internal Revenue Code; provided, however, that solely for the purposes of the provisions pertaining to Maximum Pensions set forth in Section 14.7, the standard of control under Section 414(b) and 414(c) of the Internal Revenue Code shall be deemed to be "more than 50%" rather than "at least 80%."

2.12 "COMPANY" means Checker Motors Co., L.P. or any successor entity by merger, consolidation, purchase or otherwise, which elects to adopt the Plan and
the Trust.

2.13 "COMPENSATION" means the total amount of compensation paid to an Eligible Employee by an Employer or Affiliated Company each Plan Year, as reported on federal income tax withholding Form W-2, including (except for purposes of the provisions pertaining to Maximum Pensions set forth in Section 14.7 and the provisions of Article XIII (other than Section 13.2(d))) any amounts by which the Eligible Employee's compensation is reduced by salary reduction or any similar arrangement under any Related Plan or any cafeteria plan (as described in Code Section 125) maintained by an Employer or Affiliated Company, but excluding reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, and welfare benefits and any other benefits paid under the Plan or under any other qualified plan described in Section 401(a) of the Code, or other deferred compensation, stock options, or any other distributions which receive special tax benefits; provided, that, for Plan Years beginning before January 1, 1989, "COMPENSATION" means the total amount of compensation paid to an Eligible Employee by an Employer or Affiliated Company each Plan Year, determined on the cash basis, for service

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rendered to the Employer for the period of time he is an Eligible Employee, as reported on federal income tax withholding Form W-2, including commissions and overtime, but excluding bonuses; and provided further that, for any person who does not have at least one Hour of Service on or after January 1, 1988, Compensation shall be determined only for the period of time he is an Eligible Employee prior to his Normal Retirement Date. If an Eligible Employee completes less than 2000 Hours of Service in a Plan Year, then for purposes of determining his Accrued Benefit, his Compensation for such Plan Year shall be his actual compensation for such Plan Year multiplied by a fraction, the numerator of which is 2000 and the denominator of which is his actual number of Hours of Service in that Plan Year.

Notwithstanding any other provision of the Plan to the contrary, except for purposes of determining Highly Compensated Employees under Section 14.6(a)(3) and except for purposes of

Section 14.7, the amount of an Eligible Employee's annual Compensation taken into account under the Plan shall not exceed the following limitations:

(i) for Plan Years ending on or before December 31, 1993, $200,000, adjusted from time to time by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code; and

(ii) for Plan Years beginning on or after January 1, 1994, $150,000 as adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code, and prorated for any period that consists of fewer than 12 months.

For purposes of the preceding sentence, in determining the Compensation of any Eligible Employee who is a Highly Compensated Employee in the group consisting of the top ten persons employed by the Company and all Commonly Controlled Entities who are paid the greatest compensation (without regard to this sentence), or any 5% owner of an Employer or Commonly Controlled Entity, there shall be included the Compensation paid to such Eligible Employee's spouse and any lineal descendant of the Highly Compensated Employee who has not attained age 19 before the end of the applicable Plan Year.

2.14 "COVERED COMPENSATION" means, with respect to an Eligible Employee, the average of the contribution and benefit bases in effect under Section 230 of the Social Security Act for each calendar year during the 35-year period

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ending with the year in which the Eligible Employee attains (or will attain) the Social Security Retirement Age.

2.15 "DEATH BENEFIT" means the benefit payable to a Participant's surviving spouse, and if applicable, the Participant's Beneficiary under the terms of the Plan.

2.16 "EFFECTIVE DATE" for purposes of this amendment and restatement, means January 1, 1987.

2.17 "ELIGIBLE EMPLOYEE" means any person who is employed by an Employer, including a person on an authorized leave of absence, and excluding (a) any member of a collective bargaining unit represented by a collective bargaining representative (with respect to which bargaining unit there is or has been a collective bargaining agreement and, if there has been but no longer is a collective bargaining agreement, any person who is working in a job category that was covered by such collective bargaining agreement, regardless of when such person became an Employee, shall also be excluded), (b) any Employee of the

Employer who is a participant under any other defined benefit plan under which contributions are made on his behalf by the Employer; provided that no Employee shall be excluded from participation hereunder by reason of his previous participation under any of the defined benefit plans consolidated hereunder, and (c) any Leased Employee.

2.18 "ELIGIBILITY COMPUTATION PERIOD" means (a) initially, the twelve-consecutive-month period commencing with the date an Employee first earns an Hour of Service upon employment (or reemployment following a One Year Break in Service), and (b) thereafter, the Plan Year commencing with the Plan Year that includes the first anniversary of the date the Employee first earned an Hour of Service upon employment (or reemployment following a One Year Break in Service).

2.19 "EMPLOYEE" means any person employed by an Employer or an Affiliated Company, excluding a Leased Employee.

2.20 "EMPLOYEE FUNDED ACCRUED BENEFIT" means that portion of a Participant's Accrued Benefit derived from his Participant contributions as determined under Section 8.3.

2.21 "EMPLOYER" means the Company and any Affiliated Company which, pursuant to the provisions of Section 12.1, has adopted the Plan. As of date on which this amendment and restatement of the Plan was signed, as set forth on

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the last page hereof, the following corporations have adopted the Plan for the period (or periods) of time indicated below:

Airlines Transportation Company through March 4, 1986

Chicago Autowerks (formerly, Cab Service & Parts Corporation), beginning January 1, 1990

Checker Motors Sales Corporation through March 4, 1986

City Wide Towing, Inc., beginning January 1, 1990

Continental Air Transport Co., Inc. through March 24, 1983

International Controls Corp., beginning January 1, 1992

The Yellow Cab Company of Pittsburgh through November 30, 1982

Yellow Taxi Company of Minneapolis through March 4, 1986

Checker Motors Corporation through March 4, 1986

Checker Taxi Company

Yellow Cab Company

American Country Insurance Company

2.22 "EMPLOYER FUNDED ACCRUED BENEFIT" means that portion of a Participant's Accrued Benefit derived from Employer contributions. A Participant's Employer Funded Accrued Benefit is equal to his Accrued Benefit minus his Employee Funded Accrued Benefit.

2.23 "ENTRY DATE" means the Effective Date and each July 1 and January 1 thereafter.

2.24 "ERISA" means the Employee Retirement Income Security Act of 1974, as from time to time amended.

2.25 "HOUR OF SERVICE" means:

(a) Except as provided in Section 2.25(d), for an Employee who is paid on an hourly basis, each hour for which such Employee is paid, or

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entitled to payment, by an Employer or an Affiliated Company:

(1) for the performance of duties;

(2) on account of a period of time during which no duties were performed, provided that no more than 501 Hours of Service shall be credited for any single continuous period during which an Employee performs no duty, and provided that payments made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation, unemployment compensation or disability insurance laws, or for reimbursement of medical expenses shall be excluded; these hours shall be credited to the computation period during which such duties would have been performed; and

(3) for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Employer, provided that no more than 501 Hours of Service shall be credited for any single continuous period of time during which the Employee did not or would not have performed duties; these hours shall be credited to the computation period to which such back pay pertains.

(b) Except as provided in Section 2.25(d), for an Employee who is paid on other than an hourly basis, Hours of Service shall be credited according to the following schedule, based on the payroll period of the Employee, for

each payroll period in which he would have earned at least one Hour of Service under Section 2.25(a) if it were applicable to him:

PAYROLL PERIOD	HOURS OF SERVICE
Daily	10
Weekly	45
Semi-monthly	95
Monthly	190

(c) The determination of Hours of Service for reasons other than the performance of duties shall be determined in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(b), and

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Hours of Service shall be credited to computation periods in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(c). In no event shall the number of Hours of Service credited to an Employee for a period during which he performed no duties exceed the number of hours for which he would have been regularly scheduled had he performed duties during such period of nonperformance, or in the absence of a regularly scheduled number of hours, forty (40) hours per week (or eight (8) hours per day).

(d) In the case of an Employee who transfers from a plan ("Elapsed Time Plan") of a Commonly Controlled Entity under which service is determined on the basis of elapsed time, with respect to the computation period that includes the date of transfer, the Employee shall be credited with the number of Hours of Service for employment to the date of transfer which corresponds to the Payroll Period of the Employer for each payroll period of employment under the Elapsed Time Plan for which the Employee receives or is entitled to receive any compensation in accordance with the chart set forth above in Section 2.25(b). Commencing with the date of transfer, the Employee shall be credited with Hours of Service in accordance with the other provisions of this Plan.

(e) To the extent not credited above, and solely for purposes of avoiding a One Year Break in Service for periods of absence from work on account of Parental Leave an Employee shall be credited with:

(1) the Hours of Service which normally would have been credited to such individual but for the Parental Leave, or

(2) eight (8) Hours of Service per day of such absence if the Plan is unable to determine the number of

Hours of Service which would have been credited to such individual but for the Parental Leave.

An Employee's Hours of Service for absence on account of Parental Leave shall not exceed a maximum of 501 Hours of Service and shall be credited to the Eligibility Computation Period in which absence because of a Parental Leave commenced; except that if such Hours of Service are not needed to prevent a One Year Break In Service in the Eligibility Computation Period in which absence because of a Parental Leave commenced, and the Parental Leave continues into the next following Eligibility Computation Period, then such Hours of Service shall be credited in the Eligibility Computation Period next following the Plan Year in which such absence commenced.

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2.26 "INTERNAL REVENUE CODE" or "CODE" means the Internal Revenue Code of 1986, as amended, and any subsequent Internal Revenue Code; if there is a subsequent Internal Revenue Code, any references herein to any section of the Internal Revenue Code shall be deemed to refer to comparable sections of any subsequent Internal Revenue Code.

2.27 "LEASED EMPLOYEE" means any person who is not an employee of the Recipient and who provides services to the Recipient if:

(a) such services are provided pursuant to an agreement between the Recipient and the leasing organization (which may be any person other than the Recipient or the Leased Employee);

(b) such person has performed such services for the Recipient or for the Recipient and related persons (determined in accordance with Internal Revenue Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year; and

(c) such services are of a type historically performed, in the business field of the Recipient, by employees.

2.28 "NORMAL RETIREMENT DATE" means

(a) for a person who does not have at least one Hour of Service on or after January 1, 1988, the day on which a person attains age 65, and

(b) for a person who has at least one Hour of Service on or after January 1, 1988, the later of the day the person attains age 65 or the fifth anniversary of the date on which the person commences participation in the Plan.

2.29 "ONE YEAR BREAK IN SERVICE" means a Plan Year during which an Employee or former Employee, who is not on a leave of absence authorized by the Employer or an Affiliated Company is credited with not more than five hundred (500) Hours of Service.

2.30 "PARENTAL LEAVE" means a period during which an individual is absent from work for any period:

(1) by reason of the pregnancy of the individual,

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(2) by reason of the birth of a child of the individual,

(3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or

(4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

An absence from work shall not be a Parental Leave unless the individual furnishes the Board of Administration such timely information as may reasonably be required to establish that the absence from work was for one of the reasons specified above and the number of days for which there was such an absence. Nothing contained herein shall be construed to establish or alter Employer policies concerning authorized leaves of absence.

2.31 "PARTICIPANT" means each person who is participating in the Plan pursuant to the provisions of Section 3.1.

2.32 "PENSIONER" means a Participant who is receiving Retirement Benefits.

2.33 "PERMANENT AND TOTAL DISABILITY" means (a) for the period ending on the day this amendment and restatement is adopted, a physical or mental injury or disease through some unavoidable cause which causes a Participant to be permanently incapable of rendering satisfactory service to an Employer as determined by the Board of Administration, excluding a permanent and total disability if it is the result of (1) wilfully self-inflicted injury or wilfully self-induced sickness or (2) injury or disease contracted, suffered or incurred while participating in a criminal enterprise, and (b) for the period beginning on the day after the day this amendment and restatement is adopted, a physical or mental injury that results in the person's eligibility to receive disability benefits under the Social Security Act.

2.34 "PLAN" means the Checker Motors Pension Plan, as herein amended and restated, and as hereafter from time to time amended.

2.35 "PLAN YEAR" means the calendar year.

2.36 "PRIMARY SOCIAL SECURITY BENEFIT" means with respect to the portion of a Participant's Accrued Benefit accrued prior to January 1, 1989 the monthly amount available to the Participant at his Normal Retirement Date (assuming the

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Participant actually retired on his Normal Retirement Date) under the provisions of Title II of the Social Security Act in effect at the earlier of (1) his Normal Retirement Date, or (2) the time of his Termination of Employment, without regard to any increases in the wage base or benefit levels that take effect after the date of his Termination of Employment, or if earlier, his Normal Retirement Date, subject to the following:

(a) If an Employee has a Termination of Employment prior to his Normal Retirement Date, his Primary Social Security Benefit shall be estimated by assuming that he will continue to receive, until reaching his Normal Retirement Date, compensation that would be treated as wages for purposes of the Social Security Act at the same rate as he received compensation at the time of Termination of Employment, and by multiplying the amount of Primary Social Security Benefit so estimated by a fraction, the numerator of which is the Participant's Years of Benefit Service, and the denominator of which is the Years of Benefit Service the Participant would have had if he had continued to be an Eligible Employee until reaching his Normal Retirement Date.

(b) An Employee's Primary Social Security Benefit shall be estimated by assuming he received, prior to his employment by an Employer or Affiliated Company, compensation that would be treated as wages for purposes of the Social Security Act at a rate of increase in the Average Per Worker Total Wages reported by the Social Security Administration; provided that a Participant may provide his Employer with his actual wage history (obtained from the Social Security Administration) for such period, and if he does so, such actual wage history shall be used with respect to such period. The Board of Administration may adopt rules governing the computation of a Participant's Primary Social Security Benefit, and the fact that an Employee does not actually receive such amount because of failure to apply or continuance of work, or for any other reason, shall be disregarded.

2.37 "PRIOR PLAN" means the Plan as it existed immediately prior to January 1, 1981.

2.38 "QUALIFIED JOINT AND SURVIVOR PENSION" means a reduced monthly pension payable to the Participant for life and, upon the Participant's death, if the Participant's spouse survives the Participant, a monthly pension payable to the Participant's spouse for life equal to 50% of the pension previously payable to the Participant. The amount of such Qualified Joint and Survivor

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Pension shall be determined in accordance with the provisions of Article V, or Section 6.1, as applicable.

2.39 "QUALIFIED SURVIVOR PENSION" means a monthly pension payable to the surviving spouse of a Participant for life, beginning at the time and payable in the amount determined under the applicable provisions of Article VI.

2.40 "RECIPIENT" means any Employer or Commonly Controlled Entity for whom a Leased Employee performs services.

2.41 "REQUIRED BEGINNING DATE" means April 1 of the calendar year following:

(a) for a Participant who attains age 70-1/2 on or after January 1, 1988, the calendar year in which the Participant attains age 70-1/2, and

(b) for a Participant who attains age 70-1/2 prior to January 1, 1988, the later of

(1) the calendar year in which the Participant attains age 70-1/2, or

(2) if the Participant is not a 5% owner of the Employer (as determined under Internal Revenue Code Section 416(i)) at any time during the Plan Year ending with or within the calendar year in which he attains age 70-1/2 or any of the four (4) prior Plan Years, the calendar year in which he has a Termination of Employment, provided that if any such Participant becomes a 5% owner during any Plan Year after he attains age 70-1/2, the "REQUIRED BEGINNING DATE" for such Participant shall be the April 1 of the calendar year following the calendar year in which such Plan Year ends;

provided, however, in no event shall a Participant's "REQUIRED BEGINNING DATE" occur prior to any date to which the Required Beginning Date can be delayed in accordance with applicable law, regulations or rulings.

2.42 "RETIREMENT BENEFITS" means the monthly benefits payable to a Participant under the provisions of the Plan.

2.43 "SECTION 401(a)(17) PARTICIPANT" means a Participant whose Accrued Benefit as of any date on or after January 1, 1994, is based on Compensation

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for any calendar year beginning before January 1, 1994 that exceeded $150,000.

2.44 "SINGLE LIFE ANNUITY" means a monthly pension payable to an individual during his lifetime, the last payment of which is made in the month of the individual's death.

2.45 "SOCIAL SECURITY RETIREMENT AGE" means the age used as the retirement age under Section 216(l) of the Social Security Act, except that such section shall be applied:

(a) without regard to the age increase factor, and

(b) as if the early retirement age under Section 216(l)(2) of such Act were 62.

2.46 "TEN YEAR CERTAIN AND LIFE ANNUITY" means a monthly pension payable to the Participant during his lifetime, the last payment of which is made in the month of the Participant's death; provided that, if the Participant's death occurs before 120 such monthly payments have been made, monthly payments shall be made to the Participant's Beneficiary designated under Section 6.4 until a total of 120 such monthly payments have been made in aggregate to the Participant and Beneficiary. The amount of the monthly payments shall be the Actuarial Equivalent of the Participant's Accrued Benefit.

2.47 "TERMINATION OF EMPLOYMENT" means the occurrence of the earliest of the following events:

(a) an Employee voluntarily quits (or retires), or

(b) an Employee is discharged, or

(c) an Employee accepts full time employment from another employer, except during layoff,

provided, however, transfers of employment by an Employee from the Company to an Affiliated Company, or from one Affiliated Company to another Affiliated Company or to the Company, shall not constitute a Termination of Employment of such Employee for purposes of the Plan.

2.48 "TRUST" means the legal entity resulting from the agreement between the Company and the Trustee and any amendments thereto, by which Employer and Participant contributions shall be received, held, invested and distributed to or for the benefit of the Participants, their surviving spouses and their Beneficiaries.

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2.49 "TRUST AGREEMENT" means the agreement between the Company and the Trustee establishing the Checker Motors Co., L.P. Retirement Plans Master Trust, as amended from time to time.

2.50 "TRUSTEE" means the individual, individuals, bank or trust company which shall accept the appointment to execute the duties of a Trustee as set forth in the Trust Agreement.

2.51 "TRUST FUND" means any property, real or personal, received by the Trustee with respect to the Plan, plus all income and gains and less losses, expenses and distributions chargeable thereto.

2.52 "VESTING SERVICE" means the sum of a Participant's Years of Vesting Service provided that:

(a) If, prior to earning a vested interest in his Employer Funded Accrued Benefit, the Participant has incurred five (5) or more consecutive One Year Breaks in Service (or, for periods prior to January 1, 1985, if he had a number of consecutive One Year Breaks in Service prior to December 31, 1984 equal to or in excess of his number of years of Vesting Service), Vesting Service accrued prior to such consecutive One Year Breaks in Service shall be excluded;

(b) If a Participant has a One Year Break in Service, the Participant's Vesting Service prior to the One Year Break in Service shall be excluded until the Participant has completed one Year of Vesting Service after the One Year Break in Service;

(c) Vesting Service accrued before January 1, 1976 by an Employee who was covered under the provisions of the Plan then in effect shall be equal to such Employee's "Service" as defined by, and computed in accordance with, the provisions of the Plan then in effect;

(d) Vesting Service accrued on or before December 31, 1991 by a person employed by International Controls Corp. shall be equal to vesting service as of December 31, 1991 as defined by and computed in accordance with the provisions of the Retirement Plan for Great Dane Trailers, Inc.;

(e) For persons who became Participants on or after January 1, 1976, and who had a Termination of Employment prior to January 1, 1985, Vesting Service accrued before attainment of age twenty-two (22) shall be excluded;

(f) For persons who became Participants on or after January 1, 1976, and who did not have a Termination of

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Employment prior to January 1, 1985, Vesting Service accrued before attainment of age eighteen (18) shall be excluded; and

(g) Vesting Service accrued before January 1, 1990 by a person employed by Chicago Autowerks shall be equal to vesting service as of December 31, 1989 as defined by and computed in accordance with the provisions of the Checker Motors Pension Plan for Cab and Taxi Companies (formerly, Checker Motors Pension Plan for Non-Salaried Employees of Cab Service and Parts (Group 016)).

2.53 "YEAR OF BENEFIT SERVICE" means each year credited under (a), (b), (c), (d) and (e) below.

(a) Except as provided in the following sentence, for purposes of determining Benefit Service earned before January 1, 1976, a Participant shall be credited with Years of Benefit Service equal to the Participant's years of Credited Service as determined under the provisions of the Plan in effect at the time such Credited Service was earned. Effective January 1, 1986, a Participant who was a participant in the Checker Taxi Company, Inc. Pension Plan For Salaried Employees or the Calumet Insurance Company Salaried Pension Plan (collectively, the "Merged Plans") on December 31, 1985 shall be credited with Years of Benefit Service equal to such Participant's years of benefit service under the Merged Plans. Such Participant shall not be credited with Years of Benefit Service under any other provision of this Section 2.53 for benefit service credited under the Merged Plans.

(b) For purposes of determining Benefit Service earned on and after January 1, 1976 and prior to January 1, 1985, a Participant shall be credited with one Year of Benefit Service for each Plan Year in which he has earned not less than two thousand (2000) Hours of Service while an Eligible Employee and after attaining age 24. For purposes of determining Benefit Service earned on and after January 1, 1985, a Participant shall be credited with one Year of Benefit Service for each Plan Year in which he earned not less than two thousand (2000) Hours of Service while an Eligible Employee and after attaining age 20. For purposes of determining Benefit Service of a Participant who has earned less than two thousand (2000) Hours of Service in a Plan Year while an Eligible Employee and after attaining age 24 (with respect to the period January 1, 1976 through December 31, 1984) or age 20 (with respect to the period beginning January 1, 1985), the Participant will be credited with a portion of a Year of Benefit Service for Hours of Service earned during the Plan Year after attaining age 20 (or 24, as the case may be) as follows: If the Participant

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has earned less than 1000 Hours of Service as an Eligible Employee, he shall be credited with no part of a Year of Benefit Service. If the Participant has earned at least 1000 Hours of Service but less than 2000 Hours of Service while an Eligible Employee, he shall be credited with a fraction of a Year of Benefit Service, the numerator of which is his Hours of Service in the Plan Year while an Eligible Employee and the denominator of which is 2000. For purposes of determining Benefit Service in the year in which a person becomes a Participant (or resumes participation after a One Year Break in Service), all Hours of Service earned during the Plan Year after attaining age 20 (or 24, as the case may be) shall be taken into account, whether or not the Participant was a Participant throughout the Plan Year.

(c) A Participant who has transferred from employment as an Employee of an Employer while not an Eligible Employee to employment as an Eligible Employee shall be credited with Years of Benefit Service for Years of Vesting Service earned while not an Eligible Employee equal to the product of (i) such Years of Vesting Service earned while not an Eligible Employee multiplied by (ii) a fraction (not more than 1.0), the numerator of which is such Participant's Years of Benefit Service earned under Section 2.53(b) after becoming an Eligible Employee, and the denominator of which is the number of such Years of Benefit Service he would have earned had he worked as an Eligible Employee on a full-time continuous basis from the date such Participant became an Eligible Employee until such Participant's Normal Retirement Date. Notwithstanding anything in this Section 2.53(c) to the contrary, effective January 1, 1992, the maximum number of Years of Benefit Service which a Participant may be credited under this Section 2.53(c) is the greater of (A) the number of Years of Benefit Service, if any, which such Participant was credited under this Section 2.53(c) prior to January 1, 1992, or (B) five (5) Years of Benefits Service.

(d) A Participant shall be credited with Years of Benefit Service for years and fractions of years of service in the Armed Forces of the United States, if he retains reemployment rights with the Employer under the laws of the United States and if he resumes employment with the Employer following the expiration of such military service but only to the extent required by law to be recognized by this Plan.

(e) For purposes of determining Benefit Service of a Participant who has incurred a Permanent and Total Disability such a Participant shall be credited with a Year of Benefit Service for each Plan Year in which he is not otherwise credited with Benefit Service, commencing with the Plan Year in which he incurs the Permanent and Total Disability and

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ending with the Plan Year in which occurs the earliest of his death, his recovery from a Permanent and Total Disability, his Normal Retirement Date, or the date his Disability Pension actually commences.

2.54 "YEAR OF ELIGIBILITY SERVICE" means (a) each of an Employee's Years of Service Under an Elapsed Time Plan and (b) except as provided in (a), an Eligibility Computation Period within which an Employee has earned at least one thousand (1000) Hours of Service.

If, prior to earning a vested interest in his Employer Funded Accrued Benefit, a person has five (5) or more consecutive One Year Breaks in Service, Years of Eligibility Service accrued prior to such consecutive One Year Breaks in Service shall be excluded.

Years of Eligibility Service accrued before January 1, 1992 by a person employed by International Controls Corp. shall be equal to years of eligibility service as of December 31, 1991 as defined by and computed in accordance with the provisions of the Retirement Plan for Great Dane Trailers, Inc.

Years of Eligibility Service accrued before January 1, 1990 by a person employed by Chicago Autowerks shall be equal to years of eligibility service as of December 31, 1989 as defined by and computed in accordance with the provisions of the Checker Motors Pension Plan for Cab and Taxi Companies (formerly, the Checker Motors Pension Plan for Non-Salaried Employees of Cab Service and Parts (Group 016)).

2.55 "YEAR OF VESTING SERVICE" means:

(a) except as provided in Section 2.55(d), for purposes of determining Vesting Service earned prior to January 1, 1976, an Employee's years of Service, as determined under the provisions of the Prior Plan,

(b) except as provided in Section 2.55(d), for purposes of determining Vesting Service on and after January 1, 1976, each Plan Year during which an Employee earns at least 1000 Hours of Service,

(c) an Employee's years and fractions of years of service in the Armed Forces of the United States, if he retains employment rights with the Employer or a Commonly Controlled Entity under the laws of the United States and if he resumes employment with the Employer or a Commonly

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Controlled Entity following the expiration of such military service but only to the extent required by law to be recognized by this Plan, and

(d) an Employee's Years of Service Under an Elapsed Time Plan;

provided that for periods prior to January 1, 1986, a Participant who was a Participant in the Checker Taxi Company, Inc. Pension Plan for Salaried Employees or in the Calumet Insurance Company Salaried Pension Plan (collectively, the "Merged Plans") on December 31, 1985 shall not be credited with Years of Vesting Service as provided above, but shall be credited with his years of vesting service credited under the Merged Plans as of December 31, 1985.

2.56 "YEARS OF SERVICE UNDER AN ELAPSED TIME PLAN" means, with respect to an Employee who transfers from a plan ("Elapsed Time Plan") of a Commonly Controlled Entity under which service is determined on the basis of elapsed time, the number of full years of service credited to the Employee under the Elapsed Time Plan as of the date of transfer.

ARTICLE III

PARTICIPATION

3.1 PARTICIPATION DATE.

(a) Each Eligible Employee who was a Participant in the Plan on December 31, 1986 shall be a Participant on January 1, 1987.

(b) Any Eligible Employee who is first hired by an Employer after attaining age sixty (60) shall become a Participant in the Plan on the later of January 1, 1988 or the Entry Date coincident with or next following the date he has completed one Year of Eligibility Service.

(c) Each other Eligible Employee shall become a Participant in the Plan on the Entry Date coincident with or next following the date he has both completed one Year of Eligibility Service and attained age 21.

3.2 CEASING TO BE A PARTICIPANT. A Participant who incurs a Termination of Employment for any reason and (i) who has not earned at least a 50% vested

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interest in his Employer Funded Accrued Benefit and who receives a lump sum distribution of the Actuarial Equivalent of his Employee Funded Accrued Benefit under Section 5.8, or (ii) who receives a lump sum distribution (including a deemed distribution, in the case of a Participant who has no vested interest in Accrued Benefit) of his vested Retirement Benefits under Section 5.7, shall cease to be a Participant.

3.3 REINSTATEMENT AS A PARTICIPANT. A Participant who ceases to be a Participant shall become a Participant as of the date he again becomes an Eligible Employee; provided, however, that a former Participant who is reemployed following five (5) or more consecutive One Year Breaks in Service and whose prior Years of Eligibility Service are disregarded under Section 2.54 shall become a Participant on the Entry Date coincident with or next following the date he has completed one Year of Eligibility Service following such reemployment.

ARTICLE IV

AMOUNT AND PAYMENT OF RETIREMENT BENEFITS

4.1 NORMAL RETIREMENT. A Participant who has reached his Normal Retirement Date and who is an Employee shall be entitled to a Normal Retirement Pension upon Termination of Employment equal to the Participant's Accrued Benefit reduced by monthly amounts, if any, under the terms of Sections 4.5, 4.6 and 4.7. A Participant's Normal Retirement Pension shall commence on the first day of the month next following the later of his Termination of Employment or his Normal Retirement Date if he makes application for benefits in accordance with Section 9.13.

4.2 62/30 RETIREMENT. Upon his Termination of Employment on or after his 62nd birthday, a Participant who has at least thirty (30) years of Benefit Service but who has not satisfied the requirements of Section 4.1(a) shall be entitled to a 62/30 Pension with respect to the portion of his Accrued Benefit accrued prior to January 1, 1992. Such Participant's 62/30 Pension shall be a monthly benefit equal to the portion of his Accrued Benefit accrued prior to January 1, 1992, reduced by 5/18ths of 1% for each full month between the date his 62/30 Pension commences and the first day of the month next following his Normal Retirement Date. Such pension shall be further reduced by monthly amounts determined under Sections 4.5, 4.6 and 4.7, if applicable. A

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Participant's 62/30 Pension shall commence on the first day of the month next following his Normal Retirement Date if application for benefits is made in accordance with Section 9.13; provided, however, such Participant may elect, at any time prior to his Normal Retirement Date, by making application in accordance with Section 9.13, to begin receiving his 62/30 Pension the first day of any month up to the month next following his Normal Retirement Date. A 62/30 Pension shall not be payable with respect to the portion of a Participant's Accrued Benefit accrued on or after January 1, 1992.

4.3 EARLY RETIREMENT AND DISABILITY RETIREMENT.

(a) EARLY RETIREMENT - ELIGIBILITY. Upon Termination of Employment after attainment of age 55, a Participant with at least ten (10 years of Benefit Service who cannot satisfy the requirements of Section 4.1 or 4.2 shall be entitled to an Early Retirement Pension. Such Participant's Early Retirement Pension shall be a monthly benefit equal to his Accrued Benefit reduced by 5/9ths of 1% for each of the first 60 full months and by 5/18ths of 1% for each full month in excess of 60 between the date benefits commence and the first day of the month next following his Normal Retirement Date. Such pension shall be further reduced by monthly amounts determined under Sections 4.5, 4.6 and 4.7, if applicable. A Participant's Early Retirement Pension shall commence on the first day of the month the Participant elects by making application in accordance with Section 9.13; provided, however, if the Participant does not elect to begin receiving his Early Retirement Pension the first day of any month up to the month next following his Normal Retirement Date, the Participant's Early Retirement Pension shall commence on the first day of the month next following his Normal Retirement Date if application for benefits is made in accordance with Section 9.13.

(b) DISABILITY RETIREMENT - ELIGIBILITY. A Participant who has at least ten (10) years of Benefit Service, who incurs a Permanent and Total Disability before he has satisfied the requirements of Section 4.1, 4.2 or 4.3(a), and who has a Termination of Employment on account of Permanent and Total Disability shall be entitled to a Disability Pension. Upon his Termination of Employment on account of Permanent and Total Disability, the Participant's Disability Pension shall be a monthly benefit equal to his Accrued Benefit determined based on his Average Monthly Compensation

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as of the date he incurred the Permanent and Total Disability reduced by 5/9ths of 1% for each of the first 60 full months and by 5/18ths of 1% for each full month in excess of 60 between the date benefits commence and the first day of the month next following his Normal Retirement Date. Such pensions shall be further reduced by monthly amounts determined under Sections 4.5, 4.6 and 4.7, if applicable. A Participant's Disability Pension shall commence on the first day of the month the Participant elects by making application in accordance with Section 9.13; provided, however, if the Participant does not elect to begin receiving his Disability Pension the first day of any month on or after he attains age 55 up to the month next following his Normal Retirement Date, the Participant's Disability Pension shall commence on the first day of the month next following his Normal Retirement

Date if application for benefits is made in accordance with Section 9.13.

4.4 TERMINATION WITH RIGHT TO A DEFERRED PENSION. Upon his Termination of Employment, a Participant who has not satisfied the requirements of Section 4.1, 4.2, 4.3(a) or 4.3(b) shall be entitled to a Deferred Pension with respect to his Accrued Benefit. A Participant's Deferred Pension shall be a monthly amount equal to his Employee Funded Accrued Benefit plus the product of his Employer Funded Accrued Benefit and his Vested Percentage determined under the following Table I or Table II, whichever is applicable; provided, however, that such Deferred Pension shall not be in an amount less than the amount to which the Participant would have been entitled under the provisions of Article VI, Section 7(e) of the Prior Plan had his Termination of Employment occurred on December 31, 1980:

TABLE I

With respect to any Participant who does not have at least one Hour of Service on or after January 1, 1989:

<TABLE>
<CAPTION>

VESTING SERVICE	VESTED PERCENTAGE
<S>	<C>
Less than 5 years	0%
5 years but less than 6 years	50%
6 years but less than 7 years	60%
7 years but less than 8 years	70%
8 years but less than 9 years	80%

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9 years but less than 10 years	90%
10 years or more	100%

</TABLE>

TABLE II

With respect to any Participant who has at least one Hour of Service on or after January 1, 1989:

<TABLE>
<CAPTION>

VESTING SERVICE	VESTED PERCENTAGE
<S>	<C>
Less than 5 years	0%
5 years or more	100%

</TABLE>

A Participant's Deferred Pension shall be reduced by monthly amounts determined under Sections 4.5, 4.6 and 4.7, if applicable.

A Participant's Deferred Pension shall commence on the first day of the month next following the later of his Normal Retirement Date or the date application for benefits is made in

accordance with Section 9.13; provided that a Participant who has 10 or more years of Benefit Service may elect to have his Deferred Pension commence any month after he attains age 55, up to the month next following his Normal Retirement Date. In the event a Participant elects to have his Deferred Pension commence prior to his Normal Retirement Date, his Deferred Pension shall be reduced 5/9ths of 1% for each of the first 60 full months and by 5/18ths of 1% for each full month in excess of 60 between the date his benefits commence and the first day of the month next following his Normal Retirement Date.

4.5 REDUCTION FOR DISTRIBUTION OF EMPLOYEE FUNDED ACCRUED BENEFIT. A Participant who received an Actuarial Equivalent lump sum distribution of his Employee Funded Accrued Benefit under Section 5.8 when he had earned at least a 50% vested interest in his Employer Funded Accrued Benefit shall have his Retirement Benefits reduced by the Actuarial Equivalent of such lump sum distribution.

4.6 REDUCTION FOR MONTHLY PLAN PAYMENTS. The Retirement Benefits of a Participant shall be reduced by the Actuarial Equivalent of any Retirement Benefits paid, other than lump sum payments, to the extent necessary to prevent

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such Participant from receiving double credit under the Plan for any Benefit Service which was a base for computing such Retirement Benefits.

4.7 REDUCTION FOR OTHER PENSIONS.

(a) Effective for Plan Years beginning before January 1, 1989, if a Participant receives benefits from any other defined benefit pension plan (or such other retirement plan as the Board of Directors or the Board of Administration shall designate), and if the computation of the Participant's Retirement Benefits includes any Benefit Service for any years, which years (the "Common Years") are also included in determining the Participant's benefits under such other defined benefit pension plan (or years during which the Participant was accruing benefits under another retirement plan designated by the Board of Directors or the Board of Administration), except as otherwise provided by the Employer and attached as an exhibit to the Plan, the Participant's Retirement Benefits shall be deemed to be the Participant's Retirement Benefits reduced by the lesser of (i) the Actuarial Equivalent of such portions of the Participant's benefits from such other plan as are attributable to the Common Years or (ii) such portions of the Participant's Retirement Benefits under the Plan as are attributable to such Common Years.

(b) Effective for Plan Years beginning on or after January 1, 1989 with respect to Participants who have an Hour

of Service on or after such date, if a Participant receives benefits from any other qualified defined benefit pension plan ("Other Plan") for any years of service for periods before the person commenced or recommenced participation in the Plan ("Pre-participation Service") and if such Pre-participation Service is, pursuant to an action taken hereunder which is applicable to all similarly situated employees, included in determining the person's Accrued Benefit under the Plan, the Participant's vested Accrued Benefit shall be reduced by the person's vested accrued benefit under the Other Plan (other than vested accrued benefits attributable to the person's own contributions) with respect to the period of Pre-participation Service and the unvested Accrued Benefit shall be reduced by the unvested accrued benefit under the Other Plan with respect to the period of Pre-participation Service.

4.8 COMMENCEMENT OF BENEFITS. Unless a Participant (or Beneficiary) otherwise elects (which election shall specify a commencement date no later than the Required Beginning Date), upon application for Retirement Benefits in accordance with Section 9.13, payment of Retirement Benefits shall commence not

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later than the sixtieth (60th) day after the latest of the close of the Plan Year in which (a) the Participant reaches age 65, (b) occurs the tenth (10th) anniversary of the Participant's commencement of participation in the Plan, or (c) the Participant has a Termination of Employment, provided that benefits shall not be paid until an application is made in accordance with Section 9.13.

ARTICLE V

FORM AND PAYMENT OF RETIREMENT BENEFITS - SPOUSAL RIGHTS

5.1 FORM OF PAYMENT OF BENEFITS. A Participant's Retirement Benefits under the Plan shall commence as of the first day of the month specified in the applicable provision of Article IV and shall be payable as follows:

(a) AUTOMATIC FORM FOR MARRIED PARTICIPANTS. A Participant who is married on the date his Normal Retirement Pension, 62/30 Pension, Early Retirement Pension, Disability Pension or Deferred Pension commences shall receive his Retirement Benefits in the form of a Qualified Joint and Survivor Pension unless the Participant waives a Qualified Joint and Survivor Pension (and his spouse consents) in accordance with the procedures set forth in Section 5.2. The amount of such Qualified Joint and Survivor Pension shall be the Actuarial Equivalent of the Participant's Accrued Benefit.

(b) AUTOMATIC FORM FOR UNMARRIED PARTICIPANTS. A Participant who, as of the date his Retirement Benefits commence, is not married shall receive Retirement Benefits in the form of a Single Life Annuity, unless the Participant waives the Single Life Annuity in accordance with the procedures set forth in Section 5.2.

(c) A Participant who wishes to receive his Retirement Benefits in a form other than the automatic form applicable to him may elect, at any time prior to the date his Retirement Benefits commence, by written notice to the Board of Administration, an optional form of benefit in which his Retirement Benefits will be paid, provided that he shall have waived the automatic form of payment applicable to him in accordance with the

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procedures set forth in Section 5.2 (including obtaining his spouse's consent where applicable). A married Participant may elect a Single Life Annuity or a Ten Year Certain and Life Annuity as optional forms of benefit. An unmarried Participant may elect a Ten Year Certain and Life Annuity as an optional form of benefit. A Participant may not name a Beneficiary other than his spouse under a Ten Year Certain and Life Annuity unless (1) if the Participant is married, he has validly waived the Qualified Joint and Survivor Pension in accordance with the procedures set forth in Section 5.2 (including obtaining spousal consent), (2) the annuity complies with the minimum distribution incidental benefit requirements of Treasury Regulation Section 1.401(a)(9)-2, and (3) the monthly amount payable to a Beneficiary under an optional form of payment does not exceed the monthly amount payable to the Participant.

An election made pursuant to this Section 5.1(c) may be revoked and a new election may be made by the Participant at any time prior to the commencement of the Participant's Retirement Benefits, provided that, if the Participant is married and elects a Single Life Annuity or Ten Year Certain and Life Annuity (or if he changes the Beneficiary under an optional form of payment), he shall first have obtained spousal consent in accordance with the procedures set forth in Section 5.2.

5.2 CHANGE OF AUTOMATIC FORM OF PAYMENT AND SPOUSAL CONSENT.

(a) During the Applicable Election Period and at such other times determined in accordance with applicable law, regulations or rulings as the Board of Administration shall permit, each Participant may elect in writing in such manner as the Board of Administration shall require (subject to his spouse's consent in accordance with the procedures set forth

in Section 5.2(c)) (i) to waive the automatic form of payment applicable to him, (ii) to change the Beneficiary designated under an optional form of payment, (iii) to change the optional form of payment elected, and (iv) to revoke his waiver of the automatic form of payment applicable to him.

(b) Within ninety (90) but not less than thirty (30) days before the Annuity Starting Date (in accordance with such regulations as the Secretary of the Treasury may prescribe), the Board of Administration shall provide each Participant with a written explanation of:

(1) the terms and conditions of the automatic form of payment

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applicable to the Participant,

(2) the Participant's right to make, and the effect of, an election to waive the automatic form of payment applicable to him,

(3) the rights of the Participant's spouse to consent to the Participant's election (i) to waive the Qualified Joint and Survivor Pension, (ii) to change the Beneficiary designated under an optional form of payment, and (iii) to change the optional form of payment elected, and the effect of such consent,

(4) the Participant's right to revoke, and the effect of a revocation of, an election to waive the automatic form of payment applicable to him,

(5) the Participant's (and, if he is married, his spouse's) right to defer any distribution until the Participant's Normal Retirement Date or later Termination of Employment (subject to the requirements of Section 4.8), and

(6) the optional forms of benefit distributions provided by the Plan, including a general description of the material features and an explanation of the relevant values of the optional forms of benefit distributions provided by the plan.

(c) SPOUSAL CONSENT TO A WAIVER. A spousal consent to (i) a waiver of a Qualified Joint and Survivor Pension, (ii) a change of Beneficiary designated under an optional form of payment, and (iii) a change in the optional form of payment elected by the Participant shall be:

(1) in writing acknowledging the effect of the consent;

(2) signed by the Participant's spouse and witnessed by a Plan representative or a notary public; and

(3) effective only for the spouse who gives the consent, and the beneficiary (or form of benefits) shall not be changed without spousal consent (unless the consent of the spouse provides that such change may be made without further consent of the spouse);

provided that the consent of a Participant's spouse shall not be required if it is established to the satisfaction of the Board of Administration

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that such consent may not be obtained because there is no spouse, because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

(d) To the extent provided in any Qualified Domestic Relations Order (as defined in Section 414(p) of the Internal Revenue Code) if married to the Participant for at least one year, the former spouse of a Participant shall be treated as the surviving spouse of such Participant for purposes of receiving a Qualified Joint and Survivor Pension or death benefits in the form of an annuity and providing consent in accordance with the procedures set forth in Section 5.2(c).

(e) "APPLICABLE ELECTION PERIOD" means the ninety (90) day period ending on the Annuity Starting Date.

5.3 ELECTIONS BY CERTAIN PARTICIPANTS WHO HAD A TERMINATION OF EMPLOYMENT BEFORE AUGUST 23, 1984.

(a) During the period described in Section 5.3(b), a Participant who has had a Termination of Employment and who will receive benefits in the form of a life annuity may elect a Qualified Joint and Survivor Pension if:

(1) the Participant was credited with any period of service under the Plan on or after September 2, 1974;

(2) Internal Revenue Code Section 401(a)(11) before the enactment of the Retirement Equity Act of 1984 did not apply to such Participant;

(3) the Participant is not credited with any period of service under the Plan on or after January 1, 1985; and

(4) as of August 23, 1984, the Participant's Annuity Starting Date had not occurred and the Participant was alive.

(b) An election under Section 5.3(a) may be made by a Participant during the period beginning on August 23, 1984 and ending on the earlier of the Participant's Annuity Starting Date or the date of the Participant's death.

5.4 FACILITY OF PAYMENT. All Retirement Benefits shall be paid to the payee either by a check which shall be endorsed personally by the payee or, if the payee makes a written request on a form approved by the Board of

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Administration, by a deposit in the personal savings or checking account of the payee; provided that if any such payment shall be made in error or in excess of the amount due, the payee shall be liable to return any excessive portion of any payment. If, in the opinion of the Board of Administration, any person to whom benefits are payable is unable to care for his affairs because of illness, accident or other incapacity, any payment due (unless prior claim therefor shall have been made by a duly qualified legal representative) may be paid for his benefit to his spouse, parent, child, brother or sister, or to any other person as the Board of Administration may from time to time determine. If any payment due any person under this Plan is unpaid at the time of the payee's death, the Board of Administration may determine the person equitably entitled thereto to whom the payment shall be made (unless prior claim therefor shall have been made by a duly qualified legal representative). Any such payment under this Section 5.4 shall, to the extent thereof, be a complete discharge of any liability therefor.

5.5 EFFECT OF RETURN OF BENEFIT CHECKS. Each person entitled to benefits under this Plan shall furnish the Board of Administration with the address to which his benefit checks shall be mailed. If any benefit check mailed by regular United States mail to the last address appearing on the Board of Administration's records is returned because the addressee is not found at that address, the mailing of benefit checks shall stop. Thereafter, if the Board of Administration receives written notice of the proper address of the person entitled to receive such benefit checks and is furnished with evidence satisfactory to the Board of Administration that such person is living, all amounts then due but unpaid shall be forwarded to such person.

5.6 EFFECT OF PENSIONER CONTINUING IN OR RESUMING EMPLOYMENT. If a Pensioner (a) continues in employment with an Employer after his Normal Retirement Date, or (b) resumes employment with an Employer or a Commonly Controlled Entity after beginning to receive Retirement Benefits under the Plan, payment of Retirement Benefits shall be discontinued for each month that such Participant is so employed. A Pensioner shall be treated as being reemployed in each month in which he has at least 40 Hours of Service for the performance of duties. In the event a Participant's Retirement Benefits are suspended, the Board of

Administration shall give such Participant any notification of his rights and shall offset such Participant's Retirement Benefits in a manner determined subject to any requirements imposed by law.

5.7 CASH-OUT OF ACCRUED BENEFITS.

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(a) BENEFITS NOT IN EXCESS OF $3,500. Notwithstanding any other provision of this Plan, if a Participant has a Termination of Employment or dies and the Actuarial Equivalent lump sum value of a Participant's vested Accrued Benefit (or, if the Participant dies before his Annuity Starting Date, the Actuarial Equivalent of the Death Benefit payable to the Participant's Beneficiary pursuant to Article VI) (calculated in accordance with Section 2.2(b)) does not exceed $3500, the Board of Administration shall make payment of such Participant's Retirement Benefits (or the Death Benefit, as applicable) prior to his Annuity Starting Date in a lump sum, notwithstanding any election made by the Participant, the Participant's spouse or Beneficiary to the contrary. A Participant who has a Termination of Employment and who is 0% vested in his Accrued Benefit shall be deemed to have received his Accrued Benefit upon his Termination of Employment.

(b) BENEFITS NOT IN EXCESS OF $5,000. Notwithstanding any other provision of this Plan, if upon a Participant's Termination of Employment, the Actuarial Equivalent lump sum value of his vested Accrued Benefit does not exceed $5,000, then, unless payment of such Accrued Benefit is required under Section 5.7(a) or the Participant is otherwise entitled to a distribution under Article IV, the Participant may elect to receive his Accrued Benefit immediately in a lump sum or the Actuarial Equivalent of such lump sum payable in any form provided by Section 5.1.

5.8 WITHDRAWAL OF PARTICIPANT CONTRIBUTIONS. A Participant who has a Termination of Employment shall be paid the lump sum Actuarial Equivalent of his Employee Funded Accrued Benefit within 30 days after making application therefor if he submits an application for such benefits in accordance with Section 9.13 prior to the date his Retirement Benefits begin, accompanied by a waiver of the automatic form of payment applicable to the Participant under Section 5.1(a) or (b) with respect to such amount (including a spousal consent thereto) in accordance with the procedures set forth in Section 5.2. Otherwise his Employee Funded Accrued Benefit shall be paid as Retirement Benefits at such time as is provided under Article IV hereof.

5.9 REPAYMENT OF DISTRIBUTIONS AND REESTABLISHMENT OF BENEFIT SERVICE. Any Participant who had a Termination of

Employment, who again becomes a Participant and who formerly received less than the entire Actuarial Equivalent of his Accrued Benefit in the form of a lump sum payment under Section 5.7 will be entitled to restore such Accrued Benefit as provided in Section 2.8(b), and a Participant who had a Termination of Employment, who again becomes a Participant and who formerly withdrew the lump sum Actuarial Equivalent of his Employee Funded Accrued Benefit under Section

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5.8 when he was less than 50% vested in his Employer Funded Accrued Benefit will be entitled to restore his Accrued Benefit as provided in Section 2.8(c), if he shall repay to the Plan the amount so received plus interest thereon, compounded annually, at the applicable rate specified in Section 8.3 from the date of such distribution to the date of repayment, on or before the earlier of:

(a) the date the individual incurs 5 consecutive One Year Breaks in Service commencing after the withdrawal or lump sum distribution, or

(b) 5 years after the first date on which the Participant is reemployed by his Employer.

5.10 DIRECT ROLLOVER. Notwithstanding any provision of this Plan to the contrary, effective for distributions made on or after January 1, 1993, a Participant (including a Participant who ceased to be an Employee prior to January 1, 1993), his surviving spouse or a former spouse who is an alternate payee under a Qualified Domestic Relations Order (as defined in Section 414(p) of the Internal Revenue Code) (a "Distributee") may elect, at such time and in such manner as prescribed by the Board of Administration, to have all or any portion of the benefits payable to such Distributee which constitutes an eligible rollover distribution as defined in Section 402(c)(4) of the Internal Revenue Code paid by the Trustee directly to the eligible retirement plan (as described in Section 401(a)(31)(D) of the Internal Revenue Code) specified by such Distributee.

ARTICLE VI

DEATH BENEFITS

6.1 EMPLOYEE FUNDED DEATH BENEFITS. If a Participant dies before his Retirement Benefits have commenced, a Death Benefit shall be paid under the Plan equal to the Actuarial Equivalent of such deceased Participant's Employee Funded Accrued Benefit, reduced by unrepaid withdrawals made under Section 5.8 or 8.4(a); provided, however, that such amount shall not be less than the amount to which the Beneficiary would have been entitled under Article V, Section 5 of the Prior Plan had the Participant died prior to April 1, 1981. If such Participant was married at least

one year as of the date of his death, his surviving spouse shall receive a Qualified Survivor Pension beginning the same time as the Qualified Survivor Pension is (or would be) paid under Section 6.2(c), in an amount equal to the amount such spouse would have received if the Participant had a Termination of

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Employment on the earlier of the day before he died or the date of his actual Termination of Employment, survived to the later of the two dates described in Section 6.2(c)(1) and (2) and commenced to receive a Qualified Joint and Survivor Pension on the day before his death, the Actuarial Equivalent of which Qualified Joint and Survivor Pension is equal to the amount of his Employee Funded Accrued Benefit. The remainder of the Death Benefit payable under this Section 6.1 (or, if the Participant has not been married at least one year as of the date of his death, the entire Death Benefit payable under this Section 6.1) shall be paid in a lump sum to the Beneficiary designated by the Participant under Section 6.4 as soon as reasonably practicable after the Board of Administration receives and approves an application for benefits in accordance with Section 9.13 from the deceased Participant's Beneficiary.

6.2 EMPLOYER FUNDED DEATH BENEFIT.

(a) TERMINATION OF EMPLOYMENT ON OR AFTER AUGUST 23, 1984. The surviving spouse of a Participant shall be entitled to the Death Benefit described in Section 6.2(c) if all the following conditions are satisfied:

(1) The Participant had a vested interest in his Employer Funded Accrued Benefit.

(2) The Participant had at least one Hour of Service on or after August 23, 1984.

(3) The Participant died before his Retirement Benefits had begun.

(4) The surviving spouse had been married to the Participant at least one year as of the date of his death.

(5) The surviving spouse has applied for benefits in accordance with Section 9.13.

(b) TERMINATION OF EMPLOYMENT BEFORE AUGUST 23, 1984. The surviving spouse of a Participant who had a Termination of Employment prior to August 23, 1984 shall be entitled to the Death Benefit described in Section 6.2(c) if all of the following conditions are satisfied:

(1) The Participant was credited with any period of service in the first Plan Year beginning on or after January 1, 1976.

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(2) The Participant had at least ten years of service under the Plan.

(3) As of August 23, 1984, the Participant's annuity starting date had not occurred and the Participant was alive.

(c) PAYMENT OF BENEFIT. The employer funded Death Benefits shall be a Qualified Survivor Pension commencing the first day of the month coinciding with or next following the latest of

(1) the Participant's death,

(2) the date application is made for such benefits under Section 9.13,

(3) the date the Participant would have attained age 55, in the case of a Participant who has at least ten (10) years of Benefit Service, or

(4) the date the Participant would have attained age 65, in the case of a Participant who has less than ten (10) years of Benefit Service,

in an amount equal to the amount such surviving spouse would have received if the Participant had had a Termination of Employment on the earlier of the day before he died or the date of his actual Termination of Employment, survived to the latest of the four dates described in (1), (2), (3), and (4) above, and commenced to receive his vested Accrued Benefit (reduced by the Actuarial Equivalent of any Employee Funded Death Benefits paid to the surviving spouse under Section 6.1) in the form of a Qualified Joint and Survivor Pension on the day before his death.

6.3 DEATH AFTER RETIREMENT BENEFITS COMMENCE. The surviving spouse of a Participant who commenced receiving his Retirement Benefits in the form of a Qualified Joint and Survivor Pension shall receive a Death Benefit payable under that form of payment. The Beneficiary of a Participant who commenced receiving his Retirement Benefits in the form of a Ten Year Certain and Life Annuity and who died before 120 monthly payments had been made shall receive a Death Benefit payable under that form of payment. Except as herein provided, in the case of a Participant who dies after the commencement of Retirement Benefits, no death benefit shall be payable hereunder.

6.4 DESIGNATION OF BENEFICIARY. Each Participant with an Employee Funded Accrued Benefit and each Participant who elects payment of his

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Retirement Benefits in the form of a Ten Year Certain and Life Annuity may designate a Beneficiary to whom the Employee Funded Death Benefit, or remaining payments under the Ten Year Certain and Life Annuity, if any, payable under the Plan shall be paid. The designation of a Beneficiary, and any change or revocation thereof, shall be made on forms provided by the Board of Administration and shall not be effective until filed with the Board of Administration. A designation of a Beneficiary other than a Participant's spouse shall not be effective unless either the Participant is not married or has been married less than a year as of the date of his death or the Participant has waived the Qualified Joint and Survivor Pension and his surviving spouse has consented to the waiver (including the Beneficiary named) in accordance with the procedures set forth in Section 5.2. In the absence of a valid Beneficiary designation by a Participant or in the event that no designated Beneficiary survives a Participant, such Death Benefit shall be paid:

(a) to his surviving spouse; or if there be none;

(b) to his descendants per stirpes; or if there be none surviving;

(c) to his father and mother, in equal shares; or if there be none surviving;

(d) to his estate.

ARTICLE VII

PLAN FINANCING

7.1 FUNDING POLICY. The Company shall establish and direct the implementation of a funding policy and method for the Plan which shall be consistent with the objectives of the Plan and with the minimum funding standards established under Section 412 of the Internal Revenue Code. The Company may rely upon the advice of the Actuary in establishing and carrying out a funding policy and method.

7.2 EMPLOYER CONTRIBUTIONS. Each Employer shall make contributions to the Trust Fund to fund benefits of the Plan for its Participants in such amounts and at such times as determined under the funding policy and method of the Plan; provided that any such contribution shall be made not later than the due date for the Employer's United States income tax return (including extensions) for the year for which such contribution is made. Employer contributions are expressly conditioned upon the

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deductibility of such contributions by the Employer under Section 404 of the Internal Revenue Code.

7.3 FORFEITURES. Forfeitures of benefits under the Plan arising for any reason shall be applied to reduce the cost of the Plan under the funding policy and method of the Plan and shall not increase the benefits under the Plan otherwise payable to Participants.

7.4 EXCLUSIVE BENEFIT OF PARTICIPANTS. All Participant contributions through December 31, 1988 and Employer contributions under the Plan shall be paid to the Trustee and deposited in the Trust Fund and shall be held, managed and distributed solely in the interest of the Participants, their surviving spouses and their Beneficiaries for the exclusive purpose of (i) providing benefits to Participants, their surviving spouses and their Beneficiaries and (ii) defraying reasonable administrative expenses of the Plan and the Trust, to the extent such expenses are not paid by the Employer, provided that:

(a) If, and to the extent, deduction for an Employer contribution under Section 404 of the Internal Revenue Code is disallowed, Employer contributions conditioned upon deductibility shall be returned to the Employer making such contributions within one year after the disallowance of the deduction;

(b) If, and to the extent that, an Employer or Participant contribution is made through mistake of fact, such Employer or Participant contribution shall be returned to the Employer or Participant making such contribution within one year of the payment of the contribution;

(c) If any amounts arising out of variation between expected actuarial requirements and actual requirements remain in the Trust Fund after termination of the Plan and if all liabilities of the Plan to Participants, surviving spouses and Beneficiaries have been satisfied, including those satisfied under Section 11.4, such amounts shall be distributed to the Employers in such amounts as the Board of Administration in its sole discretion shall determine consistent with applicable law.

All Employer contributions are conditioned on their being deductible under Section 404 of the Internal Revenue Code.

7.5 BENEFITS PAYABLE ONLY FROM TRUST FUND. All benefits provided by this Plan shall be paid solely out of the Trust Fund, and neither Employer nor any agent or representative of the Employer shall be liable in any manner for any such benefits.

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ARTICLE VIII

PARTICIPANT CONTRIBUTIONS

8.1 PARTICIPANT CONTRIBUTIONS. Prior to January 1, 1989, a Participant may elect to make Participant contributions to the Plan in the amount of three and one-half percent (3-1/2%) of the Participant's Compensation for the year, provided that, in the Plan Year in which the Participant becomes (or again becomes) a Participant, and in the Plan Year in which the Participant has a suspension of participation pursuant to Section 8.4, the contributions shall be based upon the Participant's Compensation during that part of the Plan Year in which he is a Participant prior to any such suspension of participation. Notwithstanding the preceding sentence, for Plan Years beginning on or after January 1, 1986, a Participant's contribution for any Plan Year shall not exceed $10,500, and no Participant contributions shall be made to the Plan after December 31, 1988. Any Participant contributions made after December 31, 1988 shall be returned to the Participant who made them.

8.2 MANNER OF MAKING PARTICIPANT CONTRIBUTIONS. Subject to Section 8.1, to make Participant contributions, a Participant shall complete and deliver to the Board of Administration a form prepared for that purpose by the Board of Administration which will authorize the Employer to deduct the Participant contributions on a regular basis from the Participant's payroll check. A Participant who does not have at least one Hour of Service on or after January 1, 1988 may commence (or recommence) making contributions to the Plan at any time prior to his sixty-fifth (65th) birthday, and shall cease making contributions to the Plan on his sixty-fifth (65th) birthday. A Participant who has at least one Hour of Service on or after January 1, 1988 may make Participant Contributions at any time, subject to Section 8.1. An election to make Participant contributions will remain in effect until revoked. Once revoked, an election to make Participant Contributions may again be made no earlier than one year after the prior election was revoked. Revocation and reelection shall be made by completing and delivering to the Board of Administration a form prepared by the Board of Administration for that purpose. No retroactive contributions will be permitted.

8.3 EMPLOYEE FUNDED ACCRUED BENEFIT. A Participant's Employee Funded Accrued Benefit shall be equal to the Actuarial Equivalent of his Accumulated Contributions (defined below) expressed as a monthly benefit commencing on the Participant's Normal Retirement Date (determined under Section 2.28(a)) and payable in the form of a Single Life Annuity. "ACCUMULATED CONTRIBUTIONS" means the sum of

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(a) the total amount of contributions made by the Participant to the Plan on or before December 31, 1988 reduced by withdrawals made pursuant to Section 5.8 or 8.4(a), or pursuant to the provisions of the Prior Plan, and

(b) the interest on (a), compounded annually, (i) at the average rate earned by the Trust Fund prior to January 1, 1976, (ii) at the higher of the average rate earned by the Trust Fund or five percent (5%) per annum from January 1, 1976 through December 31, 1980, (iii) at the rate of five percent (5%) per annum from January 1, 1981 to December 31, 1987, (iv) at the rate of 120 percent (120%) of the Federal mid-term rate (as in effect under Section 1274 of the Internal Revenue Code for the first month of the Plan Year) for the period beginning on or after January 1, 1988 and ending on the date the determination is being made, and (v) at the interest rate specified in Section 2.2(b) for the period beginning with the determination date and ending on the Participant's Normal Retirement Date (determined under Section 2.28(a)).

A Participant's Employee Funded Accrued Benefit shall be nonforfeitable at all times prior to the date his Retirement Benefits commence.

8.4 IN SERVICE WITHDRAWAL OF PARTICIPANT CONTRIBUTIONS.

(a) A Participant who has not had a Termination of Employment may, upon written request to the Board of Administration, accompanied by a waiver of the automatic form of benefit payment applicable to him under Section 5.1 (including a spousal consent thereto in accordance with the procedures set forth in Section 5.2) withdraw the Actuarial Equivalent lump sum value of his Employee Funded Accrued Benefit. If a Participant makes such a withdrawal, then unless the Participant repays the withdrawal in accordance with Section 8.4(b), his Accrued Benefit shall be reduced by the Actuarial Equivalent of the amount withdrawn, provided that the reduced amount of such Accrued Benefit shall not be less than the amount which would be determined under Section 2.1(a) if all such Participant's Benefit Service were noncontributory. Upon making such a withdrawal, the Participant shall be suspended from participation in the Plan for a period of one year from the date of such withdrawal. During the period of suspension the suspended individual shall not accrue Benefit Service and shall not be entitled to make Participant contributions to the Plan.

(b) A Participant who has made a withdrawal pursuant to Section 8.4(a) may, at any time prior to incurring a One Year Break in Service, repay to the Plan the amount so withdrawn,

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together with interest on such amount at the applicable rate specified in Section 8.3 compounded annually from the date of the withdrawal.

ARTICLE IX

ADMINISTRATION

9.1 BOARD OF DIRECTORS DUTIES. The Board of Directors shall have overall responsibility for the establishment, amendment, termination, administration and operation of the Plan and the investment of its assets, which responsibility it shall discharge:

(a) by the appointment and removal (with or without cause) of

(i) the members of the Board of Administration, to which is delegated the overall responsibility for the administration and operation of the Plan;

(ii) the Trustee, to which is delegated the responsibility for the investment and safekeeping of the assets of the Plan, except to the extent such responsibility is delegated to one or more Investment Managers; and

(iii) if and to the extent it deems appropriate, one or more Investment Managers to whom it may delegate responsibility for the investment of all or any part of the assets of Plan; and

(b) by establishing and communicating to the Trustee and any Investment Managers investment objectives and guidelines and periodically reviewing and monitoring the performance of the Board of Administration, Trustee and any Investment Managers.

(c) by directing, in its discretion, that Plan assets be invested in such contract (including but not limited to a group annuity contract, a guaranteed investment contract, an immediate participation guarantee contract or a deposit administration contract) issued by an insurance company authorized to do business in any State of the United States, selected from time to time by the Board of Directors. The Trustee shall be the policyholder of such contract unless the Board of Directors directs that the Board of Administration shall be the policyholder of such contract, provided that regardless of who is the policyholder, the Board of Administration shall have the right to exercise, or to direct

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the Trustee to exercise, all rights, powers, and elections provided under any such contract.

9.2 BOARD MEMBERSHIP. The Board of Administration shall consist of not less than three members, who shall be appointed by the Board of Directors. In the absence of such appointment, if the Trustee is one or more individuals, the Trustee shall be the Board of Administration. They shall remain in office at the will of the Board of Directors, and the Board of Directors may from time to time remove any of said members with or without cause and shall appoint their successors. The Board of Administration shall have the general responsibility for the administration of the Plan and for carrying out its provisions, and shall be the Plan Administrator.

9.3 BOARD STRUCTURE. Each member of the Board of Administration shall be an officer or Eligible Employee of an Employer hereunder. Each person upon becoming a member of the Board, shall file an acceptance thereof in writing with the secretary of the Company and the secretary of the Board. Any member of the Board may resign by delivering his written resignation to the secretary of the Company and the secretary of the Board, and such resignation shall become effective upon the date specified therein. In the event of a vacancy in membership, the remaining members shall constitute the Board with full power to act until said vacancy is filled.

9.4 BOARD ACTIONS. The action of the Board of Administration shall be determined by the vote or other affirmative expression of a majority of its members. The Board shall choose a chairman who shall be a member of the Board and a secretary who may (but need not) be a member of the Board. The secretary shall keep a record of all meetings and acts of the Board and shall have custody of all records and documents pertaining to its operations. Either the chairman or the secretary may execute any certificate or other written direction on behalf of the Board.

9.5 BOARD OF ADMINISTRATION DUTIES. The Board of Administration on behalf of the Participants, Pensioners and all other Beneficiaries of the Plan and Trust shall enforce the Plan in accordance with the terms of the Plan and the Trust Agreement and shall have all powers necessary to accomplish that purpose, including but not by way of limitation, the following:

(a) To issue rules and regulations necessary for the proper conduct and administration of the Plan and to change, alter, or amend such rules and regulations;

(b) To construe the Plan and Trust Agreement;

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(c) To determine all questions arising in its administration, including those relating to the eligibility of persons to become Participants; the rights of Participants, Pensioners and their Beneficiaries, and Employer Contributions; and its decision thereon shall be final and binding upon all persons hereunder;

(d) To compute and certify to the Trustee the amount and kind of benefits payable to Participants, Pensioners or their Beneficiaries;

(e) To authorize all disbursements of the Trustee from the Trust Fund;

(f) To employ and suitably compensate such accountants and attorneys (who may but need not be the accountants or attorneys of the Company), other persons to render advice and clerical employees as it may deem necessary to the performance of its duties;

(g) To communicate the Plan and its eligibility requirements to the Employees and to notify Employees when they become eligible to participate; and

(h) To make available to Participants upon request, for examination during business hours, such records as pertain exclusively to the examining Participant.

9.6 BOARD LIABILITY. The Board of Administration and the members thereof shall be free from all liability, joint or several, for their acts as members of such Board, except to the extent that they may have been guilty of willful misconduct, except as otherwise required by federal law.

9.7 BOARD BONDING AND EXPENSES. The members of the Board of Administration shall serve without bond (except as otherwise required by federal law) and without compensation for their service as such; but all expenses of the Board (including but not limited to premiums for termination insurance) shall be paid by the Trust except to the extent paid by the Employers.

9.8 ALLOCATIONS AND DELEGATIONS OF RESPONSIBILITY.

(a) The Board of Directors and the Board of Administration shall each have the authority to delegate from time to time, by instrument in writing filed in its minute books all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable (and may authorize such person, upon receiving the written consent of the Board of Directors or the Board of Administration, to delegate such responsibilities to such other person or

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persons as the Board of Directors or the Board of Administration shall authorize), and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Board of Administration. An Employer, the Board of Directors and the Board of Administration shall not be liable for any acts or omissions of any such delegate. The delegate shall periodically report to the Board of Directors or the Board of Administration concerning the discharge of the delegated responsibilities.

(b) The Board of Directors and Board of Administration shall each have the authority to allocate from time to time, by instrument in writing filed in its minute books, all or any part of its responsibilities under the Plan to one or more of its members as it may deem advisable, and in the same manner to revoke such allocation of responsibilities. Any action of the member to whom responsibilities are allocated in the exercise of such allocated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Board of Administration. An Employer, the Board of Directors and the Board of Administration shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall periodically report to the Board of Directors or the Board of Administration concerning the discharge of the allocated responsibilities.

9.9 INFORMATION TO BE SUPPLIED BY EMPLOYERS. Employers shall provide the Board of Administration or its delegate with such information as it shall from time to time need in the discharge of its duties.

9.10 COMPANY RECORDS. The regularly kept records of the Board, Company and any Employer shall be conclusive evidence of the Vesting Service, Benefit Service, and Years of Eligibility Service of an Employee, his Compensation, his age, his status as an Eligible Employee, and all other matters contained in such records applicable to this Plan, provided that an Employee may request a correction in the record of his age at any time prior to retirement, and such correction shall be made if within 90 days after such request he furnishes in support thereof a birth certificate, baptismal certificate, or other documentary proof of age satisfactory to the Board.

9.11 FIDUCIARY CAPACITY. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

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9.12 COMPANY AS AGENT. The Company and/or the Board shall act as agent for each Employer in the administration of the Plan.

9.13 CLAIMS PROCEDURE.

(a) INITIAL CLAIM FOR BENEFITS. Before Retirement Benefits will commence or a Death Benefit will be paid, each Participant or Beneficiary ("Claimant") shall submit his application for benefits ("Claim") to the Board of Administration (or to such other person as shall be designated in writing by the Board of Administration) in writing in such form as is permitted by the Board of Administration. A Claimant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a Claim for benefits, prior to his filing a Claim for benefits and exhausting his rights to review under this Section.

When a Claim has been filed properly, such Claim shall be evaluated, and the Claimant shall be notified of the approval or the denial within 90 days after the receipt of such Claim unless special circumstances require an extension of time for processing of the Claim. If such an extension of time is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period, which notice shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 180 days after the date on which the Claim was filed). A Claimant shall be given a written notice in which the Claimant shall be advised as to whether the Claim is granted or denied, in whole or in part. If a Claim is denied, in whole or in part, the notice shall contain (i) the specific reasons for the denial, (ii) references to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary to perfect the Claim and an explanation of why such material or information is necessary, and (iv) the Claimant's rights to seek review of the denial.

(b) REVIEW OF DENIAL OF CLAIM. If a Claim is denied, in whole or in part, the Claimant shall have the right to (i) request that the Board of Administration (or such other person as shall be designated in writing by the Board of Administration) review the denial, (ii) review pertinent documents, and (iii) submit issues and comments in writing, provided that the Claimant files a written request for review with the Board of Administration within 60 days after the date on which the Claimant received written notification of the denial. Within sixty (60) days after a request for review is received, the review shall be made, and the

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Claimant shall be advised in writing of the decision on review. However, if special circumstances require an extension of time for processing the review, the Claimant shall be given a written notification within such initial 60 day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within 120 days after the date on which the request for review was filed). The decision on review shall be forwarded to the Claimant in writing and shall include specific reasons for the decision and references to Plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons for all purposes.

If a Claimant shall fail to file a request for review in accordance with the procedures herein outlined, such Claimant shall have no rights to review and shall have no right to bring action in any court, and the denial of the Claim shall become final and binding on all persons for all purposes.

9.14 FIDUCIARY RESPONSIBILITY. If a Plan fiduciary acts in accordance with ERISA, Title I, Subtitle B, Part 4,

(a) in relying on a Participant's election to waive a Qualified Joint and Survivor Pension or a revocation of such an election or in determining that the Participant's spouse has consented to a waiver or that the consent of the Participant's spouse may not be obtained because there is no spouse, the spouse cannot be located or other circumstances prescribed by the Secretary of the Treasury by regulations, then to the extent of payments made pursuant to such consent, revocation or determination, the Plan and its fiduciaries shall have no further liability; or

(b) in treating a domestic relations order as being (or not being) a Qualified Domestic Relations Order, or, during any period in which the issue of whether a domestic relations order is a Qualified Domestic Relations Order is being determined (by the Board of Administration, by a court of competent jurisdiction, or otherwise), in separately accounting for the amounts ("Segregated Amounts") which would have been payable to the alternate payee during such period if the order has been determined to be a Qualified Domestic Relations Order, in paying the Segregated Amounts (including any interest thereon) to the person entitled thereto if within the 18-month period beginning with the date on which the first payment would be required to be made under the domestic relations order (the "18-Month Period") the domestic relations order (or a modification thereof) is determined to be a Qualified Domestic Relations Order, in paying the

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Segregated Amounts (including any interest thereon) to the person entitled thereto if there had been no order if within the 18-Month Period the domestic relations order is determined not to be qualified or if the issue is not resolved within the 18-Month Period, and in prospectively applying a domestic relations order which is determined to be qualified after the close of the 18-Month Period, then the obligation of the Plan and its fiduciaries to the Participant and each alternate payee shall be discharged to the extent of any payment made pursuant to such acts.

9.15 CONSTRUCTION OF PLAN AND DECISIONS FINAL. The Company, the Board of Administration, the Board of Directors, and the Trustee have full discretion to construe and interpret the Plan and to decide all matters within their respective jurisdictions, including factual matters, all questions concerning eligibility for participation and all questions relating to the amount and manner of providing benefits, and including the full discretion to resolve benefit appeals, and their decisions shall be final, binding and conclusive upon the Employers, each Employee, Beneficiary, Participant, former employee, former Participant and every other person or party interested or concerned for all purposes.

ARTICLE X

TRUSTEE AND TRUST FUND

10.1 TRUST AGREEMENT. The Company has entered into a Trust Agreement providing for the administration of the Plan. Said Trust Agreement, as from time to time amended, shall continue in force and shall be deemed to form a part of this Plan, and any and all rights or benefits which may accrue to any person under this Plan shall be subject to all the terms and provisions of the said Trust Agreement.

10.2 SELECTION OF TRUSTEE. As provided in the Trust Agreement, the Board of Directors shall have the power to remove the Trustee and to appoint a successor Trustee.

10.3 TRUSTEE'S DUTIES. The powers, duties and responsibilities of the Trustee shall be as stated in the Trust Agreement, and nothing contained in this Plan either expressly or by implication shall be deemed to impose any additional powers, duties or responsibilities upon the Trustee. All Employer and Participant contributions shall be paid into the Trust and all benefits payable under the Plan shall be paid from the Trust. Employers shall have no rights or claims of any nature in or to the assets of the Trust Fund except the right to require the Trustee to hold, use, apply and pay such assets in its hands, in

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accordance with the directions of the Board of Administration for the exclusive benefit of the Participants, their surviving spouses and their Beneficiaries, except as otherwise provided in Section 7.4 and Section 11.4.

10.4 TRUST INCOME. The net income derived from the Trust shall be accumulated and shall from time to time be invested as a part of the Trust Fund.

10.5 TRUST EXPENSES. All clerical, legal or other expenses of the Trust and Trustee's fees (of any Trustee that is not an individual) shall be paid by the Trust except to the extent paid by the Employer. Individual Trustees shall not receive compensation for their services as such.

10.6 TRUST ENTITY. The Trust under this Plan from its inception shall be a separate entity aside and apart from the Employer and its assets. The Trust and the corpus and income thereof shall in no event and in no manner whatsoever be subject to the rights or claims of any creditor of the Employer.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1 AMENDMENTS. The Company, by resolution of the Board of Directors, may amend, modify, change, revise or discontinue this Plan at any time; provided, however, that (i) no amendment shall increase the duties or liabilities of the Trustee or the Board of Administration without their written consent; (ii) no amendment shall have the effect of vesting in the Employer any interest in any funds, securities or other property subject to the terms of this Plan and the Trust Agreement; (iii) except as provided in Section 7.4, no amendment shall authorize or permit at any time any part of the corpus or income of the Trust Fund to be used or diverted to purposes other than for the exclusive benefit of Participants, their surviving spouses and their Beneficiaries; (iv) no amendment shall have any retroactive effect as to deprive any Participant, surviving spouse or Beneficiary of any benefit already accrued; provided that no amendment made in conformance to provisions of the Internal Revenue Code, or any other statute relating to the Internal Revenue Code, or any other statute relating to employees' trusts, or any official regulations or ruling issued pursuant thereto, shall be considered prejudicial to the rights of any Participant, his surviving spouse or Beneficiary.

11.2 RIGHT TO TERMINATE. The Company may at any time terminate the Plan by action of its Board of Directors.

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11.3 EFFECTS OF TERMINATION. Upon termination of the Plan, further payment of Employer contributions to the Trust shall cease. The Board of Administration shall notify each Participant of the termination of the Plan. Upon termination or partial termination of the Plan, the Accrued Benefit of each affected Participant which is not vested and nonforfeitable as of the date of such termination or partial termination shall be nonforfeitable, to the extent funded; provided, however, notwithstanding any other provision of this Plan, the rights of all persons entitled to vested and nonforfeitable benefits under the Plan shall be limited to the assets of the Plan and no Employer shall have any obligation to make any contributions to pay any benefit under the Plan subsequent to a termination or partial termination of the Plan.

11.4 DISPOSITION OF TRUST FUND ON TERMINATION. Subject to the provisions of Section 14.7, upon termination of the Plan, the Trust Fund, after providing for the expenses of the Plan and Trust Fund, shall be allocated among and distributed to Participants, surviving spouses and Beneficiaries to the extent the assets in the Trust Fund are sufficient therefor, in accordance with ERISA Section 4044, provided that with respect to persons described in ERISA Section 4044(a)(5), allocation and distribution shall be made in the following order of precedence:

(i) To provide benefits commencing at age 65 for remaining Employees age 62 or over on the date of termination of the Plan, without reference to the order in which they reach age 65.

(ii) To provide benefits commencing at age 65 for remaining Employees below the age of 62 on the date of termination of the Plan, in the order in which they are expected to reach age 65.

In the event assets of the Trust Fund remain after the foregoing allocations have been made ("Remaining Assets") the amount of Remaining Assets attributable to mandatory Employee contributions ("Employee Remaining Assets") and the amount of Remaining Assets attributable to Employer contributions ("Employer Remaining Assets") shall be determined and allocated as follows:

(i) The amount of Employee Remaining Assets shall be the amount determined by multiplying the total amount of Remaining Assets by a fraction, the numerator of which is the amount of Trust Fund assets allocated pursuant to Section 11.4 to persons described in ERISA Section 4044(a)(2) and the denominator of which is the total amount of Trust Fund assets allocated to persons described in ERISA Sections 4044(a)(2) through (a)(6).

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(ii) The Employee Remaining Assets shall be allocated among Participants, surviving spouses, and Beneficiaries entitled to an allocation under ERISA Section 4044(a)(2) in an amount determined by multiplying the amount of Employee Remaining Assets by a fraction, the numerator of which is the amount allocated to each such person pursuant to ERISA Section 4044(a)(2) and the denominator of which is the total amount of Trust Assets allocated pursuant to Section 4044(a)(2).

(iii) The amount of Employer Remaining Assets, which is equal to the amount of Remaining Assets reduced by the amount of Employee Remaining Assets, shall revert to the Employers in such respective portions as the Board of Administration shall determine.

11.5 DISPOSITION MEDIUM. The distributions referred to in Section 11.4 may be implemented by the Trustee upon discretion from the Board through the continuance of the Trust Fund, through a new Trust Fund, or through the purchase of annuity contracts issued by an insurance company, or by a combination of these media.

ARTICLE XII

ADOPTION AND WITHDRAWAL FROM PLAN

12.1 PROCEDURE FOR ADOPTION. Any Affiliated Company may, by resolution of such Affiliated Company's board of directors, adopt the Plan for the benefit of its employees upon authorization of such action by the Board of Directors subject to such terms and conditions (including but not limited to terms and conditions concerning Vesting Service, Benefit Service, Years of Eligibility Service, and amount of Retirement Benefits) as may be imposed by the Board of Directors.

12.2 PROCEDURE FOR WITHDRAWAL. Any Employer (other than the Company) may, by resolution of the board of directors of such Employer, with the consent of the Board of Directors and subject to such conditions as may be imposed by the Board of Directors, withdraw its participation in the Plan.

ARTICLE XIII

TOP HEAVY PROVISIONS

13.1 APPLICATION. The definitions in Section 13.2 shall apply under

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this Article XIII and the special rules in Section 13.3 shall apply, notwithstanding any other provisions of

the Plan, for any Plan Year in which the Plan is a Top Heavy Plan and for such other Plan Years as may be specified herein. Anything in this Article XIII to the contrary notwithstanding, if the Plan is a multiemployer plan described in Internal Revenue Code Section 414(f) or a multiple employer plan as described in Internal Revenue Code Section 413(c), the provisions of this Article XIV shall be applied separately to each Employer and its Commonly Controlled Entities taking account of benefits under the plan provided to employees of the Employer or Commonly Controlled Entity because of service with that Employer or Commonly Controlled Entity.

13.2 SPECIAL TOP HEAVY DEFINITIONS. The following special definitions shall apply under this Article XIII:

(a) "AGGREGATION GROUP" means the group of plans in a Mandatory Aggregation Group, if any, that includes the Plan, unless the inclusion of Related Plans in the Permissive Aggregation Group would prevent the Plan from being a Top Heavy Plan, in which case "Aggregation Group" means the group of plans consisting of the Plan and each other Related Plan in a Permissive Aggregation Group with the Plan.

(i) "MANDATORY AGGREGATION GROUP" means each plan (considering the Plan and Related Plans) that, during the Plan Year that contains the Determination Date or any of the four preceding Plan Years,

(A) had a Participant who was a Key Employee, or

(B) was necessary to be considered with a plan in which a Key Employee participated in order to enable the plan in which the Key Employee participated to meet the requirements of Section 401(a)(4) or Section 410 of the Internal Revenue Code.

If the Plan is not described in (A) or (B) above, it shall not be part of a Mandatory Aggregation Group.

(ii) "PERMISSIVE AGGREGATION GROUP" means the group of plans consisting of (A) the plans, if any, in a Mandatory Aggregation Group with the Plan and (b) any other Related Plan that, when considered as a part of the Aggregation Group, does not cause the Aggregation Group to fail to satisfy the requirements of Section

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401(a)(4) and Section 410 of the Internal Revenue Code. A Related Plan in (B) of the preceding sentence may include a simplified employee pension plan, as defined in Internal Revenue Code Section 408(k), and

a collectively bargained plan, if when considered as a part of the Aggregation Group such plan does not cause the Aggregation Group to fail to satisfy the requirements of Section 401(a)(4) and Section 410 of the Internal Revenue Code considering, if the plan is a multiemployer plan as described in Code Section 414(f) or a multiple employer plan as described in Section 413(c), benefits under the plan only to the extent provided to employees of the employer because of service with the employer and, if the plan is a simplified employee pension plan, only the employer's contribution to the plan.

(b) "DETERMINATION DATE" means, with respect to a plan year, the last day of the preceding plan year or, in the case of the first plan year, the last day of such plan year. If the Plan is aggregated with other plans in the Aggregation Group, the Determination Date for each other plan shall be, with respect to any plan year, the Determination Date for each such other plan which falls in the same calendar year as the Determination Date for the Plan.

(c) "HIGHEST AVERAGE MONTHLY COMPENSATION" means one sixtieth of a person's Compensation for a period consisting of his sixty (60) consecutive calendar months in which his Compensation was the highest preceding the date he ceases to be an Employee. For purposes of this Section, a calendar month ending on or next preceding the date a person ceases to be an Employee and a calendar month beginning on or next following the date such person becomes an Employee shall be treated as consecutive. If a person has less than sixty (60) consecutive calendar months of Compensation, Highest Average Monthly Compensation shall mean the sum of the person's Compensation divided by the number of months of employment for which the person was compensated.

(d) "KEY EMPLOYEE" means, for the Plan Year containing the Determination Date, any person or the beneficiary of any person who is an Employee or former Employee of an Employer or a Commonly Controlled Entity as determined under Internal Revenue Code Section 416(i) and who, at any time during the Plan Year containing the Determination Date or any of the four (4) preceding Plan Years (the "Measurement Period"), is a person described in paragraph (i), (ii), (iii) or (iv), subject to paragraph (v).

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(i) An officer of the Employer or Commonly Controlled Entity who:

(a) in any Measurement Period, in the case of a Plan Year beginning after December 31, 1983, is

an officer during the Plan Year and has annual Compensation for the Plan Year in an amount greater than fifty percent (50%) of the amount in effect under Section 415(b)(1)(a) of Internal Revenue Code for the calendar year in which such Plan Year ends ($98,064 in 1989, $102,582 in 1990, $108,963 in 1991 and as adjusted in subsequent years in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Internal Revenue Code); and

(B) in any Measurement Period, in the case of a Plan Year beginning on or before December 31, 1983, is an officer during the Plan Year, regardless of his Compensation (except to the extent that applicable law, regulations and rulings indicate that the fifty percent (50%) of Section 415(b)(1)(a) of the Internal Revenue Code requirement is applicable).

No more than a total of fifty (50) persons (or, if lesser, the greater of three (3) persons or ten percent (10%) of all persons or beneficiaries of persons who are employees or former employees) shall be treated as Key Employees under this paragraph (i) for any Measurement Period. In the case of an Employer or Commonly Controlled Entity which is not a corporation:

(A) in any Measurement Period, in the case of a Plan Year beginning on or before February 28, 1985 no persons shall be treated as Key Employees under this paragraph (i); and

(B) in any Measurement Period, in the case of a Plan Year beginning after February 28, 1985, the term "officer" as used in this subsection (d) shall include administrative executives as described in Section 1.416-1(T-13) of the Treasury Regulations.

(ii) One (1) of the ten (10) persons who, during a Plan Year in the Measurement Period:

(A) have annual Compensation from the Employer or a

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Commonly Controlled Entity for such Plan Year greater than the amount in effect under Section 415(c)(1)(a) of the Internal Revenue Code for the calendar year in which such Plan Year ends (the greater of $30,000 or one-fourth (1/4) of the dollar limitation in effect under Section 415(b)(1)(a) of the Internal Revenue Code for the

Plan Year as adjusted in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Internal Revenue Code); and

(b) own (or are considered as owning within the meaning of Internal Revenue Code Section 318) in such Plan Year, the largest percentage interests in the Employer or a Commonly Controlled Entity, in such Plan Year, provided that no person shall be treated as a Key Employee under this paragraph unless he owns more than one-half percent (1/2%) interest in the Employer or a Commonly Controlled Entity.

No more than a total of ten (10) persons or beneficiaries of persons who are employees or former employees shall be treated as Key Employees under this paragraph (ii) for any Measurement Period.

(iii) A person who, for a Plan Year in the Measurement Period, is a more than five percent (5%) owner (or is considered as owning more than five percent (5%) within the meaning of Internal Revenue Code Section 318) of the Employer or a Commonly Controlled Entity.

(iv) A person, who, for a Plan Year in the Measurement Period, is a more than one percent (1%) owner (or is considered as owning more than one percent (1%) within the meaning of Internal Revenue Code Section 318) of the Employer or a Commonly Controlled Entity and has an annual Compensation for such Plan Year from the Employer and Commonly Controlled Entities of more than $150,000.

(v) If the number of persons who meet the requirements to be treated as Key Employees under paragraph (i) or (ii) exceed the limitation on the number of Key Employees to be counted under paragraph (i) or (ii), those persons with the highest annual Compensation in a Plan Year in the Measurement Period for which the requirements are met and who are within the limitation on the number of Key Employees will be treated as Key Employees.

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If the requirements of paragraph (i) or (ii) are met by a person in more than one (1) Plan Year in the Measurement Period, each person will be counted only once under paragraph (i) or (ii):

(A) under paragraph (i), the Plan Year in the Measurement Period in which a person who was an officer and had the highest annual Compensation shall be used to determine whether the person will be treated as a Key Employee under the preceding sentence;

(B) under paragraph (ii), the Plan Year in the Measurement Period in which the ownership percentage interest is the greatest shall be used to determine whether the person will be treated as a Key Employee under the preceding sentence.

Notwithstanding the above provisions of paragraph (v), a person may be counted in determining the limitation under both paragraphs (i) and (ii). In determining the sum of the Present Value of Accrued Benefits for Key Employees under subsection (i) of this Section, the Present Value of Accrued Benefits for any person shall be counted only once.

(e) "NON-KEY EMPLOYEE" means a person with an accrued benefit or account balance in the Plan or any Related Plan in the Aggregation Group who is not a Key Employee, and any beneficiary of such a person.

(f) "PRESENT VALUE OF ACCRUED BENEFITS" means for any Plan Year an amount equal to the sum of (i), (ii), and (iii), subject to (iv), for each person who, in the Plan Year containing the Determination Date was a Key Employee or a Non-Key Employee:

(i) The sum of the actuarial present values of a person's accrued benefits under this Plan and each Related Defined Benefit Plan in the Aggregation Group, expressed as a benefit commencing at Normal Retirement Date (or the person's attained age, if later) determined based on the following actuarial assumptions:

(a) Interest rate 5%; and

(b) Mortality: UP-1984 Table;

and determined in accordance with Internal Revenue Code Section 416(g); provided, however, that the accrued benefit of any Non-Key

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Employee shall be determined under the method which is used for accrual purposes for all Related Defined Benefit Plans or, if no single accrual method is used in all such plans, such accrued benefit shall be determined as if such accrued benefit

accrued not more rapidly than the slowest accrual rate under Section 411(b)(1)(c) of the Internal Revenue Code.

The present value of an accrued benefit for any person who is employed by an employer maintaining a plan on the Determination Date is determined as of the most recent valuation date which is within a 12-month period ending on the Determination Date, provided however that:

(A) for the first plan year of the plan, the present value for an employee is determined as if the employee had a Termination of Employment (1) on the Determination Date or (2) on such valuation date but taking into account the estimated accrued benefit as of the Determination Date; and

(B) for the second and subsequent plan years of the plan, the accrued benefit taken into account for an employee is not less than the accrued benefit taken into account for the first plan year unless the difference is attributable to using an estimate of the accrued benefit as of the Determination Date for the first plan year and using the actual accrued benefit as of the Determination Date for the second plan year.

For purposes of this paragraph (i), the valuation date is the valuation date used by the plan for computing plan costs for minimum funding, regardless of whether a valuation is performed that year.

If the plan provides for a nonproportional subsidy as described in Treasury Regulations Section 1.416-1 (T-26), the present value of accrued benefits shall be determined taking into account the value of nonproportional subsidized early retirement benefits and nonproportional subsidized benefit options.

(ii) The value of a person's accrued benefit under each Related Defined Contribution Plan in the Aggregation Group, determined as of the valuation date coincident with or immediately preceding the Determination Date, adjusted for contributions due as of the Determination Date, as follows:

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(A) in the case of a plan not subject to the minimum funding requirements of Internal Revenue Code Section 412, by including the amount of any contributions actually made after the valuation date but on or before the Determination Date, and, in the first plan year of a plan, by including

contributions made after the Determination Date that are allocated as of a date in that first plan year; and

(b) in the case of a plan that is subject to the minimum funding requirements, by including the amount of any contributions that would be allocated as of a date not later than the Determination Date, plus adjustments to those amounts as required under applicable rulings, even though those amounts are not yet required to be contributed or allocated (e.g., because they have been waived) and by including the amount of any contribution actually made (or due to be made) after the valuation date but before the expiration of the extended payment period in Internal Revenue Code Section 412(c)(10).

(iii) The aggregate value of amounts distributed during the plan year that includes the Determination Date or any of the four preceding plan years, including amounts distributed under a terminated plan which, if it had not been terminated, would have been in the Aggregation Group.

(iv) The following rules shall apply in determining the Present Value of Accrued Benefits:

(A) Amounts attributable to qualified voluntary employee contributions, as defined in Section 219(e) of the Internal Revenue Code, shall be excluded.

(B) In computing the Present Value of Accrued Benefits with respect to rollovers or plan-to-plan transfers, the following rules shall be applied to determine whether amounts which have been distributed during the 5-year period ending on the Determination Date from or accepted into this Plan or any plan in the Aggregation Group shall be included in determining the Present Value of Accrued Benefits:

(1) Unrelated Transfers accepted into the Plan

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or any plan in the Aggregation Group after December 31, 1983, shall not be included.

(2) Unrelated Transfers accepted on or before December 31, 1983, and all Related Transfers accepted at any time into the Plan

or any plan in the Aggregation Group shall be included.

(3) Unrelated Transfers made from the Plan or any plan in the Aggregation Group shall be included.

(4) Related Transfers made from the Plan or any plan in the Aggregation Group shall not be included (but shall be counted by the accepting plan).

(C) The Accrued Benefit of any individual who has not performed services for an Employer maintaining the Plan at any time during the five (5) year period ending on the Determination Date shall be excluded.

(g) "RELATED PLAN" means any other defined benefit plan or a defined contribution plan (as defined in Section 415(k) of the Code) maintained by an Employer or a Commonly Controlled Entity, respectively called a "Related Defined Benefit Plan" and a "Related Defined Contribution Plan".

(h) "RELATED TRANSFER" means a rollover or a plan-to-plan transfer which is either not initiated by the Employee or is made between plans each of which is maintained by a Commonly Controlled Entity.

(i) A "TOP HEAVY AGGREGATION GROUP" exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds sixty percent (60%) of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group; provided that, for purposes of determining the sum of Present Value of Accrued Benefits for all employees, there shall be excluded the Present Value of Accrued Benefits of any Non-Key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date. For purposes of applying the special rules herein with respect to a Super Top Heavy Plan, a Top Heavy Aggregation Group will also constitute a "SUPER TOP HEAVY AGGREGATION GROUP" if in any Plan Year as of the Determination Date, the sum of the Present Value of Accrued Benefits for

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Key Employees under all plans in the Aggregation Group exceeds ninety percent (90%) of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group.

(j) "TOP HEAVY BENEFIT SERVICE" means the number of Plan Years in which an Employee is a Participant and in which he completes 1,000 Hours of Service excluding:

(1) Plan Years commencing before January 1, 1984;

(2) Plan Years in which the Plan is not a Top Heavy Plan;

(3) If the Employee does not have any nonforfeitable interest in his Accrued Benefit, years of Top Heavy Benefit Service before any period of consecutive One Year Breaks in Service if the number of consecutive One Year Breaks in Service equals or exceeds the greater of

(A) five (5) consecutive One Year Breaks in Service, or

(B) the aggregate number of Plan Years during which the Participant had 1,000 Hours of Service before the consecutive One Year Breaks in Service;

(4) any years of Top Heavy Benefit Service earned before a One Year Break in Service until the Employee has completed one Year of Eligibility Service following the One Year Break in Service;

(5) for purposes of determining a Participant's years of Top Heavy Benefit Service before a period of five consecutive One Year Breaks in Service and a Termination of Employment, Years of Top Heavy Benefit Service after the period of five consecutive One Year Breaks in Service.

(k) "TOP HEAVY PLAN" means the Plan in any Plan Year in which the Plan is a member of a Top Heavy Aggregation Group. For purposes of applying the rules herein with respect to a Super Top Heavy Plan, a Top Heavy Plan will also constitute a "SUPER TOP HEAVY PLAN" if the Plan in any Plan Year is a member of a Super Top Heavy Aggregation Group, including a Super Top Heavy Aggregation Group consisting solely of the Plan.

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(l) "UNRELATED TRANSFER" means a rollover or a plan-to-plan transfer which is both initiated by the Employee and (a) made from a plan maintained by a Commonly Controlled Entity to a plan maintained by an employer which is not a Commonly Controlled Entity or (b) made to a plan maintained by a Commonly Controlled Entity from a plan maintained by an employer which is not a Commonly Controlled Entity.

13.3 SPECIAL TOP HEAVY PROVISIONS. For each Plan Year in which the Plan is a Top Heavy Plan, the following rules shall apply, except that the special provisions of this Section 13.3 shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employees if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representative and the Employer or Employers:

(a) MINIMUM BENEFITS. For the first Plan Year in which the Plan is a Top Heavy Plan and for every Plan Year thereafter, regardless of whether the Plan is a Top Heavy Plan, the Employer Funded Accrued Benefit of each Participant who is a Non-Key Employee shall be a monthly amount payable for life beginning at the Participant's Normal Retirement Date in an amount equal to the greater of

(i) the Actuarial Equivalent of such Participant's Employer Funded Accrued Benefit determined under Section 2.1, or

(ii) the lesser of:

(A) 20% of the Participant's Highest Average Monthly Compensation, or

(B) the sum of:

(1) the Actuarial Equivalent of such Participant's Employer Funded Accrued Benefit determined under Section 2.1 as though he had a Termination of Service on the last day of the Plan Year ("Last Pre-Top Heavy Year") immediately preceding the Plan Year in which the Plan first became a Top Heavy Plan, plus

(2) the product of the positive difference, if any, between

(I) 20% of such Participant's Highest

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Average Monthly Compensation, and

(II) the Actuarial Equivalent of such Participant's Employer Funded Accrued Benefit monthly benefit determined under Section 2.1 as though he had a Termination of Service on the last day of the Last Pre-Top Heavy Year;

multiplied by a fraction, the numerator of which is such Participant's years of Top Heavy Benefit Service (not in excess of 10), and the denominator of which is 10.

For purposes of determining whether a Non-Key Employee is a Participant entitled to the minimum benefit described in this paragraph (a), a Non-Key Employee will be treated as a Participant even if he is not otherwise a Participant or entitled to an accrual under the Plan because:

(i) he is not employed on a specified date,

(ii) he is excluded from participation in the Plan (or accrues no benefit) merely because his compensation is less than a stated amount, or

(iii) he is excluded from participation in the Plan (or accrues no benefit) merely because of a failure to make mandatory employee contributions or because of a withdrawal of mandatory employee contributions.

(b) VESTING. For each Plan Year in which the Plan is a Top Heavy Plan and for each Plan Year thereafter, the vested right of a Participant who has at least one hour of service after the Plan becomes a Top Heavy Plan to a percentage of his Employer Funded Accrued Benefit (to the extent the Accrued Benefit had not been forfeited prior to the Plan's becoming a Top Heavy Plan) shall be determined under the following tables:

TABLE I

For a Participant who does not have at least one Hour of Service on or after January 1, 1989:

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Years of Vesting Service	Vested Percentage
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

</TABLE>

TABLE II

For a Participant who has at least one Hour of Service on or after January 1, 1989:

<TABLE>
<CAPTION>

Years of Vesting Service	Vested Percentage
<S>	<C>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 or more	100%

</TABLE>

(c) COMPENSATION. For Plan Years beginning before January 1, 1989, Compensation taken into account for purposes of benefit accruals under the Plan in years in which the Plan is a Top Heavy Plan shall not exceed $200,000 (in 1984, adjusted in subsequent years for the cost of living adjustments determined in accordance with regulations prescribed by the Secretary of Treasury or his delegate pursuant to the provisions of Section 416(d)(2) of the Internal Revenue Code); except that this limitation on Compensation shall not apply in the case of Section 14.7 of the Plan. Notwithstanding the preceding sentence, Compensation in excess of $200,000 (adjusted as provided in the preceding sentence) for years before the Plan became a Top Heavy Plan, for purposes of Section 2.1, shall be taken into account (to the extent otherwise provided in the Plan) in determining a person's Accrued Benefit accrued in such years, and Compensation in excess of $200,000 (adjusted as provided in the preceding

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sentence) for years after the Plan ceases to be a Top Heavy Plan shall be taken into account (to the extent otherwise provided in the Plan) in determining a person's Accrued Benefit for all years, including years in which the Plan was a Top Heavy Plan.

(d) LIMITATIONS. In computing the limitations under Section 14.7 hereof for years in which the Plan is a Top Heavy Plan, the special rules of Section 416(h) of the Internal Revenue Code shall be applied in accordance with applicable regulations and rulings so that, in determining the denominator of the Defined Contribution Plan Fraction and the Defined Benefit Plan Fraction, at each place at which "1.25" would have been used, "1.00" shall be substituted and by substituting $41,500 for $57,875 in the numerator of the transition fraction described in Section 415(e)(1)(B) of the Internal Revenue Code, unless the Plan is not a Super Top Heavy Plan and the special requirements of Section 416(h)(2) of the Internal Revenue Code have been satisfied. The conditions of Section 416(h)(2) of the Internal Revenue Code

will have been satisfied by providing the minimum benefit under Section 13.3(a) that would be required if "30%" were substituted for "20%" in Section 13.3(a)(ii)(A) and Section 13.3(a)(ii)(B)(2)(i).

(e) TRANSITION RULE FOR A TOP HEAVY PLAN. Notwithstanding the provisions of Section 13.3(d), for each Plan Year in which the Plan is a Top Heavy Plan and in which the Plan does not meet the special requirements of Section 416(h)(2) of the Internal Revenue Code in the manner described in Section 13.3(d) in order to use 1.25 in the denominator of the Defined Contribution Plan Fraction and the Defined Benefit Plan Fraction, if an Employee was a participant in one or more defined benefit plans and in one or more defined contribution plans maintained by the employer before the plans became Top Heavy Plans and if such Participant's Combined Fraction exceeds 1.00 because of accruals and additions that were made before the plans became Top Heavy Plans, a factor equal to the lesser of 1.25 or such lesser amount (but not less than 1.00) as shall be needed to make the Employee's Combined Fraction equal to 1.00 shall be used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction if there are no further accruals or annual additions under any Top Heavy Plans until the Participant's Combined Fraction is not greater than 1.00 when a factor of 1.00 is used in the denominators of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction. Any provisions herein to the contrary notwithstanding, if the Plan is a Top Heavy Plan and the Plan does not meet the special requirements of Section 416(h)(2) of the Internal Revenue Code in the manner described in Section 13.3(d) in order to use 1.25 in

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the denominators of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction, there shall be no further accruals under the Plan for a Participant whose Combined Fraction is greater than 1.00 when a factor of 1.00 is used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction, until such time as the Participant's Combined Fraction is not greater than 1.00.

(f) TRANSITION RULE FOR A SUPER TOP HEAVY PLAN. Notwithstanding the provisions of Sections 13.3(d), and 13.3(e), for each Plan Year in which the Plan is a Super Top Heavy Plan, (1) if an Employee was a participant in one or more defined benefit plans and in one or more defined contribution plans maintained by the employer before the plans became Super Top Heavy Plans, and (2) if such Participant's Combined Fraction exceeds 1.00 because of accruals and additions that were made before the plans became Super Top Heavy Plans and if immediately before the plans became Super Top Heavy Plans the Combined Fraction as then

computed did not exceed 1.00, then a factor equal to the lesser of 1.25 or such lesser amount (but not less than 1.00) as shall be needed to make the Employee's Combined Fraction equal to 1.00 shall be used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction if there are no further accruals or annual additions under any Super Top Heavy Plans until the Participant's Combined Fraction is not greater than 1.00 when a factor of 1.00 is used in the denominators of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction. Any provisions herein to the contrary notwithstanding, if the Plan is a Super Top Heavy Plan, there shall be no further accruals under the Plan for a Participant whose Combined Fraction is greater than 1.00 when a factor of 1.00 is used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction until the Participant's Combined Fraction is not greater than 1.00.

(g) TERMINATED PLAN. If the Plan becomes a Top Heavy Plan after it has formally been terminated, has ceased crediting service for benefit accruals and vesting and has been or is distributing all plan assets to participants and their beneficiaries as soon as administratively feasible, or if the Plan has distributed all benefits of participants and their beneficiaries, the provisions of Section 13.3 shall not apply to the Plan.

(h) FROZEN PLANS. If the Plan becomes a Top Heavy Plan after benefit accruals have ceased but all assets have not been distributed to participants or their beneficiaries, the provisions of Section 13.3 shall apply to the Plan.

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(i) ACTUARIAL INCREASE OF SUSPENDED TOP HEAVY BENEFITS. If benefit payments are suspended hereunder pursuant to Section 5.6 on account of continuation in or resumption of employment after a person's Normal Retirement Date or after his benefit payments have begun, then upon resumption of benefit payments, the amount of such person's Top Heavy Benefits shall be increased to the Actuarial Equivalent of such Top Heavy Benefits determined as of the date benefit payments resume. For purposes of the preceding sentence, "TOP HEAVY BENEFITS" means the amount described in Section 13.3(a)(ii).

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 NON-ALIENATION OF BENEFITS.

(a) No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or other legal process, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefits, whether currently or thereafter payable, shall be void. No benefit, nor any fund which may be established for the payment of such benefits, shall, in any manner, be liable for or subject to the debts or liabilities of any person.

(b) Notwithstanding Section 14.1(a), the Board of Administration

(1) shall comply with an order entered on or after January 1, 1985 determined by the Board of Administration to be a Qualified Domestic Relations Order as provided in Section 14.1(c).

(2) shall comply with a domestic relations order entered before January 1, 1985 if benefits are already being paid under such order, and

(3) may treat an order entered before January 1, 1985 as a Qualified Domestic Relations Order even if it does not meet the requirements of Section 14.1(c).

(c) QUALIFIED DOMESTIC RELATIONS ORDER.

(1) "Qualified Domestic Relations Order" means any judgment,

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decree, or order (including approval of a property settlement agreement):

(A) which is made pursuant to a state domestic relations law (including a community property law),

(B) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant,

(C) which creates or recognizes the existence of an alternate payee's right to receive all or a portion of the Participant's Accrued Benefit under the Plan, and

(D) with respect to which the requirements of paragraphs (2) and (3) are met.

(2) A domestic relations order can be a Qualified Domestic Relations Order only if such order clearly specifies:

(A) the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order,

(B) the amount or percentage of the Participant's Accrued Benefit to be paid by the Plan to each such alternate payee, or the manner in which such amount or percentage is to be determined,

(C) the number of payments or period to which such order applies, and

(D) each Plan to which such order applies.

(3) A domestic relations order can be a Qualified Domestic Relations Order only if such order does not:

(A) require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan,

(B) require the Plan to provide increased benefits (determined on the basis of actuarial value), or

(C) require the payment of benefits to an alternate

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payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

(4) A domestic relations order shall not be treated as failing to meet the requirements of Section 14.1(c)(3)(A) solely because such order requires that payment of benefits be made to an alternate payee:

(A) in the case of any payment before a Participant has had a Termination of Employment, on or after the earlier of:

(i) the date on which the Participant is entitled to receive benefits under the Plan, or

(ii) the later of:

(A) the date the Participant attains age 50, or

(B) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant terminated employment,

(B) as if the Participant had retired on the date on which such payment is to begin under such order (but taking into account only the present value of the benefits actually accrued and not taking into account the present value of any employer subsidy for early retirement), and

(C) in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a Qualified Joint and Survivor Annuity with respect to the alternate payee and his or her subsequent spouse).

(5) To the extent provided in any Qualified Domestic Relations Order, the former spouse of a Participant, if married to the Participant for at least one (1) year, shall be treated as the surviving spouse of such Participant for purposes of receiving Qualified Joint and Survivor Pension, a surviving spouse's death benefit under Article VI, and giving a spousal consent to the extent

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provided in Section 5.2.

14.2 NO CONTRACT OF EMPLOYMENT. Nothing contained in this Plan shall be construed as a contract of employment between any Employer and any Participant or as creating a right of any Participant to be continued in the employment of any Employer.

14.3 TERMINATION OF EMPLOYMENT ON RETIREMENT. When a Participant has a Termination of Employment, his employment relationship shall be terminated, and his right to benefits shall be determined by the terms of this Plan.

14.4 LIMITATION ON VESTING. No person shall have any vested right to Employer Funded Accrued Benefits under this Plan until all of the applicable requirements for such benefits set forth in Articles IV and V (or Article XIII) have been fulfilled, and then

any such rights shall be subject to the limitation of Section 7.5.

14.5 TEMPORARY LIMITATIONS ON RETIREMENT BENEFITS PAYABLE TO 25 HIGHEST PAID EMPLOYEES. This Section 14.5 is effective for Plan Years commencing before January 1, 1992.

(a) The following special definitions shall apply under this Section 14.5:

(1) "HIGHLY PAID EMPLOYEE" means a Participant (i) who was among the 25 highest paid employees of a Controlled Group on the determination date and (ii) whose anticipated annual Retirement Benefits from Employer contributions exceed $1,500.

(2) "CONTROLLED GROUP" means an Employer and its Commonly Controlled Entities.

(3) "LIMITATION DATE" means, with respect to any Participant, the latest of the following on which the Participant was a Highly Paid Employee:

(i) the date the Plan was established;

(ii) the effective date of the participation in the Plan by the Participant's Employer; or

(iii) the date of an amendment to the Plan which substantially increased the Participant's Retirement Benefits.

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(4) "LIMITATION PERIOD" means, with respect to any Participant, the later of (i) ten years from the Limitation Date applicable to the Participant or (ii) the date on which the full current costs of the Plan have been met.

(b) If the Limitation Period with respect to any Participant has not expired then, except as provided in subparagraphs "(c)", "(d)" and "(e)" below, the Participant's Retirement Benefits shall be limited as provided in this subparagraph (b). If a Participant is subject to the provisions of this Section 14.5, the Retirement Benefits payable to him shall not exceed the Retirement Benefits which can be provided from the greatest of (1), (2) or (3) subject to (4):

(1) The Employer contributions (or funds attributable thereto) which would have been applied to provide Retirement Benefits for the Participant if the

Plan had not been amended on the Participant's Limitation Date and had continued without change;

(2) $20,000; or

(3) The sum of (i) the Employer contributions (or funds attributable thereto) which would have been applied to provide benefits for the Participant if the Plan had been terminated on the date before the Participant's Limitation Date (if applicable) and (ii) an amount computed by multiplying the number of years for which the current costs of the Plan have been met, after the Participant's Limitation Date by 20% of the first $50,000 of the Participant's average annual compensation during his last 5 years of employment;

(4) provided, however, notwithstanding any provision hereof to the contrary, that the amount in Sections 14.5(b)(2) and 14.5(b)(3) shall not be less than the present value of whichever of the following amounts is applicable:

(i) in the case of a Participant who is a substantial owner described in ERISA Section 4022(b)(5), the present value of the benefit guaranteed for such Participant under ERISA Section 4022, if the Plan has terminated, or the present value of the benefit that would be guaranteed, if the Plan terminated on the date the benefit commences, determined in accordance with regulations of the PBGC; or

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(ii) in the case of a Participant other than a substantial owner described in ERISA Section 4022(b)(5), the present value of the maximum benefit described in ERISA Section 4022(b)(3)(B) (determined on the date the Plan terminates or on the date benefits commence whichever is earlier, and determined in accordance with regulations of the PBGC without regard to any other limitations in ERISA Section 4022).

(c) The limitations described above may be exceeded for the purpose of making current payments of Retirement Benefits to retired Participants who would otherwise be subject to such restrictions, provided that:

(1) The contributions which may be used for any such retired Participant in accordance with the restrictions heretofore indicated are applied to provide either a level amount of pension in the basic form of

benefit provided for under the Plan for such Participant, or a level amount of pension in an optional form of benefit not greater in amount than the level amount of pension under the basic form of benefit;

(2) The pension thus provided is supplemented by monthly payments to the extent necessary to provide the full pension in the basic form called for by the Plan; and

(3) Such supplemental payments are made only if (i) the full current costs of the Plan have been met or (ii) the aggregate of such supplemental payments for all such retired Participants does not exceed the aggregate Employer Contributions already made under the Plan in the year then current.

(d) The limitations in this Section 14.5 shall automatically become inoperative and of no effect upon a ruling by the Internal Revenue Service that such limitations are not required.

(e) If regulations are issued modifying the limitations described in this Section, the Plan shall be amended in a timely fashion to incorporate such modified regulations; and prior to such amendment, the Plan shall be administered in accordance with the modified regulations.

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14.6 LIMITATIONS ON RETIREMENT BENEFITS PAYABLE TO HIGHLY COMPENSATED PARTICIPANTS. Effective for Plan Years commencing on or after January 1, 1992, any provision of the Plan to the contrary notwithstanding, benefits and distributions under the Plan shall be subject to the limitations imposed under this Section 14.6.

(a) DEFINITIONS. The following special definitions apply under this Section 14.6:

(1) "BENEFIT PAYMENTS," for purposes of Section 14.6(b), include loans in excess of the amounts set forth in Section 72(p)(2)(A) of the Internal Revenue Code, any periodic income, any withdrawal values payable to a living Employee, and death benefits not provided for by insurance on the Employees's life.

(2) "CURRENT LIABILITIES," for purposes of this Section 14.6, means current liabilities as defined in Section 412(l)(7); provided, however, the Company may use either (A) the value of current liabilities as reported on Schedule B of the Plan's most recent, timely

filed Form 5500 or Form 5500 C/R or (B) the value of current liabilities as of a later date.

(3) "HIGHLY COMPENSATED EMPLOYEE" means, for any Plan Year, any individual who performs services as an employee for an Employer or a Commonly Controlled Entity during the Plan Year and who at any time during the Plan Year or the preceding Plan Year:

(A) is a more than five percent (5%) owner (or is considered as owning more than five percent (5%) within the meaning of Section 318 of the Internal Revenue Code) ("5% Owner") of the Employer or a Commonly Controlled Entity.

(B) receives Compensation in excess of $75,000 (in 1987, adjusted in subsequent years from time to time in accordance with regulations or rulings under Section 414(q) of the Internal Revenue Code).

(C) (1) receives Compensation in excess of $50,000 (in 1987, adjusted in subsequent years from time to time in accordance with regulations or rulings under Section 414(q) of the Internal Revenue Code) and (2) is in the group consisting of the top twenty percent (20%) of the total number of persons

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employed by the Employer and Commonly Controlled Entities when ranked on the basis of Compensation paid during such year provided that, for purposes of determining the total number of persons employed by the Employer and Commonly Controlled Entities, the following employees shall be excluded:

(i) employees who have not completed an aggregate of six (6) months of service during the year and the preceding year,

(ii) employees who work less than seventeen and one-half (17-1/2) hours per week for 50% or more of the total weeks worked by such employees during the year,

(iii) employees who normally work during not more than six (6) months during any year,

(iv) employees who have not attained age 21 by the end of the year, and

(v) except to the extent provided in regulations to be prescribed by the Secretary of the Treasury, employees who are members of a collective bargaining unit represented by a collective bargaining agent with which the Employer or a Commonly Controlled Entity has or has had a bargaining agreement.

(D) (1) is an officer of the Employer or a Commonly Controlled Entity, provided that no more than a total of fifty (50) persons (or, if lesser, the greater of three (3) persons or ten percent (10%) of persons employed (excluding the employees described in Section 14.6(a)(3)(C)(i) through (v)) by the Employer and Commonly Controlled Entities shall be treated as Highly Compensated Employees under this subparagraph (D) for any Plan Year, and (2) receives Compensation in excess of fifty percent (50%) of the amount in effect under Section 415(b)(1)(A) of the Internal Revenue Code $90,000 (in 1987, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Internal Revenue Code), provided that, if, for any Plan Year, no officer of the Employer and all Commonly Controlled Entities receives Compensation in excess

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of the applicable amount under this subparagraph (D), then the highest paid officer of the Employer and Commonly Controlled Entities shall be treated as a Highly Compensated Employee for such Plan Year.

(E) In the case of the Plan Year for which the relevant determination is being made, any Participant not described in subparagraph (B), (C), or (D) for the preceding Plan Year (without regard to this sentence) shall not be treated as described in subparagraph (B), (C), or (D) unless such Participant is a member of the group consisting of the one hundred (100) employees of the Employer and Commonly Controlled Entities paid the greatest Compensation during the Plan Year for which such determination is being made.

(F) For purposes of this Section 14.6(a)(3), the Compensation (1) of any Highly Compensated Employee in the group consisting of the ten (10) employees of the Employer and Commonly Controlled Entities paid the greatest Compensation (without regard to this sentence) or (2) of any 5% Owner of

the Employer or a Commonly Controlled Entity shall include any Compensation paid to a spouse, lineal ascendants or descendants, or any spouse of such lineal ascendants or descendants ("Family Member") of such Highly Compensated Employee or 5% Owner, and such Family Member shall not be treated as an employee for purposes of this Section 14.6(a)(3).

(G) A former employee shall also be treated as a Highly Compensated Employee for a Plan Year if such former employee had a Termination of Employment prior to such Plan Year and was a Highly Compensated Employee (within the meaning of subparagraphs (A) through (F) above) for either the Plan Year in which he had a Termination of Employment or any Plan Year ending on or after his 55th birthday.

(H) For purposes of this Section 14.6(a)(3), an employee who performs no services for the Employer or Commonly Controlled Entities during a Plan Year (for example, an employee who is on an Authorized Leave of Absence throughout the Plan Year) shall be treated as having had a Termination of Employment in the Plan Year in which he last performed services for the Employer or a Commonly Controlled Entity.

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(I) For purposes of subparagraph (G) above, an employee who performs services for the Employer or a Commonly Controlled Entity during a Plan Year shall nevertheless be deemed to have had a Termination of Employment (solely for purposes of determining whether such employee is a Highly Compensated Employee under subparagraph (G) for any period after he has an actual Termination of Employment) if (1) in a Plan Year prior to his attainment of age 55, the employee receives Compensation in an amount less than 50% of his average annual Compensation for the three consecutive calendar years preceding such Plan Year during which his Compensation was the greatest (or the total period of the employee's service with the Employer and Commonly Controlled Entities, if less) and (2) after such Plan Year in which the employee is deemed to have had a Termination of Employment and before the Plan Year in which the employee has an actual Termination of Employment, the employee's services for and Compensation from the Employer and Commonly Controlled Entities do not increase significantly.

(J) For purposes of this Section 14.6(a)(3), employees who are nonresident aliens and who receive no earned income (within the meaning of Section 911(d)(2) of the Internal Revenue Code) from the Employer or a Commonly Controlled Entity which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Internal Revenue Code) shall not be treated as employees.

(4) "HIGHLY COMPENSATED PARTICIPANT" means an Employee or a former Employee who is one of the 25 Highly Compensated Employees with the greatest Compensation (as defined in Section 2.13 for purposes of determining Highly Compensated Employees).

(b) RESTRICTION ON RETIREMENT BENEFITS OF HIGHLY COMPENSATED EMPLOYEES UPON PLAN TERMINATION. In the event that the Plan is terminated, the Retirement Benefit of any Participant who is a Highly Compensated Employee shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Internal Revenue Code.

(c) RESTRICTIONS ON DISTRIBUTIONS TO HIGHLY COMPENSATED PARTICIPANTS. The annual payments to a Highly Compensated Participant shall not exceed an amount equal to the payments that would be made on behalf of the Highly Compensated Participant under a Single Life Annuity

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that is the Actuarial Equivalent of the sum of the Highly Compensated Participant's Accrued Benefit and the Highly Compensated Participant's other benefits under the Plan. The limitation imposed under this Section 14.6(c) shall not apply, however, if

(1) after payment to a Highly Compensated Participant of all Benefit Payments, the value of Plan assets equals or exceeds 110 percent of the value of Current Liabilities (as determined on the same date as the Plan assets);

(2) the value of the Benefit Payments for a Highly Compensated Participant is less than 1 percent of the value of Current Liabilities before distribution; or

(3) the payment is made pursuant to Section 5.7(a).

14.7 MAXIMUM PENSIONS.

(a) Any provisions of the Plan to the contrary notwithstanding, except as provided below in this Section 14.7, a Participant's Retirement Benefits

attributable to Employer contributions, when expressed as a yearly pension, shall not exceed the Participant's Maximum Annual Benefit. For purposes of this Section 14.7, Maximum Annual Benefit shall mean the lesser of $90,000 (in 1987) (the "Dollar Limit") or 100% of the Participant's average annual Compensation ("Highest Average Compensation") for the Participant's highest three consecutive calendar years, reduced by the annual pension, if any, payable to the Participant under any other defined benefit plan maintained by the Employer (or any Commonly Controlled Entity) to the extent attributable to contributions by the Employer (or any Commonly Controlled Entity), subject to the following:

(i) If the form of Retirement Benefits payable to a Participant is other than a Single Life Annuity, or a qualified joint and survivor annuity as defined in Section 401(a)(11) of the Internal Revenue Code, the Participant's annual Retirement Benefits shall not exceed the Actuarial Equivalent of the Maximum Annual Benefit payable in the form of a Single Life Annuity.

(ii) No adjustment shall be made to the Maximum Annual Benefit on account of the age of the Participant at the time Retirement Benefits commence unless Retirement Benefits commence prior to the Participant's having attained the Social Security Retirement Age in

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which case the Dollar Limit shall be reduced to the Actuarial Equivalent of a benefit commencing at the Social Security Retirement Age.

If the Participant is past the Social Security Retirement Age when his Retirement Benefits commence, the Dollar Limit shall be increased to the Actuarial Equivalent of a Single Life Annuity beginning at the Social Security Retirement Age. Any reduction or increase of the Dollar Limit made pursuant to this Section 14.7(a)(ii) shall be made in accordance with such rules or regulations as prescribed by the Secretary of the Treasury.

(iii) If the Participant has fewer than ten years of participation in the Plan at retirement, the Dollar Limit component of the Maximum Annual Benefit shall be multiplied by a fraction, of which the numerator is his years and fractions of years of participation in the Plan and the denominator is 10. If the Participant has fewer than ten years of Vesting Service with an Employer (including service as an employee or partner of any other Commonly Controlled Entity) at retirement, the Highest Average Compensation component of the Maximum Annual Benefit shall be multiplied by a fraction, of

which the numerator is such years and fractions of years of Vesting Service and the denominator is 10; provided, however, that the Maximum Annual Benefit shall not be reduced, pursuant to this Section 14.7(a), to an amount less than 1/10 of the Maximum Annual Benefit determined without regard to this Section 14.7(a)(iii).

(iv) The Dollar Limit component of the Maximum Annual Benefit shall be increased as permitted by applicable governmental regulations and rulings to reflect cost-of-living adjustments.

(v) If a Participant is also a participant in any defined contribution plan of the Employer (or any Commonly Controlled Entity) including the defined contribution plan portion of the Plan with respect to any Participant contributions made to the Plan, and if the sum of the Participant's defined benefit plan fraction (as defined in Section 415(e)(2) as modified by Section 416(h)(1) of the Internal Revenue Code) and the Participant's defined contribution plan fraction (as defined in Section 415(e)(3) as modified by Section 416(h)(1) of the Internal Revenue Code) exceeds 1.0 (such sum called the "Combination Factor"), the Participant's Maximum Annual Benefit shall be reduced to the extent necessary to reduce

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such sum to 1.0. For purposes of the last Plan Year beginning before January 1, 1987, an amount, determined as prescribed by regulations, shall be subtracted from the numerator (not exceeding such numerator) of the defined contribution plan factor so that the Combination Factor does not exceed 1.0 for such Plan Year. The annual additions for any plan year of such defined contribution plan beginning before January 1, 1987 shall not be recomputed to treat any Participant contributions or employee contributions under such plan as an annual addition.

(vi) In no event shall the Maximum Annual Benefit of a Participant be less than an amount, if any, equal to the Accrued Benefit he would have been entitled to receive under the terms of the Plan as in effect on December 31, 1986 as if the Participant had a Termination of Employment on December 31, 1986.

(b) If a Participant in the Plan was a participant under the provisions of the Prior Plan in effect on December 31, 1975 ("Pre-ERISA Plan"), Retirement Benefits payable hereunder to such Participant shall not be less than the pension benefits that would have been payable to him had the Pre-ERISA Plan remained in effect until such Participant's Termination of Employment, considering such

Participant's compensation as determined under the Pre-ERISA Plan as of December 31, 1975 and such Participant's service accumulated until his Termination of Employment.

(c) If a Participant in the Plan is a participant in another defined benefit plan or is or was a participant in another defined contribution plan and such other plan was previously not a plan of the Employer or a Commonly Controlled Entity but becomes a plan of the Employer or a Commonly Controlled Entity in any year, the Participant's Maximum Annual Benefit may exceed the limitations set forth in this Section 14.7 in such year and in any other year on account of the aggregation of such other plan with this Plan, provided that the following conditions are met with respect to such other plan:

(1) if the other plan is a defined benefit plan, the Participant's accrued benefit derived from employer contributions under such plan is not increased and no voluntary contributions to the plan are made by the Participant in any year in which the limitations set forth in Section 14.7(a) would be exceeded.

(2) if the other plan is a defined contribution plan, no

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employer contributions or forfeitures are allocated to the Participant's account and no voluntary or mandatory contributions to the plan are made by the Participant in any year in which the limitations set forth in Section 14.7(a) would be exceeded.

If the limitations of Section 14.7(a) may be exceeded by reason of the preceding provisions of this Section 14.7(c), the Participant shall not accrue any additional employer funded benefits under the Plan for such year or for any subsequent year until the limitations set forth in Section 14.7(a) (without regard to the provisions of this Section 14.7(c) would not be exceeded on account of such accruals. In the event the foregoing conditions with respect to such other plans are not met, this Section 14.7(c) shall not apply.

14.8 LIMITATION ON LIABILITY. The Employer, or any agent or representative of the Employer who is an Employee, officer, or director of an Employer and the Board of Administration do not in any manner guarantee the Trust Fund against loss or depreciation, and to the extent not prohibited by federal law, none of them shall be liable (except for his own gross negligence or willful misconduct), for any act or failure to act done or omitted in good faith with respect to the Plan. The Employer shall not be responsible for any act or failure to act of any Trustee appointed to administer the Trust Fund.

14.9 COMPANY MERGER. In the event that any successor corporation to the Company, by merger, consolidation, purchase or otherwise, shall elect to adopt the Plan, such successor corporation shall be substituted hereunder for the Company upon filing in writing with the Trustee its election to do so.

14.10 PLAN MERGER. The Plan shall not merge or consolidate with, or transfer any assets or liabilities to any other plan, unless each Participant would receive a benefit immediately after the merger, consolidation or transfer (if the Plan were then terminated) which is equal to or greater than the benefit he would have been entitled to immediately before the merger, consolidation, or transfer (if the Plan were then terminated).

14.11 HEADINGS AND GENDER. The headings of articles are included solely for convenience of reference, and if there is any conflict between such heading and the text of this Plan, the text shall control. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also in the feminine gender in all cases where they would so apply.

14.12 UNIFORM AND NON-DISCRIMINATORY TREATMENT. Any discretion exercisable hereunder by an Employer or the Board of Administration shall be exercised in a uniform and non-discriminatory manner.

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14.13 LAW GOVERNING. This Plan shall be construed according to the laws of the State of Michigan, other than its laws respecting choice of law, to the extent not preempted by federal law.

Executed this day of , 1994.

CHECKER MOTORS CORPORATION

By________________________

ATTEST:

____

EX-99.2-81

APPENDIX I
TO THE
CHECKER MOTORS CORPORATION
SALARIED PENSION PLAN

BENEFIT ACCRUED PRIOR TO JANUARY 1, 1989

The portion of a Participant's Accrued Benefit accrued prior to January 1, 1989 is equal to the sum of (a) and (b), determined on the basis of such Participant's Benefit Service and Average Monthly Compensation as of the earlier of the Participant's actual Termination of Employment or December 31, 1988, andsubject to a maximum of $20,500 per month; provided, however, (i) a Participant who, on April 1, 1981, was participating under the Plan as it existed prior to January 1, 1981 shall be entitled to an Accrued Benefit which shall not be less than the Actuarial Equivalent of the sum of his Accrued Contributory Pension and his Accrued Normal Retirement Pension determined as of April 1, 1981, under the terms of the Prior Plan in effect as of December 31, 1980; (ii) a Participant who, on December 31, 1984 was participating under the Plan as it existed prior to January 1, 1985 shall be entitled to an Accrued Benefit which shall not be less than the Actuarial Equivalent of the sum of his Accrued Contributory Pension and his Accrued Normal Retirement Pension determined as of December 31, 1984, under the terms of the Plan in effect as of December 31, 1984; (iii) a Participant who, on December 31, 1985 was participating under the Plan as it existed prior to January 1, 1986 shall be

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entitled to an Accrued Benefit which shall not be less than the Actuarial Equivalent of the sum of his Accrued Contributory Pension and his Accrued Normal Retirement Pension determined as of December 31, 1985, under the terms of the Plan in effect as of December 31, 1985; and (iv) a Participant who, on December 31, 1988 was participating in the Plan as it existed prior to January 1, 1989 shall be entitled to an Accrued Benefit which shall not be less than the Actuarial Equivalent of the greater of his Employee Funded Accrued Benefit and his Accrued Benefit based on Average Monthly Compensation determined on December 31, 1988 under the terms of the Plan in effect as of December 31, 1988; where:

(a) is

(1) for Participants who have a Termination of Employment prior to June 1, 1985, $11.00 multiplied by the Participant's Benefit Service for years in which he did not make Participant contributions to the Plan throughout the Plan Year, or

(2) for Participants who have a Termination of Employment on or after June 1, 1985, $16.00 multiplied by the Participant's Benefit Service for years in which

he did not make Participant contributions to the Plan throughout the Plan Year; and

(b) is the greater of (1) or (2) where

(1) is 2% of the Participant's Average Monthly Compensation, multiplied by the Participant's Benefit Service for years in which the Participant made Participant contributions to the Plan throughout the Plan Year, reduced by 75% of the Participant's Primary Social Security Benefit, and

(2) is

(A) for Participants who had a Termination of Employment prior to June 1, 1985, $16.50 multiplied by the Participant's Benefit Service for years in which the Participant made Participant contributions to the Plan throughout the Plan Year, or

(B) for Participant's who have a Termination of Employment on or after June 1, 1985, $21.50 multiplied by the Participant's Benefit Service for years in which the

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Participant made Participant contributions to the Plan throughout the Plan Year.

Not more than a total of 45 years of Benefit Service may be credited under Subsections (a) and (b) above: provided that for persons who have a Termination of Employment prior to January 1, 1985, not more than a total of 41 years of Benefit Service may be credited under Subsections (a) and (b) above.

A Participant shall be deemed to have been making contributions for years of Benefit Service earned prior to the Company's offering a contributory pension hereunder to the same extent as the Participant's service was treated as Credited Service under the contributory part of the Prior Plan.

A Participant shall be deemed to have been making contributions for years of Benefit Service earned while an Eligible Employee, excluding any period of time during which he was not eligible to make contributions to the Prior Plan, prior to the date he initially becomes eligible to make Participant contributions, provided he elects to make Participant contributions as of the date he initially becomes eligible to do so.

To the extent a Participant is credited with Years of Benefit Service pursuant to Section 2.53(c), 2.53(d) or 2.53(e), such Years of Benefit Service shall be treated as years for which the Participant did not make Participant contributions to the Plan.

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EX-99.3-1

COMPOSITE

CHECKER EMPLOYEES' 401(k)

RETIREMENT BENEFIT PLAN

REFLECTING ALL AMENDMENTS TO DATE

EX-99.3-2

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EX-99.3-6

ARTICLE I

GENERAL

1.1 ESTABLISHMENT AND EFFECTIVE DATE. The Checker Employees' 401(k) Retirement Benefit Plan (the "Plan") is established effective January 1, 1990, as set forth herein. [THE FOLLOWING SENTENCE IS EFFECTIVE PRIOR TO JULY 1, 1994] It is intended that this Plan shall qualify under Sections 401(a) and 401(k) of the Code. [THE FOLLOWING SENTENCE IS EFFECTIVE AFTER JUNE 30, 1994] The Plan is intended to be a profit sharing plan qualified under Sections 401(a) and 401(k) of the Internal Revenue Code, and is intended to meet the requirements relating to participant directed accounts contained in the Department of Labor regulations promulgated under Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

1.2 APPLICABILITY. The Plan shall apply to persons who are Employees of an Employer on or after January 1, 1990, except as otherwise specifically provided herein.

ARTICLE II

DEFINITIONS

When used herein the following words shall have the following meanings unless the context clearly indicates otherwise.

2.1 "ACCOUNT" or "ACCOUNTS" means a Participant's share in the Trust. Each Participant shall have the following Accounts:

(a) A "401(k) ACCOUNT" to which shall be credited the Participant's 401(k) Contributions made to the Trust in accordance with Section 4.1, and Special Employer Contributions made to the Trust in accordance with Sections 4.3 and 5.3(b), plus income and gains and less expenses and losses attributable thereto. A Participant's 401(k) Account shall be reduced by any distributions therefrom and shall be fully vested and nonforfeitable.

(b) A "MATCHING CONTRIBUTION ACCOUNT" to which shall be credited the Participant's Matching Contributions and Forfeitures made to the Trust

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in accordance with Sections 4.2 and 8.5(e), and Special Employer Contributions made to the Trust in accordance with Sections 4.3 and 5.4(b), plus income and gains and less expenses and losses attributable thereto. A Participant's Matching Contribution Account shall be reduced by any distributions therefrom and shall vest in accordance with Sections 8.5 and 11.4.

(c) A "PROFIT SHARING CONTRIBUTION ACCOUNT" to which shall be credited the Participant's Profit Sharing Contributions made to the Trust in accordance with Section 4.4 and Minimum Employer Contributions, if any, made to the Plan pursuant to Section 12.3(a), plus income and gains and less expenses and losses attributable thereto. A Participant's Profit Sharing Contribution Account shall be reduced by any distributions therefrom and shall be vested in accordance with Sections 8.5 and 11.4.

(d) A "ROLLOVER CONTRIBUTION ACCOUNT" to which shall be credited the Participant's Rollover Contributions made to the Trust in accordance with Section 4.7 plus income and gains and less expenses and losses attributable thereto. A Participant's Rollover Contribution Account shall be reduced by any distributions therefrom and shall be fully vested and nonforfeitable.

2.2 "ACCRUED BENEFIT" means a Participant's interest in the Trust composed of such Participant's Accounts. The value of an Accrued Benefit at any time during any Plan Year shall be its value as adjusted on the coinciding or immediately preceding Valuation Date.

2.3 "ACTIVE PARTICIPANT" means

(a) with respect to Profit Sharing Contributions, Matching Contributions, and Special Employer Contributions made pursuant to Sections 4.3 and 5.4(b), a Participant

(1) who is an Eligible Employee as of the last day of the Plan Year or

(2) who was an Eligible Employee as of any day of the Plan Year and had a Termination of Employment during the Plan Year on account of death, Disability or on or after Normal Retirement Date; or

(b) for all other purposes, a Participant who is an Eligible Employee on any day of the Plan Year.

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2.4 "AUTHORIZED LEAVE OF ABSENCE" means any absence authorized by an Employer under the Employer's standard personnel practices. An absence due to service in the Armed Forces of the United States shall be considered an Authorized Leave of Absence provided that the Employee returns to employment with the Employer with reemployment rights provided by law.

2.5 "BENEFICIARY" means any person designated by the Plan or by a Participant in accordance with Section 8.3 to receive any benefits which shall be payable under the Plan on the Participant's death.

2.6 "BENEFICIARY DESIGNATION FORM" means the form provided or permitted by the Committee on which the Participant, in accordance with Section 8.3, may (a) designate his Beneficiary, (b) select the form of his Beneficiary's benefit and (c) elect to permit his Beneficiary to change the form of the Beneficiary's benefit.

2.7 "BOARD OF DIRECTORS" means the board of directors of Checker Motors Corporation, as general partner of the Company.

2.8 "CODE" means the Internal Revenue Code of 1986, as amended from time to time and any subsequent Internal Revenue Code. References to any section of the Code shall be deemed to include similar sections of the Code as renumbered or amended.

2.9 "COMMITTEE" means the committee appointed pursuant to Article IX to administer the Plan.

2.10 "COMMONLY CONTROLLED ENTITY" means a corporation, trade, or business if it and an Employer are members of a controlled group of corporations as defined in Section 414(b) of the Code or under common control as defined in Section 414(c) of the Code or members of an affiliated service group as defined in Section 414(m) of the Code or members of a group the members of which are required to be aggregated pursuant to regulations under Section 414(o) of the Code.

2.11 "COMPANY" means Checker Motors Co., L.P., or any successor entity by merger, consolidation, purchase, or otherwise which elects to adopt the Plan and Trust.

2.12 "COMPENSATION" means the amounts described below.

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(a) Except as provided in (b) and (c), Compensation means the total amount of cash compensation paid during the Plan Year to a Participant, while a Participant in the Plan, by the Employer including regular salary, wages, commissions, bonus, and overtime and any amounts by which the Employee's compensation is reduced by salary reduction or any similar arrangement under the Plan, any Related Plan or any cafeteria plan (as described in Code Section 125) maintained by an Employer, but excluding any other benefits paid under the Plan or under any other qualified plan described in Section 401(a) of the Code, or other deferred compensation, stock options, or any other distributions which receive special tax benefit.

(b) For purposes of determining the limitations under Section 6.5 and Article XII (except for determining a Key Employee under Section 12.2(d)), Compensation means total compensation paid to the Employee by an Employer or a Commonly Controlled Entity in the Plan Year, not increased by

any amount by which the Employee's compensation is reduced by salary reduction or any similar arrangement under the Plan, any Related Plan or any cafeteria plan (as described in Code Section 125) maintained by an Employer or Commonly Controlled Entity, and excluding any benefits under the Plan or any other qualified plan described in Section 401(a) of the Code, or other deferred compensation, stock options, or any other distributions which receive special tax benefit;

(c) For purposes of determining Highly Compensated Employees under Section 2.26, Key Employees under Section 12.2(d), the Actual Deferral Percentage under Section 5.3 and the Average Contribution Percentage under Section 5.4, Compensation means total compensation paid to an Employee by an Employer or Commonly Controlled Entity during the Plan Year, increased by any amounts by which the Employee's compensation is reduced by salary reduction or similar arrangement under the Plan, any Related Plan or any cafeteria plan (as described in Code Section 125) maintained by an Employer or a Commonly Controlled Entity, and excluding any benefits paid under the Plan or under any other qualified plan described in Section 401(a) of the Code, and excluding other deferred compensation, stock options and any other distributions which receive special tax benefit. [EFFECTIVE FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1992] Notwithstanding the foregoing provisions of this Section 2.12(c), for the purpose of determining the Actual Deferral Percentage under Section 5.3 and the Average Contribution Percentage under Section 5.4, the Plan Administrator may, for any Plan Year, limit the period used to determine an Employee's compensation to that portion of the Plan Year in which the

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Employee was an Eligible Employee, provided that such limit is applied uniformly to all Eligible Employees under the Plan for the Plan Year. The Plan Administrator may change such determination from Plan Year to Plan Year.

(d) Notwithstanding any other provision of the Plan to the contrary, except for purposes of determining Highly Compensated Employees under Section 2.26 and except for purposes of Section 6.5, the amount of an Employee's annual Compensation taken into account under the Plan shall not exceed the following limitations:

(i) for Plan Years ending on or before December 31, 1993, $200,000, adjusted from time to time by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code; and

(ii) for Plan Years beginning on or after January 1, 1994, $150,000 as adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with

Section 401(a)(17)(B) of the Code, and prorated for any period that consists of fewer than 12 months.

For purposes of the preceding sentence, in determining the Compensation of any Employee who is a Highly Compensated Employee in the group consisting of the top ten persons employed by the Company and all Commonly Controlled Entities who are paid the greatest compensation (without regard to this sentence), or any Five Percent Owner, there shall be included the Compensation paid to such Employee's spouse and any lineal descendant of the Highly Compensated Employee who has not attained age 19 before the end of the applicable Plan Year.

2.13 "DISABILITY" or "DISABLED" means an injury or illness which qualifies the Participant for permanent disability insurance payments in accordance with the Federal Social Security Act, provided that if the Participant is not entitled to receive permanent disability insurance payments under the Federal Social Security Act for reasons not associated with the seriousness and permanency of his incapacity, the Committee may, in its discretion, make a determination of whether the Participant has incurred a Disability by applying those standards applied to determine whether a Participant is entitled to receive permanent disability payments under the

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Federal Social Security Act, other than those not associated with the seriousness or permanency of the Participant's incapacity.

2.14 "EFFECTIVE DATE" means January 1, 1990.

2.15 "ELIGIBILITY COMPUTATION PERIOD" means the 12 consecutive month period commencing with the date that an Employee is employed (or reemployed after a One Year Break in Service) by an Employer or other Commonly Controlled Entity, and, thereafter, each Plan Year commencing with the Plan Year which includes the first anniversary of the employment (or reemployment after a One-Year Break in Service) by the Employer or Commonly Controlled Entity.

2.16 "ELIGIBLE EMPLOYEE" means any Employee who is employed by an Employer, including a person on an Authorized Leave of Absence, but excluding (a) any Employee who is a member of a collective bargaining unit represented by a collective bargaining agent with which the Employer has or has had a bargaining agreement, unless an agreement between the Employer and the collective bargaining agent requires that members of the collective bargaining unit participate in the Plan, and (b) those Employees who were eligible to participate in the Yellow Cab Company - Local 777 DUOC Pension Plan and those Employees who are in the same job category as those Employees who were so eligible.

2.17 "EMPLOYEE" means any person who is employed by the Company or Commonly Controlled Entity excluding an independent contractor and any leased employee (as defined in Section 414(n) of the Code).

2.18 "EMPLOYER" means the Company and any other Commonly Controlled Entity which, pursuant to Section 13.1 of the Plan, elects to adopt the Plan and the Trust Agreement.

2.19 "EMPLOYER CONTRIBUTIONS" means the following payments made from time to time by an Employer to the Trustee:

(a) "401(k) CONTRIBUTIONS" made pursuant to Section 4.1;

(b) "MATCHING CONTRIBUTIONS" made pursuant to Section 4.2;

(c) "PROFIT SHARING CONTRIBUTIONS" made pursuant to Section 4.4;

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(d) "SPECIAL EMPLOYER CONTRIBUTIONS" made pursuant to Section 4.3; and

(e) "MINIMUM EMPLOYER CONTRIBUTIONS", if any, made pursuant to Section 12.3(a).

2.20 "ENTRY DATE" means April 1, 1990 and July 1, 1990, and thereafter, January 1 and July 1 of each Plan Year.

2.21 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.22 "FAMILY MEMBER" shall mean an Employee who is a spouse, a lineal ascendant or descendant, or the spouse of a lineal ascendant or descendant of any Highly Compensated Employee who is in the group consisting of the ten persons employed by the Company or Commonly Controlled Entity paid the greatest Compensation (without regard to this sentence) or any Five Percent Owner and such spouse, lineal ascendants or descendants, or their spouses. A Family Member shall not be treated as an individual for purposes of determining Compensation under the Plan.

2.23 "401(k) ELECTION" means the election to have Compensation reduced which has been made on a properly completed and executed form which has been filed by the Participant with the Committee in accordance with Sections 4.1 and 4.5.

2.24 "401(k) ELECTION FORM" means the form provided by the Committee to the Participant for the purpose of making 401(k) Elections, as provided in Sections 4.1 and 4.5.

2.25 "FORFEITURE" means the portion of a Participant's Accrued Benefit which is forfeited as provided in Section 8.5 or Section 13.5.

2.26 "HIGHLY COMPENSATED EMPLOYEE" means the individuals described below.

(a) For any Plan Year (subject to subsections (b) and (c)), a Highly Compensated Employee is any Participant who at any time during the Plan Year or the preceding Plan Year:

(1) was an Employee and at any time a more than five percent

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(5%) owner, as defined in Code Section 416(i)(1) (or was considered as owning more than five percent (5%) within the meaning of Section 318 of the Code) ("Five Percent Owner"), of the Company or Commonly Controlled Entity who was employed by the Company or a Commonly Controlled Entity;

(2) received Compensation in excess of $85,485 (in 1990, adjusted from time to time by the Secretary of Treasury at the same time and in the same manner as under Section 415(d) of the Code);

(3) (A) received Compensation in excess of $56,990 (in 1990, adjusted from time to time by the Secretary of Treasury at the same time and in the same manner as under Section 415(d) of the Code) and (B) was in the group consisting of the top 20% of the total number of Employees of the Company and Commonly Controlled Entities when ranked on the basis of Compensation paid during such year; provided that, for purposes of determining the total number of Employees of the Company and Commonly Controlled Entities, the following individuals shall be excluded:

individuals who have not completed six months of service,

individuals who normally work less than 17-1/2 hours per week,

individuals who normally work during not more than six months during any year,

individuals who have not attained age 21,

except to the extent provided in regulations, individuals who are members of a collective bargaining unit represented by a collective bargaining agent with which the Company

or Commonly Controlled Entity has or has had a bargaining agreement, and

individuals who are non-resident aliens and who receive no earned income (within the meaning of Code Section 911(d)(2)) from the Company or a Commonly Controlled Entity

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which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)); or

(4) was at any time an officer of the Company or a Commonly Controlled Entity and received Compensation greater than 50% of the amount (the "Dollar Limit") in effect under Section 415(b)(1)(a) of the Code ($102,582 in 1990, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Code); provided that no more than a total of 50 individuals (or, if less, the greater of 3 individuals or 10% of the Employees of the Company and Commonly Controlled Entities) shall be treated as officers; and further provided that the individuals excluded under Section 2.26(a)(3) shall also be excluded under this Section 2.26(a)(4). If, for the Plan Year for which the determination is being made and the preceding Plan Year, no officer of the Company or Commonly Controlled Entity receives Compensation greater than 50% of the applicable Dollar Limit, then the highest paid officer of the Company or Commonly Controlled Entity shall be treated as a Highly Compensated Employee for the Plan Year for which the determination is being made.

(b) Any individual not described in subsection (2), (3) or (4) for the preceding Plan Year shall not be treated as described in subsection (2), (3), or (4) for the Plan Year unless such individual is a member of the group consisting of the 100 Employees of the Company and Commonly Controlled Entities who were paid the greatest Compensation during the Plan Year for which such determination is being made.

(c) A former Employee shall be treated as a Highly Compensated Employee if such individual was a Highly Compensated Employee at the time of his Termination of Employment or at any time after attaining age 55.

The Committee may elect to apply Section 2.26(a)(3)(i), (ii), (iii) or (iv) by substituting a shorter period of service, smaller number of hours or months, or lower age for period of service, number of hours or months, or age (as applicable) than that specified in such Sections.

Solely for purposes of this Section, the Compensation of (1) any Highly

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Compensated Employee in the group consisting of the ten (10) persons employed by the Company or Commonly Controlled Entity paid the greatest Compensation (without regard to this sentence), or (2) any Five Percent Owner of the Company or Commonly Controlled Entity, shall include any Compensation paid to a Family Member.

2.27 "HOUR OF SERVICE" means each hour for which an Employee is paid, or entitled to payment, by an Employer or a Commonly Controlled Entity:

(a) for the performance of duties;

(b) on account of a period of time during which no duties were performed; provided that, no more than 1,000 Hours of Service shall be credited for any single continuous period during which an Employee performs no duty, and provided that Hours of Service shall not be credited for payments made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws, or for reimbursement of medical expenses; and

(c) for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Employer; provided that the same Hours of Service have not already been credited under (a) or (b) above.

For Employees who are paid on other than an hourly basis, Hours of Service shall be credited for each payroll period of the Employee for which the Employee
receives or is entitled to receive compensation according to the following chart:

<TABLE>
<CAPTION>

Payroll Period	Hours of Service Credited
<S>	<C>
(1) Daily	10
(2) Weekly	45
(3) Bi-Monthly	95
(4) Monthly	190

</TABLE>

To the extent not credited above, for periods of Authorized Leave of Absence, an Employee shall be credited with the number of hours for which he would have been regularly scheduled for such periods if he had not been on such Authorized Leave of Absence.

To the extent not credited above, solely for purposes of avoiding a One Year Break in Service, for periods of absence from work on account of Parental Leave, an Employee shall be credited, but not in excess of the number of Hours of Service required to

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bring the total of Hours of Service for the Eligibility Computation Period or Plan Year, as applicable, to 501, with

(1) the Hours of Service which normally would have been credited to such individual but for the Parental Leave or

(2) 8 Hours of Service per day of such absence if the Plan is unable to determine the Hours of Service which would have been credited to such individual but for the Parental Leave.

An Employee's Hours of Service for absence on account of Parental Leave shall be credited to the Eligibility Computation Period or Plan Year, as applicable, in which absence because of a Parental Leave commenced, except that if such Hours of Service are not needed to prevent a One Year Break in Service in the Eligibility Computation Period or Plan Year, as applicable, in which the absence because of Parental Leave commenced and if such Parental Leave continues into a subsequent Eligibility Computation Period or Plan Year, as applicable, the Hours of Service shall be credited to the subsequent Eligibility Computation Period or Plan Year, as applicable.

The determination of Hours of Service for reasons other than the performance of duties shall be determined in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(b), and Hours of Service shall be credited to computation periods in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(c).

2.28 "INVESTMENT FUND" means any of the funds designated from time to time by the Committee pursuant to Section 7.7 for the investment of Trust Fund assets.

2.29 "NON-HIGHLY COMPENSATED EMPLOYEE" means an Employee who is neither a Highly Compensated Employee nor a Family Member.

2.30 "NORMAL RETIREMENT DATE" means the date on which a Participant attains age 65.

2.31 "ONE YEAR BREAK IN SERVICE" means (a) for purposes of determining Years of Eligibility Service, an Eligibility Computation Period during which the Employee is not credited with at least 501 Hours of Service; and (b) for purposes of determining Years of Vesting Service, a Plan Year during which a Participant is credited with less than 501 Hours of Service.

2.32 "PARENTAL LEAVE" means a period of time during which an Employee is absent from work: (a) by reason of the pregnancy of the Employee, (b) by

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reason of the birth of a child of the Employee, (c) by reason of the placement of a child with the Employee in connection with the adoption of such child by such

Employee, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement. An absence from work shall not be a Parental Leave unless the Employee furnishes the Committee such timely information as may reasonably be required to establish that the absence from work was for one of the reasons specified in this Section 2.33 and the number of days for which there was such an absence. Nothing contained herein shall be construed to establish an Employer policy of treating a Parental Leave as an Authorized Leave of Absence.

2.33 "PARTICIPANT" means an Eligible Employee participating in the Plan as provided in Article III.

2.34 "PLAN" means the Checker Employees' 401(k) Retirement Benefit Plan, as set forth herein and as from time to time amended.

2.35 "PLAN ADMINISTRATOR" means the person, persons or group appointed to act as Plan Administrator under Section 9.11, and in the absence of such appointment, the Committee.

2.36 "PLAN YEAR" means the calendar year.

2.37 "RELATED PLAN" means any other defined contribution plan or a defined benefit plan (as defined in Section 415(k) of the Code) maintained by an Employer or a Commonly Controlled Entity, respectively called a "Related Defined Contribution Plan" and a "Related Defined Benefit Plan."

2.38 "REQUIRED BEGINNING DATE" means April 1 of the calendar year following:

(a) for a Participant to whom Section 2.38(b) does not apply, the calendar year in which the Participant reaches age 70-1/2, and

(b) for a Participant who reached age 70-1/2 prior to January 1, 1988 and who is not a Five Percent Owner of the Employer (as defined in Section 2.26(e)) at any time during the calendar year in which he reached age 70-1/2 or any of the four (4) prior Plan Years, the calendar year in which he has a Termination of Employment, provided that if any such Participant becomes a Five Percent Owner during any Plan Year after he reaches age 70-1/2, the "REQUIRED BEGINNING DATE" for such Participant

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shall be the April 1 of the calendar year following the calendar year in which such Plan Year ends.

2.39 "ROLLOVER CONTRIBUTION" shall mean a rollover contribution as described in Code Section 402(a)(5) [CODE SECTION

402(c), EFFECTIVE JANUARY 1, 1993], Code Section 403(a)(4), or Code Section 408(d)(3).

2.40 "TERMINATION OF EMPLOYMENT" means (a) a resignation by an Employee for any reason, (b) a dismissal or layoff of an Employee for any reason, (c) death or retirement, (d) a failure to return to work without reasonable cause, as determined by the Employer, after the conclusion of an Authorized Leave of Absence or (e) any other termination of employment. The transfer of an Employee from employment by an Employer or a Commonly Controlled Entity to employment by another Employer or a Commonly Controlled Entity shall not be a Termination of Employment.

2.41 "TRUST" means the trust established and maintained for the purposes of the Plan, which is administered by the Trustee in accordance with the provisions of the Trust Agreement.

2.42 "TRUST AGREEMENT" means the agreement between the Company and the Trustee establishing the Checker Employees' 401(k) Retirement Benefit Trust, and any amendments thereto.

2.43 "TRUST FUND" means all property, real or personal, received or held by the Trustee plus all income and gains and minus all losses, expenses, and distributions chargeable thereto.

2.44 "TRUSTEE" means any corporation, individual or individuals who shall accept the appointment as trustee to execute the duties of the Trustee, as specifically set forth in the Trust Agreement.

2.45 "VALUATION DATE" means the last business day of the Plan Year and such additional dates as the Committee shall deem appropriate.

2.46 "YEAR OF ELIGIBILITY SERVICE" means an Eligibility Computation Period during which an Employee is credited with at least 1,000 Hours of Service.

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2.47 "YEAR OF VESTING SERVICE" means

(a) Except as otherwise provided below, each calendar year during which an Employee is credited with at least 1,000 Hours of Service.

(b) Except as otherwise provided below, an Employee's years and fractions of years of service in the armed forces of the United States, if he retains employment rights with the Employer or a Commonly Controlled Entity under the laws of the United State and if he resumes employment with the Employer or a Commonly Controlled Entity following the expiration of such military service but only to the extent required by law to be recognized by this Plan.

(c) With respect to an Employee who, immediately prior to December 31, 1989, was employed by International Controls Corp. and who became an Employee on January 11, 1989, for periods prior to January 11, 1989, a number of Years of Vesting Service equal to his full years of service credited for vesting purposes under the Retirement Plan for Great Dane Trailers, Inc. as of January 11, 1989.

(d) With respect to any other Employee whose service prior to 1990 was determined on the basis of elapsed time, the number of full years of service credited to the employee prior to 1990; provided that for periods prior to January 1, 1986, a Participant who was a participant in the Checker Taxi Company, Inc. Pension Plan for Salaried Employees or the Calumet Insurance Company Salaried Pension Plan (collectively, the "Merged Plans") on December 31, 1985 shall not be credited with Years of Vesting Service as provided above, but shall be credited with his years of vesting service credited under the Merged Plans as of December 31, 1985.

Notwithstanding the foregoing, in determining a Participant's Years of Vesting Service, the following shall be excluded:

(e) If a Participant who has no vested interest in any Employer Contributions incurs five (5) or more consecutive One Year Breaks in Service, Years of Vesting Service accrued prior to such consecutive One Year Breaks in Service shall be excluded;

(f) If a Participant has a One Year Break in Service, the Participant's Vesting Service prior to the One Year Break in Service shall be excluded until the Participant has completed one year of Vesting Service after the One Year Break in Service;

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(g) If a Participant has a Termination of Employment and receives a distribution of less than 100% of his Accrued Benefit, then, upon his reemployment, the Vesting Service with which he was credited for the period prior to such Termination of Employment shall be excluded unless the Participant repays such distribution in accordance with Section 8.5(d);

(h) Years of Vesting Service accrued prior to attainment of age 18 shall be excluded.

ARTICLE III

PARTICIPATION

3.1 PARTICIPATION. Each Eligible Employee shall become a Participant on the first Entry Date coinciding with or next following the date on which he completes one (1) Year of Eligibility Service and attains age twenty-one (21). Each Participant shall continue to be a Participant until the later of his Termination of Employment or the date his entire vested Accrued Benefit is distributed from the Plan.

Admission to participation in the Plan shall only be made when an Eligible Employee is not on an Authorized Leave of Absence or serving with the Armed Forces of the United States.

3.2 CERTIFICATION OF PARTICIPATION AND COMPENSATION TO COMMITTEE. Each Employer shall certify to the Committee, within a reasonable time after each Entry Date, the names of all new Participants. Each Employer, within a reasonable time after the last day of each Plan Year, shall certify to the Committee each Participant's Compensation during such Plan Year and such other information as the Committee may request.

3.3 PARTICIPATION UPON CHANGE OF JOB STATUS. An Employee who has satisfied the age and service requirements of Section 3.1, but who is not a Participant because he is not an Eligible Employee, shall become a Participant on the Entry Date coincident with or next following his becoming an Eligible Employee, but not earlier than the date he would have become a Participant had he been an Eligible Employee at all times, provided that such Eligible Employee's 401(k) Election shall not become effective prior to the first day of the payroll period coinciding with or next following the date on which he

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becomes a Participant.

3.4 PARTICIPATION UPON REEMPLOYMENT. An Employee who has a Termination of Employment and thereafter becomes an Eligible Employee shall become a Participant immediately upon becoming an Eligible Employee; provided, however, that in the case of an Employee who was not a Participant immediately before such Termination of Employment the Employee shall not become a Participant earlier than the date he would have become a Participant had he been an Eligible Employee at all times, and further provided that such Eligible Employee's 401(k) Election shall not become effective prior to the first day of the payroll period coinciding with or next following the date on which he becomes a Participant.

ARTICLE IV

CONTRIBUTIONS

4.1 401(k) CONTRIBUTIONS.

(a) 401(k) CONTRIBUTIONS. Each Active Participant shall, commencing as of the first day of the payroll period coinciding with or next following the date on which he becomes a Participant, have his Compensation reduced for each Plan Year by the amount (if any) specified in his 401(k) Election made in accordance with this Section 4.1(a) and Section 4.5. Each Employer shall contribute to the Trust, as a 401(k) Contribution on behalf of each Active Participant employed by the Employer, the amount by which such Participant's Compensation has been reduced under such Participant's 401(k) Election. For each Plan Year [COMMENCINIG PRIOR TO JANUARY 1, 1991], the 401(k) Election, if any, of a Participant shall equal a minimum of one percent (1%) up to a maximum of six percent (6%) of his Compensation, except that, for the Plan Year commencing January 1, 1990, a Participant making a 401(k) Election on or before March 30, 1990 shall have his Compensation reduced commencing with Compensation paid on or after April 1, 1990, and the 401(k) Election, if any, of the Participant shall equal a minimum of one and one third percent (1-1/3%) up to a maximum of eight percent (8%) of his Compensation paid on or after April 1, 1990. For each Plan Year [COMMENCING ON OR AFTER JANUARY 1, 1991], the 401(k) Election, if any, of a Participant shall

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equal a minimum of one percent (1%) up to a maximum of ten percent (10%) (or such greater or lesser percentage as teh Committee may from time to time determine) of his Compensation. A Participant's 401(k) Election, if any, shall be made by written authorization in increments of 1% (for Plan Years beginning on or after January 1, 1991), in accordance with such rules as the Committee, in its discretion, shall from time to time specify; provided that 401(k) Contributions for any calendar year or Plan Year shall be subject to Section 5.2 and shall not exceed an amount which may from time to time be established by the Committee or a pro rata portion of said amount for any partial Plan Year or calendar year of contributions.

(b) DEADLINE FOR 401(k) CONTRIBUTIONS. Each Employer shall contribute the 401(k) Contributions for each Plan Year to the Trustee as soon as reasonably possible after the Participant's Compensation has been reduced for each pay period at such time as the Committee shall from time to time determine, but not later than twelve (12) months after the last day of the Plan Year to which such 401(k) Contribution relates or, with the approval of the Committee, by such later

date as may be permitted under applicable law, Treasury Regulations and Rulings of the Internal Revenue Service.

4.2 MATCHING CONTRIBUTIONS.

(a) MATCHING CONTRIBUTIONS. For each Plan Year, each Employer shall contribute on behalf of each Active Participant employed by the Employer a Matching Contribution in an amount equal to twenty-five percent (25%) (or such lesser or greater percentage as the Board may determine) of that portion of such Active Participant's 401(k) Contribution made pursuant to Section 4.1 which does not exceed four percent (4%) of such Active Participant's Compensation. Notwithstanding the foregoing, for the Plan Year beginning January 1, 1990 the amount of the Matching Contribution shall be equal to twenty-five percent (25%) (or such lesser or greater percentage as the Board may determine) of that portion of such Active Participant's 401(k) Contribution made pursuant to Section 4.1 which does not exceed five and one-third percent (5-1/3%) of such Active Participant's Compensation paid on or after April 1, 1990.

(b) DEADLINE FOR CONTRIBUTIONS. Matching Contributions for each

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Plan Year shall be delivered to the Trustee as soon as reasonably possible after the end of the Plan Year on or before such date as the Committee shall specify, but not later than the due date for the filing of the federal income tax return (including any extensions) of the Employer for the tax year during which the last day of such Plan Year occurs.

4.3 SPECIAL EMPLOYER CONTRIBUTIONS.

(a) SPECIAL EMPLOYER CONTRIBUTIONS. For each Plan Year, the Company may, on or before the due date (including extensions) for filing the Company's federal income tax return for the tax year during which the last day of such Plan Year occurs, elect to have the Company and the other Employers make Special Employer Contributions to the Trust in such amounts (if any) as the Company may determine. In any Plan Year in which the Company elects to have such Special Employer Contributions made, each Employer shall contribute a fractional portion of the Special Employer Contribution in an amount equal to the total Special Employer Contribution multiplied by a fraction, (a) in the case of a Special Employer Contribution made for purposes of Section 5.3(b), the numerator of which is the 401(k) Contributions made for all Active Participants of the Employer who are Non-highly Compensated Employees for the Plan Year, and the denominator of which is the total of all 401(k) Contributions for the Plan Year made for Active Participants who are Non-highly Compensated Employees, and (b) in the case of a Special Employer Contribution made for purposes of Section 5.4(b),

the numerator of which is the Matching Contribution made for all Active Participants of the Employer who are Non-highly Compensated Employees for the Plan Year, and the denominator of which is the total of all Matching Contributions for the Plan Year made for Active Participants who are Non-highly Compensated Employees.

(b) DEADLINE FOR SPECIAL EMPLOYER CONTRIBUTIONS. Special Employer Contributions for each Plan Year shall be delivered to the Trustee on or before such date as the Committee shall specify, but not later than the due date for the filing of the federal income tax return (including extensions) of the Employer for the tax year during which the last day of such Plan Year occurs.

4.4 PROFIT SHARING CONTRIBUTIONS.

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(a) PROFIT SHARING CONTRIBUTIONS. For each Plan Year the Company shall contribute to the Trust for Active Participants who are Employees of the Company as Profit Sharing Contributions such amount, if any, as may be determined by the Board of Directors, but in no event shall the Company contribute an amount for any Plan Year greater than the maximum amount deductible from income by the Company under the provisions of the Code.

(b) OTHER PROFIT SHARING CONTRIBUTIONS. Each other Employer shall contribute to the Trust for each Plan Year for each Active Participant who is an Employee of that Employer as Profit Sharing Contributions an amount which is equal to the product of (1) the total Compensation for the Plan Year paid to Active Participants by such Employer, multiplied by (2) a fraction, the numerator of which is the Company's Profit Sharing Contribution for the Plan Year and the denominator of which is the total Compensation for the Plan Year paid to Active Participants by the Company.

(c) DEADLINE FOR PROFIT SHARING CONTRIBUTIONS. The Profit Sharing Contributions for each Plan Year shall be delivered to the Trustee on or before the due date (including extensions thereof) for the filing of the federal income tax return of the Employer for the tax year within which or during which the last day of such Plan Year occurs. If the Employer makes Profit Sharing Contributions to the Plan for a Plan Year prior to the end of a Plan Year, the contributions shall be held in a separate suspense account until allocated pursuant to Section 5.1.

4.5 401(k) ELECTIONS. [EFFECTIVE PRIOR TO JULY 1, 1994] A Participant may make, change or revoke a 401(k) Election by filing with the Committee written notice of such election, change or revocation on such form and in such manner as the Committee may prescribe, provided that a 401(k) Election or a change or revocation shall apply solely to Compensation not yet payable as of the date of such election, change or revocation. A 401(k)

Election or change in a Participant's 401(k) Election shall be made as of January 1 or July 1 of any Plan Year ("Election Date"), and shall be effective on the first day of the payroll period which commences following such Election Date, except that the initial 401(k) Election of persons becoming eligible to participate in the Plan on April 1, 1990 shall be effective as provided in Section 4.1(a). A revocation of a Participant's 401(k) Election may be made at any time and shall be effective on the first day of the payroll period which commences after such revocation is filed or at such later date as the Participant shall specify. Thereafter a new 401(k) Election may not be made until the next Election Date. The 401(k) Election by the Participant shall

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continue in effect, notwithstanding any change in Compensation, until such Participant shall change or revoke such 401(k) Election or until he shall cease to be an Active Participant.

[EFFECTIVE AFTER JUNE 30, 1994] A Participant may make, change or revoke a 401(k) Election by filing with the Committee written notice of such election, change or revocation on such form and in such manner as the Committee may prescribe, provided that a 401(k) Election or a change or revocation shall apply solely to Compensation not yet payable as of the date of such election, change or revocation. A 401(k) Election or change in a Participant's 401(k) Election may be made as of the first day of any calendar quarter ("Election Date"), and shall be effective on the first day of the payroll period which commences following such Election Date. A revocation of a Participant's 401(k) Election may be made at any time and shall be effective on the first day of the payroll period which commences after such revocation is filed or at such later date as the Participant shall specify. Thereafter a new 401(k) Election may not be made until the next Election Date. Except as provided in Section 4.1, the 401(k) Election by the Participant shall continue in effect, notwithstanding any change in Compensation, until such Participant shall change or revoke such 401(k) Election or until he shall cease to be an Active Participant.

4.6 PREVENTED CONTRIBUTIONS. Notwithstanding the provisions of Sections 4.1, 4.2, 4.3, and 4.4 no Employer shall make any contribution for any Plan Year in excess of the maximum amount deductible from income by the Employer for the Plan Year under the provisions of the Code.

4.7 ROLLOVER CONTRIBUTIONS. [THE FOLLOWING SENTENCE IS EFFECTIVE PRIOR TO DECEMBER 15, 1994] Notwithstanding the provisions of Section 3.1, the Committee may, at the request of an Eligible Employee, direct the Trustee to accept a Rollover Contribution to the Plan for such Eligible Employee provided the Committee reasonably anticipates he will meet the requirements of Section 3.1, to be held in the Rollover Contribution Account for such person, regardless of whether he has fulfilled the

requirements for participation under Section 3.1; provided, however, that if any such Rollover Contribution includes property other than money, the Committee may in its sole discretion refuse to accept such Rollover Contribution or may condition its acceptance of such Rollover Contribution upon such terms and conditions as the Committee in its sole discretion may deem

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reasonable. [THE FOLLOWING SENTENCE IS EFFECTIVE AFTER DECEMBER 14, 1994] Notwithstanding the provisions of Section 3.1, the Committee may, at the request of an Eligible Employee, direct the Trustee to accept a cash Rollover Contribution (including a direct rollover from another qualified plan) to the Plan for such Eligible Employee provided the Committee reasonably anticipates he will meet the requirements of Section 3.1, to be held in the Rollover Contribution Account for such person, regardless of whether he has fulfilled the requirements for participation under Section 3.1. Prior to the acceptance of a Rollover Contribution, the Committee may require the submission of evidence so that it may be reasonably satisfied that such Rollover Contribution qualifies as a Rollover Contribution. If the Committee shall determine subsequent to any Rollover Contribution that such contribution did not in fact constitute a qualified Rollover Contribution, the amount of his Rollover Contribution Account shall be returned to the Eligible Employee or Participant. An Eligible Employee making a Rollover Contribution who is otherwise ineligible to be a Participant shall be a Participant solely for the purpose of making and withdrawing such contributions until he meets the other requirements for participation in the Plan.

All Rollover Contributions are fully vested and nonforfeitable.

ARTICLE V

RESTRICTIONS AND LIMITATIONS ON CONTRIBUTIONS

5.1 ORDER OF APPLICATION OF THE RESTRICTIONS AND LIMITATIONS ON CONTRIBUTIONS. Sections 5.2, 5.3, 5.4, 5.5, and 6.5 shall be applied in sequential order to contributions under the Plan.

5.2 RESTRICTIONS ON 401(k) CONTRIBUTIONS. Notwithstanding the provisions of Section 4.1, 401(k) Contributions for any Participant or group of Participants shall not exceed either the maximum dollar amount permitted under Section 402(g) of the Code as set forth in Sections 5.2(a) or 5.2(b) or the amounts permitted under the non-discrimination rules of Section 401(k) of the Code as set forth in Section 5.3 and in Section 5.5:

(a) DEFERRAL LIMITS. Notwithstanding anything in Sections 4.1, 4.2 or 4.5 to the contrary, (1) an Active Participant's 401(k) Contributions under the Plan and his elective deferrals (as defined in Section 402(g) of the Code)

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under any Related Plan for any taxable year shall not exceed $7,979 (in 1990, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of Treasury or his delegate and increased in accordance with the provisions of Sections 402(g)(4) and 402(g)(8) of the Code) with respect to any Participant who participates in a plan described in Section 403(b) of the Code or who is a qualified employee in a plan of a qualified organization (as defined in Code Section 402(g)(8)); and (2) the Committee may, in its discretion, limit the periodic amount of 401(k) Contributions for Active Participants to a pro rata portion of such annual limit with such rounding and other administratively desirable provisions as it from time to time deems appropriate.

(b) AGGREGATE DEFERRAL. [EFFECTIVE FOR PLAN YEARS COMMENCING BEFORE JANUARY 1, 1994] If for any taxable year, the Participant notifies the Committee in writing prior to March 1 (or such later date as the Committee permits, but no later than April 15) of the succeeding taxable year that the sum of (1) the Participant's 401(k) Contributions, (2) any elective deferrals (as defined in Section 402(g) of the Code) under a Related Plan, and (3) other elective deferrals (as defined in Section 402(g) of the Code) exceeds $7,979 (in 1990, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of Treasury or his delegate, and increased in accordance with the provisions of Sections 402(g)(4) and 402(g)(8) of the Code as applicable), then the Committee shall, not later than the April 15 following the receipt of such notice, distribute to the Participant all or such portion of the Participant's 401(k) Contributions for such taxable year as requested in writing, but no more than the amount necessary to eliminate the excess. Any income allocable to such excess amount, determined under Section 5.2(c), shall also be distributed.

[EFFECTIVE FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1994] If for any taxable year, the Participant notifies the Committee in writing prior to March 1 (or such later date as the Committee permits, but no later than April 15) of the succeeding taxable year that the sum of (1) the Participant's 401(k) Contributions, (2) any elective deferrals (as defined in Section 402(g) of the Code) under a Related Plan, and (3) other elective deferrals (as defined in Section 402(g) of the Code) exceeds $7,979 (in 1990, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of Treasury or his delegate, and increased in accordance with the provisions of Sections 402(g)(4) and 402(g)(8) of the Code as applicable), then the Committee shall, not later than the April 15 following the receipt of such notice, distribute to the Participant all or such portion of the Participant's 401(k) Contributions (by first distributing unmatched Participant 401(k) Contributions and

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then matched Participant 401(k) Contributions) for such taxable year as requested in writing, but no more than the amount necessary to eliminate the excess. Any income allocable to such excess amount, determined under Section 5.2(c), shall also be distributed. Any Matching Contributions (including any net income allocable to such forfeited Matching Contributions determined in accordance with Section 5.2(c)) made with respect to such distributed Participant 401(k) Contributions shall be forfeited and allocated in accordance with Section 6.2.

(c) ALLOCATION OF INCOME. [EFFECTIVE FOR PLAN YEARS COMMENCING BEFORE JANUARY 1, 1994] Income equal to the sum of the amounts determined under (1) and (2) below shall be allocated to and distributed with any amounts distributed to a Participant as follows:

(1) INCOME FOR PLAN YEAR. Income for a completed Plan Year shall equal the net income for the Plan Year allocable to a Participant's 401(k) Account multiplied by a fraction, the numerator of which is the amount of 401(k) Contributions so distributed and the denominator of which is the balance of such Account as of the last day of the Plan Year (prior to distribution of any 401(k) Contribution for such taxable year and prior to allocation of income, gains, losses and expenses thereto).

(2) INCOME FOR PERIOD BETWEEN END OF PLAN YEAR AND Distribution. Income for the period between the end of a Plan Year and the date of a distribution shall equal the product of the number of months which has elapsed since the end of the preceding Plan Year and the date of the distribution, multiplied by ten percent (10%), multiplied by the income allocated to such distributed amounts under subsection (1) above. For this purpose, a distribution made on or before the 15th day of a month shall be deemed to be made on the last day of the prior month, and a distribution made after the 15th day of a month shall be deemed to be made on the first day of the next month.

[EFFECTIVE FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1994] Income equal to the sum of the amounts determined under (1) and (2) below shall be allocated to and distributed (or forfeited, as applicable) with any amounts distributed to a Participant or forfeited as follows:

(1) INCOME FOR TAXABLE YEAR. Income for a completed taxable year shall equal the net income for the taxable year allocable to a Participant's 401(k) Account (or Matching Contribution Account, as

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applicable) multiplied by a fraction, the numerator of which is the amount of 401(k) Contributions so distributed (or Matching Contributions so forfeited) and the denominator of which is the balance of such Account as of the last day of the taxable year (prior to distribution of any 401(k) Contribution or forfeiture of any Matching Contribution for such taxable year and prior to allocation of income, gains, losses and expenses thereto).

(2) INCOME FOR PERIOD BETWEEN END OF TAXABLE YEAR AND DISTRIBUTION. Income for the period between the end of a taxable year and the date of a distribution or forfeiture shall equal the product of the number of months which has elapsed since the end of the preceding taxable year and the date of the distribution or forfeiture, multiplied by ten percent (10%), multiplied by the income allocated to such distributed or forfeited amounts under subsection (1) above. For this purpose, a distribution or forfeiture occurring on or before the 15th day of a month shall be deemed to occur on the last day of the prior month, and a distribution or forfeiture occurring after the 15th day of a month shall be deemed to occur on the first day of the next month.

5.3 401(k) DISCRIMINATION LIMITS.

(a) LIMITS ON DEFERRAL PERCENTAGES. For any Plan Year, Section 401(k)(3) Contributions, as defined below, shall in all events be caused to comply with the requirements of Section 401(k)(3) of the Code. The requirements of Section 401(k)(3) of the Code are as follows:

(1) either the excess of the actual deferral percentage (as defined below) for such Plan Year for Active Participants who are Highly Compensated Employees over that of Active Participants who are Non-highly Compensated Employees is not more than two (2) percentage points, and the actual deferral percentage for such Plan Year for Active Participants who are Highly Compensated Employees is not more than the actual deferral percentage for such Plan Year of Active Participants who are Non-highly Compensated Employees multiplied by two (2), or

(2) the actual deferral percentage for such Plan Year for the Active Participants who are Highly Compensated Employees is not more than the actual deferral percentage for such Plan Year of Active Participants who are Non-highly Compensated Employees

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multiplied by 1.25.

(b) SECTION 401(k)(3) CONTRIBUTIONS. "Section 401(k)(3) Contributions" include 401(k) Contributions and, at the Committee's election, all or any portion of the Special Employer Contributions, or the matching contributions (as defined in Section 401(m)(4)(a)) and/or qualified nonelective contributions (as defined in Section 401(m)(4)(c) of the Code) made under any Related Plan to the extent permitted in applicable regulations and to the extent the Committee separately accounts therefor (including separate accounting for income, gains, losses, withdrawals, and other credits or charges).

(c) ACTUAL DEFERRAL PERCENTAGE. The actual deferral percentage for a specified group of Participants for a Plan Year shall be the average of the ratios (calculated separately for each Active Participant in such group) of the amount of Section 401(k)(3) Contributions actually made on behalf of each such Active Participant for such Plan Year (excluding excess deferrals of Non-highly Compensated Employees to the Plan or any Related Plan) divided by the Active Participant's Compensation. Such ratios and the actual deferral percentage for each group shall be calculated to the nearest one-hundredth of one percent.

(d) LIMITS ON SECTION 401(k)(3) CONTRIBUTIONS. The Committee may establish, from time to time, such rules, restrictions, and limitations as it may deem appropriate to insure that Section 401(k)(3) Contributions made to the Plan satisfy the requirements of Section 401(k)(3) of the Code as set forth herein. If the Committee determines that it is necessary or desirable, the Committee may reduce or completely disallow 401(k) Contributions for Highly Compensated Employees, including 401(k) Contributions already made to the Plan for that Plan Year.

Upon reduction or disallowance by the Committee, the amount by which the 401(k) Contributions of Highly Compensated Employees exceed the Committee's determination of allowable 401(k) Contributions for Highly Compensated Employees for the Plan Year shall be reduced under the following leveling method: the unmatched 401(k) Contributions and, if necessary, the matched 401(k) Contributions with respect thereto of the Highly Compensated Employee with the highest actual deferral percentage shall be reduced to the extent necessary to enable the Plan to satisfy the

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requirement of Section 401(k)(3) of the Code or to reduce such Highly Compensated Employee's actual deferral percentage to equal that of the Highly Compensated Employee with the next highest actual deferral percentage. This process shall be repeated until the Plan satisfies the requirements of Section 401(k)(3) of the Code. The Committee shall, after the close of the Plan Year, and no later than 12 months

following the close of the Plan Year in which the reduced 401(k) Contributions were deferred, distribute the amount of such contributions, including any income earned on such amounts (determined under Section 5.3(f)), to the Highly Compensated Employees on whose behalf such contributions were made. [EFFECTIVE FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1994] Any Matching Contributions (including any net income allocable thereto determined in accordance with Section 5.3(f)) made with respect to such distributed matched 401(k) Contributions shall be forfeited and allocated in accordance with Section 6.2.

(e) AGGREGATION RULES. Notwithstanding the foregoing provisions in this Section 5.3, if a Related Plan which contains a cash or deferred arrangement and the Plan are treated as one plan for purposes of Section 401(a)(4) or 410(b) of the Code, such plans shall be treated as one arrangement under this Section 5.3, and if a Highly Compensated Employee is a participant under a cash or deferred arrangement under the Plan and a Related Plan, such plans shall be treated as one arrangement for purposes of determining the actual deferral percentage for such Participant.

For purposes of determining the actual deferral percentage of an Active Participant who is a Five Percent Owner or an Employee who is a Highly Compensated Employee in the group consisting of the top ten (10) persons employed by the Company and all Commonly Controlled Entities who are paid the greatest compensation, the Section 401(k)(3) Contributions and Compensation of such Active Participant shall include the Section 401(k)(3) Contributions and Compensation of Family Members, and Family Members shall be disregarded as Active Participants in determining the actual deferral percentage both for Active Participants who are Highly Compensated Employees and Active Participants who are Non-highly Compensated Employees.

(f) ALLOCATION OF INCOME. Income equal to the sum of the amounts

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determined under (1) and (2) below shall be allocated to and distributed with any amounts distributed to a Participant as follows:

(1) INCOME FOR PLAN YEAR. Income for a completed Plan Year shall equal the net income for the Plan Year allocable to each of a Participant's respective Accounts to which his Section 401(k)(3) Contributions for the Plan Year are allocated prior to distribution of any excess contributions, multiplied by a fraction, the numerator of which is the amount of 401(k) Contributions so distributed and the denominator of which is the total of such Account balances as of the last day of the Plan

Year (prior to distribution of any excess contribution for such Plan Year and prior to allocation of income, gains, losses and expenses thereto).

(2) INCOME FOR PERIOD BETWEEN END OF PLAN YEAR AND DISTRIBUTION. Income for the period between the end of the Plan Year and the date of a distribution shall equal the product of the number of months which has elapsed since the end of the preceding Plan Year and the date of the distribution, multiplied by ten percent (10%), multiplied by the income allocated to such distributed amounts under subsection (1) above. For this purpose, a distribution made on or before the 15th day of a month shall be deemed to be made on the last day of the prior month, and a distribution made after the 15th day of a month shall be deemed to be made on the first day of the next month.

5.4 RESTRICTIONS ON MATCHING CONTRIBUTIONS.

(a) LIMITS ON CONTRIBUTION PERCENTAGES. For any Plan Year, Section 401(m) Contributions, as defined below, shall in all events be caused to comply with the requirements of Section 401(m) of the Code. The requirements of Section 401(m) of the Code are as follows:

(1) either the excess of the average contribution percentage (as defined below) for the Plan Year for the group of Active Participants who are Highly Compensated Employees over that of all Active Participants who are Non-highly Compensated Employees is not

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more than two (2) percentage points, and the average contribution percentage for the Plan Year for the group of Active Participants who are Highly Compensated Employees is not more than the average contribution percentage for the Plan Year of all Active Participants who are Non-highly Compensated Employees multiplied by two (2), or

(2) the average contribution percentage for the Plan Year for Active Participants who are Highly Compensated Employees is not more than the average contribution percentage for the Plan Year of all Active Participants who are Non-highly Compensated Employees multiplied by 1.25.

(b) SECTION 401(m) CONTRIBUTIONS. "Section 401(m) Contributions" include Matching Contributions and, at the Committee's election (to the extent they are not treated as Section 401(k)(3) Contributions under Section 5.3), (1) all or any portion of the Special Employer Contributions, or the qualified nonelective contributions (as defined in Section 401(m)(4)(c) of the Code) made under the Plan or any

Related Plan and (2) all or any portion of the elective deferrals (as defined in Section 402(g) of the Code) made under any Related Plan to the extent permitted in applicable regulations and to the extent the Committee separately accounts therefor (including separate accounting for income, gains, losses, withdrawals, and other credits or charges).

(c) AVERAGE CONTRIBUTION PERCENTAGE. The average contribution percentage for a specified group of Participants for a Plan Year shall be the average of the ratios (calculated separately for each Active Participant in such group) of the amount of Section 401(m) Contributions actually paid over to the Plan on behalf of each Active Participant divided by the Active Participant's Compensation. Such ratios and the average contribution percentage for each group shall be calculated to the nearest one-hundredth of one percent.

(d) LIMITS ON SECTION 401(m) CONTRIBUTIONS. The Committee may establish, from time to time, such rules, restrictions and limitations as it may deem appropriate to insure that Section 401(m) Contributions made to the Plan satisfy the requirements of Section 401(m) of the Code set forth herein. If the Committee determines that it is necessary or desirable, the Committee may reduce or disallow Matching Contributions or 401(k) Contributions for Highly Compensated Employees, including Matching

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Contributions or 401(k) Contributions already made for that Plan Year.

Upon reduction or disallowance by the Committee, the amount by which the 401(k) Contributions or Matching Contributions of Highly Compensated Employees exceed the Committee's determination of allowable 401(k) Contributions or Matching Contributions for Highly Compensated Employees for the Plan Year shall be reduced under the following leveling method: the Matching Contributions and, if necessary, the matched 401(k) Contributions with respect thereto and the unmatched 401(k) Contributions of the Highly Compensated Employee with the highest average contribution percentage shall be reduced to the extent necessary to enable the Plan to satisfy the requirement of Section 401(m) of the Code or to reduce such Highly Compensated Employee's average contribution percentage to equal that of the Highly Compensated Employee with the next highest average contribution percentage. This process shall be repeated until the Plan satisfies the requirements of Section 401(m) of the Code. The Committee shall, after the close of the Plan Year, and no later than 12 months following the close of the Plan Year in which the reduced 401(k) Contributions were deferred or the reduced Matching Contributions arose, distribute the amount of such contributions to the extent such contributions are vested, including any income earned on

such amounts (determined under Section 5.4(f)), to the Highly Compensated Employees on whose behalf such contributions were made. Any unvested Matching Contributions which are reduced under this Section 5.4(d) shall be forfeited as of the last day of the Plan Year in which such unvested reduced Matching Contributions arose.

(e) AGGREGATION. Notwithstanding any provision in this Section 5.4 to the contrary, if a Related Plan to which matching contributions and employee contributions are made and the Plan are treated as one plan for purposes of Code Section 401(a)(4) or Code Section 410(b), such plans shall be treated as one arrangement under this Section, and if a Highly Compensated Employee is a participant under any Related Plan to which matching contributions and employee contributions are made, such plan and the Plan shall be treated as one arrangement for purposes of determining the average contribution percentage of such Highly Compensated Employee.

For purposes of determining the average contribution percentage of

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an Active Participant who is a Five Percent Owner or an Employee who is a Highly Compensated Employee in the group consisting of the top ten (10) persons employed by the Company and all Commonly Controlled Entities who are paid the greatest compensation, the Section 401(m) Contributions and Compensation of such Active Participant shall include the Section 401(m) Contributions and Compensation of Family Members, and Family Members shall be disregarded as Active Participants in determining the average contribution percentage both for Active Participants who are Highly Compensated Employees and Active Participants who are Non-highly Compensated Employees.

(f) ALLOCATION OF INCOME. Income equal to the sum of the amounts determined under (1) and (2) below shall be allocated to and distributed with any amounts distributed to a Participant as follows:

(1) INCOME FOR PLAN YEAR. Income for a completed Plan Year shall equal the net income for the Plan Year allocable to each of a Participant's respective Accounts to which his Section 401(m) Contributions for the Plan Year are allocated prior to distribution of any excess contributions, multiplied by a fraction, the numerator of which is the amount of 401(k) Contributions and Matching Contributions so distributed and the denominator of which is the total of such Account balances as of the last day of the Plan Year (prior to distribution of any excess contribution for such Plan Year and prior to allocation of income, gains, losses and expenses thereto).

(2) INCOME FOR PERIOD BETWEEN END OF PLAN YEAR AND DISTRIBUTION. Income for the period between the end of a Plan Year and the date of a distribution shall equal the product of the number of months which has elapsed since the end of the preceding Plan Year and the date of the distribution, multiplied by ten percent (10%), multiplied by the income allocated to such distributed amounts under subsection (1) above. For this purpose, a distribution made on or before the 15th day of a month shall be deemed to be made on the last day of the prior month, and a distribution made after the 15th day of a month shall be deemed to be made on the first day of the next month.

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5.5 MULTIPLE USE OF SECTION 5.3 AND SECTION 5.4. Notwithstanding Section 5.3 and Section 5.4, the sum of the actual deferral percentages and the average contribution percentages, for a Plan Year, of the Highly Compensated Employees who are Active Participants shall not exceed the greater of (i) the sum of (a) plus (b) or (ii) the sum of (c) plus (d) where:

(a) is one hundred and twenty-five percent (125%) of the greater of (1) the actual deferral percentages for such Plan Year of the Non-highly Compensated Employees who are Active Participants, or (2) the average contribution percentage for such Plan Year of such Non-highly Compensated Employees;

(b) is two (2) plus the lesser of the amount determined under Section 5.5(a)(1) or the amount determined under Section 5.5(a)(2), but in no event shall this amount exceed two hundred percent (200%) of the lesser of the amount determined under Section 5.5(a)(1) or the amount determined under Section 5.5(a)(2);

(c) is one hundred and twenty-five percent (125%) of the lesser of the amount determined under Section 5.5(a)(1) or the amount determined under Section 5.5(a)(2); and

(d) is two (2) plus the greater of the amount determined under Section 5.5(a)(1) or the amount determined under Section 5.5(a)(2), but in no event shall this amount exceed two hundred percent (200%) of the greater of the amount determined under Section 5.5(a)(1) or the amount determined under Section 5.5(a)(2).

The Committee may establish, from time to time, such rules, restrictions and limitations as it may deem appropriate to insure that the above limitations are met. If the Committee determines that the reduction or disallowance of 401(k) Contributions or Matching Contributions is necessary or desirable with respect to Highly Compensated Employees, the Committee may reduce or disallow 401(k) Contributions or Matching Contributions for such

Highly Compensated Employees, including 401(k) Contributions or Matching Contributions already made for that Plan Year, as provided in Section 5.3(d) and (f) or Section 5.4(d) and (f).

ARTICLE VI

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6.1 401(k) CONTRIBUTIONS. All 401(k) Contributions shall be allocated as soon as practicable to the 401(k) Account of the Active Participant on whose behalf they were made.

6.2 MATCHING CONTRIBUTIONS AND FORFEITURES. [EFFECTIVE FOR PLAN YEARS COMMENCING BEFORE JANUARY 1, 1994] As of the last day of the Plan Year, (a) Matching Contributions shall be allocated to the Matching Contribution Account of each Active Participant on whose behalf they were made, and (b) Forfeitures allocable under this Section 6.2 shall be allocated to the Matching Contribution Account of each Active Participant in an amount determined by multiplying the amount of such Forfeitures by a fraction, the numerator of which is the amount of Matching Contributions allocated to such Active Participant's Account for the Plan Year, and the denominator of which is the amount of Matching Contributions allocated to all Active Participants' Accounts for the Plan Year.

[EFFECTIVE FOR PLAN YEARS COMMENCING ON AFTER JANUARY 1, 1994] As of the last day of the Plan Year, (a) Matching Contributions shall be allocated to the Matching Contribution Account of each Active Participant on whose behalf they were made, and (b) Forfeitures allocable under this Section 6.2 shall be allocated to the Matching Contribution Account of each Active Participant in an amount determined by multiplying the amount of such Forfeitures by a fraction, the numerator of which is the amount of Matching Contributions allocated to such Active Participant's Account for the Plan Year, and the denominator of which is the amount of Matching Contributions allocated to all Active Participants' Accounts for the Plan Year; provided, however, that Forfeitures arising under the provisions of Section 5.3 shall be allocated to the Matching Contribution Account of each Active Participant who is a Non-highly Compensated Employee in an amount determined by multiplying the amount of the Forfeitures arising under Section 5.3 by a fraction, the numerator of which is the amount of Matching Contributions allocated to such Active Participant's Account for the Plan Year, and the denominator of which is the amount of Matching Contributions allocated to the Accounts of all Active Participants who are Non-highly Compensated Employees for the Plan Year.

6.3 SPECIAL EMPLOYER CONTRIBUTIONS. As of the last day of the Plan Year, (a) all Special Employer Contributions for the Plan Year made in

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accordance with Sections 4.3 and 5.3(b) shall be allocated to the 401(k) Account of each Active Participant who is a Non-highly Compensated Employee in an amount equal to the Special Employer Contributions multiplied by a fraction, the numerator of which is such Active Participant's 401(k) Contributions for the Plan Year, and the denominator of which is the total of all 401(k) Contributions for the Plan Year made for Active Participants who are Non-highly Compensated Employees, and (b) all Special Employer Contributions for the Plan Year made in accordance with Sections 4.3 and 5.4(b) shall be allocated to the Matching Contribution Account of each Active Participant who is a Non-highly Compensated Employee in an amount equal to the Special Employer Contributions multiplied by a fraction, the numerator of which is such Active Participant's Matching Contribution for the Plan Year, and the denominator of which is the total of all Matching Contributions for the Plan Year made by Active Participants who are Non-highly Compensated Employees.

6.4 PROFIT SHARING CONTRIBUTIONS. As of the last day of the Plan Year, Profit Sharing Contributions shall be allocated to the Profit Sharing Contribution Account of each Active Participant in an amount equal to the product of the aggregate amount of the Profit Sharing Contributions multiplied by a fraction, the numerator of which is the Active Participant's Compensation and the denominator of which is the Compensation of all Active Participants.

6.5 LIMITATIONS ON CONTRIBUTIONS.

(a) LIMITATIONS ON CONTRIBUTIONS. Any of the provisions herein to the contrary notwithstanding, a Participant's Annual Additions (as defined in Section 6.5(b)(1) below) for any Plan Year shall not exceed his Maximum Annual Additions (as defined in Section 6.5(b)(2) below) for the Plan Year. If a Participant's Annual Additions exceed his Maximum Annual Additions, the Participant's Annual Additions for the Plan Year shall be reduced according to Section 6.5(c) by the amount necessary to eliminate such excess (the "Annual Excess").

(b) DEFINITIONS.

(1) "ANNUAL ADDITIONS" of a Participant for a Plan Year means the sum of the following:

(A) Profit Sharing Contributions for the Plan Year allocated to his Profit Sharing Contribution Account,

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(B) Matching Contributions and Forfeitures for the Plan Year allocated to his Matching Contribution Account,

(C) Minimum Employer Contributions for the Plan Year allocated to his Profit Sharing Contribution Account,

(D) 401(k) Contributions for the Plan Year allocated to his 401(k) Account,

(E) Special Employer Contributions for the Plan Year allocated to his 401(k) Account and to his Matching Contribution Account,

(F) all employer contributions, non-deductible employee contributions and forfeitures allocated to such Participant's accounts under any Related Defined Contribution Plan for the Plan Year of the Related Defined Contribution Plan ending with or within the Plan Year, and

(G) solely for purposes of the limit described in Section 6.5(b)(2)(B), contributions allocated to any individual medical account established for the Participant, which is part of a Related Defined Benefit Plan, as provided in Code Section 415(1) and any amount attributable to post-retirement medical benefits allocated to an account, established under Code Section 419A(d)(1) for the Participant.

Rollover Contributions to the Plan shall not be included as a part of a Participant's Annual Additions. Employer Contributions distributed pursuant to Sections 5.2(b), 5.3(d), and 5.4(d) in any Plan Year shall be included as a part of a Participant's Annual Additions. Any income on Profit Sharing Contributions held in a suspense account pursuant to Section 6.5 shall not be included as part of the Participant's Annual Additions.

(2) "MAXIMUM ANNUAL ADDITIONS" of a Participant for a Plan Year means the lesser of (A) and (B) below:

(A) 25% of the Participant's Compensation or

(B) the greater of (i) $30,000 or (ii) one-fourth (1/4) of the amount in effect under Section 415(b)(1)(A) of the Code ($102,582 in 1990, adjusted in subsequent years as determined in accordance with regulations prescribed by the

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Secretary of Treasury or his delegate pursuant to the provisions of Section 415(d) of the Code).

(c) ELIMINATION OF ANNUAL EXCESS. If a Participant has an Annual Excess for a Plan Year, such excess shall not be allocated to the Participant's Accounts but shall be eliminated as follows:

(1) The Participant's 401(k) Contributions which are credited to his 401(k) Account and which are not matched by the Employer pursuant to Section 4.1 and his Special Employer Contributions allocated to his 401(k) Account shall be reduced by first reducing his Special Employer Contributions and thereafter his unmatched 401(k) Contributions to the extent necessary to eliminate the remaining Annual Excess.

(2) If any Annual Excess remains, the Participant's 401(k) Contributions which are matched by the Employer pursuant to Section 4.1, his Matching Contributions, and Special Employer Contributions allocated to his Matching Contribution Account shall be reduced in proportionate amounts to the extent necessary to eliminate the remaining Annual Excess.

(3) If any Annual Excess remains, the Participant's Profit Sharing Contributions and his Forfeitures made pursuant to Section 4.4 shall be reduced by first reducing his Forfeitures and thereafter his Profit Sharing Contributions to the extent necessary to eliminate the remaining Annual Excess.

Any 401(k) Contributions reduced or eliminated under this Section 6.5 shall be distributed to the Participant. Any allocations of Profit Sharing Contributions, Matching Contributions, Special Employer Contributions or Forfeitures reduced or eliminated under this Section 6.5 shall, subject to the limits of this Section 6.5, be reallocated to the Accounts of the other Participants as of the last day of that Plan Year in the same manner as such Profit Sharing Contributions, Matching Contributions, Special Employer Contributions and Forfeitures were initially allocated. Profit Sharing Contributions, Matching Contributions, Special Employer Contributions and Forfeitures which cannot, under the limits of this Section 6.5, be reallocated to the Accounts of other Participants in the Plan Year shall be held, subject to the limits of this Section 6.5, in a suspense account and reallocated in the subsequent Plan Year prior to making any Employer Contributions in any

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subsequent Plan Year. On Plan termination any amounts held in a suspense account which, under the limits of this Section 6.5, cannot be reallocated to Participants in the Plan Year of the

termination shall be returned to the Employers in such proportions as shall be determined by the Committee.

(d) If a Participant participates or has participated in any Related Defined Benefit Plan, the sum of the Defined Benefit Plan Fraction (as defined in Section 415(e)(2) of the Code) and the Defined Contribution Plan Fraction (as defined in Section 415(e)(3) of the Code) for such Participant shall not exceed 1.0 (called the "Combined Fraction"). If the Combined Fraction of such Participant exceeds 1.0, the Participant's Defined Benefit Plan Fraction shall be reduced (a) first, by limiting the Participant's annual benefits payable from the Related Defined Benefit Plan in which he participates to the extent provided therein and (b) second, by reducing the Participant's Annual Additions to the extent necessary to reduce the Combined Fraction of such Participant to 1.0.

(e) For purposes of this Section 6.5, the standard of control for determining a Commonly Controlled Entity under Sections 414(b) and 414(c) of the Code (and thus also Related Plans) shall be deemed to be "more than 50%" rather than "at least 80%".

ARTICLE VII

TRUSTEE AND TRUST FUND

7.1 TRUST AGREEMENT. The Company and the Trustee have entered into a Trust Agreement which provides for the investment of the assets of the Plan and administration of the Trust Fund. The Trust Agreement, as from time to time amended, shall continue in force and shall be deemed to form a part of the Plan, and any and all rights or benefits which may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.

7.2 SELECTION OF TRUSTEE. The Board of Directors shall adopt the Trust Agreement and thereby appoint the Trustee. Thereafter, the resignation or removal of a Trustee, the appointment of a Trustee, and the approval of a Trustee's accounts shall be accomplished in the manner provided in the Trust

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Agreement.

7.3 TRUSTEE'S DUTIES. The powers, duties and responsibilities of the Trustee shall be as stated in the Trust Agreement, and nothing contained in this Plan either expressly or by implication shall be deemed to impose any additional powers, duties or responsibilities upon the Trustee. All Employer Contributions and Rollover Contributions shall be paid into the Trust, and all benefits payable under the Plan shall be paid from

the Trust. An Employer shall have no rights or claims of any nature in or to the assets of the Trust Fund except the right to require the Trustee to hold, use, apply and pay such assets held by the Trustee, in accordance with the directions of the Committee, for the exclusive benefit of the Participants and their Beneficiaries, except as otherwise provided in Sections 6.5 and 7.10.

7.4 TRUST EXPENSES. All clerical, legal and other expenses of the Plan and the Trust and Trustee's fees, if any, shall be paid by the Trust except to the extent paid by an Employer.

7.5 TRUST ENTITY. The Trust under this Plan from its inception shall be a separate entity aside and apart from Employers or their assets. The Trust, and the corpus and income thereof, shall in no event and in no manner whatsoever
be subject to the rights or claims of any creditor of any Employer.

7.6 SEPARATE ACCOUNTS. The Committee, or the Trustee on the Committee's behalf, shall create and maintain separate Accounts for each Participant as described in Section 2.1 hereof. Every adjustment to a Participant's Accounts shall be considered as having been made on the relevant Valuation Date regardless of the date of actual entry or receipt by the Trustee of Employer Contributions or Rollover Contributions for a Plan Year.

7.7 INVESTMENT FUNDS.

[PRIOR TO JULY 1, 1994, SECTION 7.7 READS AS FOLLOWS]

(a) The Committee may permit each Participant (or Beneficiary) to elect, at such times, on such forms and in accordance with such rules and procedures as the Committee may establish, to have his Accounts invested in such Investment Funds (including but not limited to mutual funds or annuity contracts) providing for investment in accordance with the

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direction of individual Participants for whose account such Investment Funds are maintained as the Committee shall from time to time establish, subject to such conditions and limitations as it shall impose.

(b) PARTICIPANT ELECTIONS. If the Committee, in its discretion, permits Participants to direct the investment of their Accounts, a Participant's (or Beneficiary's) investment election (if any) or change of election shall be made not less than 30 days prior to any December 31 or such other times as Committee may permit and shall be effective as of the following January 1 or as soon thereafter as reasonably practicable, provided that the Committee, in its discretion, may permit elections to be made or to become effective at any additional times as it may designate. A Participant's (or Beneficiary's) investment election shall remain effective

until such time as the Participant (or Beneficiary) files a new investment election and it becomes effective. The investment election of a deceased Participant shall remain effective until such time as his Beneficiary files a new investment election and it becomes effective. If a Participant (or Beneficiary) fails to make an investment election at such times as the Committee may provide, his Accounts shall be invested in the Investment Fund deemed by Committee to provide greatest safety of principal.

(c) If the Committee, in its discretion, does not permit Participants to direct the investment of their Accounts, the assets of the Plan shall be invested in a commingled Investment Fund.

[AFTER JUNE 30, 1994, SECTION 7.7 READS AS FOLLOWS]

(a) The Committee shall designate the Investment Funds in which a Participant's Account may be invested provided, however, that if the Committee permits Participants to direct the investment of their Accounts in accordance with paragraph (b) hereof, there shall be at least three Investment Funds which shall be designated "core funds" within the meaning of the regulations promulgated under Section 404(c) of ERISA.

(b) PARTICIPANT ELECTIONS. The Committee may permit each Participant (or Beneficiary) to elect, at such times, on such forms and in accordance with such rules and procedures as the Committee may establish, to have his Accounts invested in such Investment Funds providing for

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investment in accordance with the direction of individual Participants for whose account such Investment Funds are maintained. If the Committee, in its discretion, permits Participants to direct the investment of their Accounts,

(i) each Participant (or Beneficiary) shall be provided, as soon as reasonably practicable, a description of each Investment Fund (including any withdrawal or other limitations associated with such Fund and the fees and expenses, if any, which are charged directly to a Participant's or Beneficiary's Account), the identity of any designated investment manager and an explanation of the procedures for giving investment instructions;

(ii) each Participant or Beneficiary shall be advised that he or she is entitled to receive, within a reasonable time following a request therefor, a description of annual operating expenses of each Investment Fund which reduce the rate of return, copies of prospectuses, financial statements and other materials provided to the Plan regarding the Investment

Funds, a list of the assets comprising each Investment Fund and the value of each, and the value of shares or units of each Investment Fund held under the Plan and in his or her own Accounts; and

(iii) a Participant's (or Beneficiary's) investment election (if any) or change of election shall be permitted to be made not less frequently than quarterly or at such other times as the Committee may permit, and shall be effective as of the first day of the payroll period following the date of such election or as soon thereafter as reasonably practicable, provided that the Committee, in its discretion, may permit elections to be made or to become effective at any additional times as it may designate.

A Participant's (or Beneficiary's) investment election shall remain effective until such time as the Participant (or Beneficiary) files a new investment election and it becomes effective. If a Participant (or Beneficiary) fails to make an investment election at such times as the Committee may provide, his Accounts shall be invested in the Investment Fund deemed by Committee to provide greatest safety of principal.

(c) If the Committee, in its discretion, does not permit

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Participants to direct the investment of their Accounts, the assets of the Plan shall be invested by the Trustees, as directed by the Committee, in accordance with the terms of the Trust Agreement.

7.8 TRUST INCOME. As of each Valuation Date the fair market value of the Trust shall be determined, recorded and communicated in writing to the Committee by the Trustee. The Trustee shall also determine the fair market value of each Investment Fund (if any). The Trustee's determination of fair market value shall be final and conclusive on all persons. As of each Valuation Date the Committee shall determine the net income, gains or losses of the Trust Fund and of each Investment Fund (if any) since the preceding Valuation Date. The net income, gains or losses thus derived from the Trust shall be accumulated and shall from time to time be invested as a part of the Trust Fund. The net income, gains or losses of each separate Investment Fund (if any) shall be credited (or charged) to such separate Investment Fund. The Committee shall proportionately allocate the net income, gains or losses of each Investment Fund among (a) the sum of all Participants' Accounts invested in such Investment Fund, and (b) the suspense account maintained under Section 6.5(c), all as valued as of the preceding Valuation Date (reduced by any distributions therefrom since the preceding Valuation Date) by crediting (or charging) each such account by an amount equal to the net income, gains or losses of each Investment Fund

multiplied by a fraction, the numerator of which is the balance of such Account invested in such Investment Fund as of the preceding Valuation Date (reduced by any distributions therefrom since the preceding Valuation Date) and the denominator of which is the total value of all Accounts invested in such Investment Fund, as of the preceding Valuation Date (reduced by any distributions therefrom since the preceding Valuation Date); provided however that for the purpose of allocating such income as of the first Valuation Date, the numerator and denominator of the preceding fraction shall be determined by using Account balances as of the first Valuation Date after all contributions are credited thereto and before income is allocated as provided in this Section.

For purposes of the preceding sentence, if valuations are less frequent than every business day, an amount equal to one-half (1/2) of 401(k) Contributions made between the preceding Valuation Date and the current Valuation Date and which has not been distributed since the preceding Valuation

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Date shall be treated as if it had been allocated to the 401(k) Account on the preceding Valuation Date. Funds withdrawn from the Plan as of a Valuation Date shall not share in income of the Trust for such Valuation Date.

7.9 CORRECTION OF ERROR. In the event of an error in the adjustment of a Participant's Account, the Employer may in its sole discretion elect to contribute such amount as it shall determine to correct the error, or the Committee, in its sole discretion, may correct such error by either crediting or charging the adjustment required to make such correction to or against income or as an expense of the Trust for the Plan Year in which the correction is made. Except as provided in this Section, the accounts of other Participants shall not be readjusted on account of such error.

7.10 RIGHT OF THE EMPLOYERS TO TRUST ASSETS. Except as provided in Section 6.5, the Employers shall have no right or claims of any nature in or to the Trust Fund except the right to require the Trustee to hold, use, apply, and pay such assets in its possession in accordance with the Plan for the exclusive benefit of the Participants or their Beneficiaries and for defraying the reasonable expenses of administering the Plan and Trust; provided that:

(a) if an Employer Contribution is conditioned upon initial qualification of the Plan under Sections 401(a) or 401(k) of the Code and if the Plan does not initially so qualify, 401(k) Contributions conditioned on such qualification shall be distributed to the appropriate Participant and other Employer Contributions shall be returned to the appropriate Employer within one year of the denial of qualification of the Plan;

(b) if, and to the extent that, a deduction for Employer Contributions under Section 404 of the Code is disallowed, 401(k) Contributions conditioned on deductibility shall be distributed to the appropriate Participant and other Employer Contributions conditioned upon deductibility shall be returned to the appropriate Employer within one year after the disallowance of the deduction; and

(c) if, and to the extent that, an Employer Contribution is made through mistake of fact, 401(k) Contributions shall be distributed to the appropriate Participant and other Employer Contributions shall be returned to the appropriate Employer within one year of the payment of the

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contribution.

All Employer Contributions are conditioned on the Plan's being initially qualified under Section 401(a) of the Code, all 401(k) Contributions are conditioned on the Plan's being initially qualified under Section 401(k) of the Code and all Employer Contributions are conditioned upon their being deductible under Section 404 of the Code.

ARTICLE VIII

BENEFITS

8.1 PAYMENT OF BENEFITS IN GENERAL. A Participant's benefits under this Plan shall be payable in accordance with the provisions of this Article.

(a) If a Participant has a Termination of Employment for any reason other than death, the vested portion of the Participant's Accrued Benefit shall be payable in a lump sum, in accordance with and subject to the limitations of Section 8.2.

(b) If a Participant dies, the vested portion of his Accrued Benefit shall be payable to his surviving spouse if he was married on his date of death, or to his other Beneficiary or Beneficiaries if he was not married on his date of death or to the extent he designates a Beneficiary other than his surviving spouse with his spouse's consent, in a lump sum, in accordance with and subject to the limitations of Section 8.3.

(c) If a Participant is otherwise entitled to a distribution due to retirement on or after Normal Retirement Date, Disability, death or other Termination of Employment, the Committee shall require the immediate distribution of small vested Accrued Benefits in accordance with and subject

to the limitations of Section 8.4, notwithstanding the provisions of Sections 8.2, 8.3, and 8.9.

(d) [EFFECTIVE DECEMBER 15, 1994] A distribution to which a Participant is entitled pursuant to this Article VIII may commence less than 30 days after the notice required under Treasury Regulations Section

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1.411(a)-11(c) is given if (1) the Committee clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution and (2) the Participant after receiving the notice affirmatively elects a distribution; provided, however, that nothing in this Section 8.1(d) shall be construed to provide for the distribution of benefits prior to the distribution date otherwise provided in this Article VIII.

8.2 PAYMENT OF VESTED ACCRUED BENEFIT ON TERMINATION OF EMPLOYMENT.

(a) METHOD AND FORM OF PAYMENT.

[FOR PLAN YEARS COMMENCING PRIOR TO JANUARY 1, 1993]

If a Participant has a Termination of Employment for any reason other than the unpaid portion of the Participant's death, the Participant may, upon written notice to the Committee at least thirty (30) days (or such lesser period as the Committee may from time to time permit) prior to a Valuation Date, elect a distribution of his vested Accrued Benefit valued as of such Valuation Date in one (1) lump sum. Such distribution shall be made or shall commence as soon as reasonably practicable after such Valuation Date.

[FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1993]

If a Participant has a Termination of Employment for any reason other than the Participant's death, the Participant may, upon written notice to the Committee at least thirty (30) days (or such lesser period as the Committee may from time to time permit) prior to a Valuation Date, elect a lump sum distribution (within the meaning of Section 402(d)(4) of the Code) of his vested Accrued Benefit, valued as of such Valuation Date. Such distribution shall be made as soon as practicable after such Valuation Date.

(b) Payment of benefits shall be made not later than the Required Beginning Date, regardless of whether the Participant has elected to defer such payment under this Section 8.2.

8.3 PAYMENT OF VESTED ACCRUED BENEFIT ON DEATH.

(a) PAYMENT TO SPOUSE OR OTHER BENEFICIARY. On the death of a

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Participant before his entire vested Accrued Benefit has been paid from the Plan, the Trustees shall pay the unpaid portion of the Participant's vested Accrued Benefit to the Participant's surviving spouse (who shall be deemed to be the Participant's designated Beneficiary) if the Participant is married, subject to the following sentence. If the Participant is not married, or to the extent the Participant named a Beneficiary other than his surviving spouse to receive some or all of his vested Accrued Benefit under the Plan (and in accordance with Section 8.9 his surviving spouse consented to the naming of the other Beneficiary), the Trustees shall pay the Participant's vested Accrued Benefit to his Beneficiary.

(b) METHOD AND FORM OF PAYMENT. The Participant's vested Accrued Benefit shall be paid in one lump sum as soon as reasonably practicable after the Valuation Date coinciding with or next following the death of the Participant and shall be valued as of such Valuation Date. The surviving spouse, or other Beneficiary or Beneficiaries, may elect (if they are not prohibited by an election of the Participant from so electing) to defer the receipt of the vested Accrued Benefit, but in no event shall such receipt be deferred beyond December 31 of the year in which the fifth anniversary of the date of the Participant's death occurs.

(c) BENEFICIARY DESIGNATION. The Participant may designate a Beneficiary or Beneficiaries to receive the Participant's vested Accrued Benefit, if any, on the Participant's death. Such Beneficiary or Beneficiaries shall be designated by the Participant on a Beneficiary Designation Form provided or permitted by the Committee, and may be changed from time to time by filing a new Beneficiary Designation Form with the Committee. No designation of Beneficiary or change of Beneficiary shall be effective until filed with the Committee. If (i) a Participant fails to file a valid Beneficiary Designation Form, or (ii) all persons designated on the Beneficiary Designation Form predecease the Participant (or, in the case of a Beneficiary other than an individual, ceases to exist prior to the Participant's death, or (iii) any Beneficiary other than the surviving spouse survives the Participant but dies (or ceases to exist) prior to the receipt of the total amount to which such Beneficiary was entitled, and if there are no remaining contingent Beneficiaries, then the Trustees shall distribute the portion of such Participant's vested Accrued Benefit which is subject to the Beneficiary Designation Form in one lump sum to his surviving spouse, or if there is no surviving spouse, then to his estate.

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(d) Any amount paid to a child, in accordance with regulations prescribed by the Secretary of the Treasury, shall be treated as if it had been paid to the Participant's surviving spouse if such amount will become payable to the surviving spouse upon such child reaching majority (or such other events as the Secretary of the Treasury may by regulations prescribe).

8.4 LUMP SUM PAYMENT WITHOUT ELECTION. Notwithstanding the provisions of this Article to the contrary, if the Participant or Beneficiary is entitled to a distribution due to the Participant's retirement on or after his Normal Retirement Date, death, Disability or other Termination of Employment, and if the value of the Participant's Accrued Benefit before such distribution does not exceed $3,500, the Committee shall direct the immediate distribution of such benefit, if any, as soon as practicable following the next Valuation Date, regardless of any election or consent of the Participant, his spouse, or other Beneficiary.

8.5 VESTED INTERESTS.

(a) A Participant shall be one-hundred percent (100%) vested in his Accrued Benefit if on or before the date he has a Termination of Employment he attains his Normal Retirement Date, is Disabled or dies.

(b) Except as otherwise provided in Section 8.5(a), the vested portion of the Participant's Accrued Benefit is the sum of the following:

(1) 100% of his 401(k) Account;

(2) 100% of his Rollover Contribution Account;

(3) with respect to his Profit Sharing Contribution Account and his Matching Contribution Account, respectively, a percentage determined in accordance with the following schedule:

<TABLE>
<CAPTION>

Years of Vesting Service	Vested Interest
<S>	<C>
Less than 5 years	0%
5 years or more	100%

</TABLE>

(c) TIME OF FORFEITURE. If a Participant has a Termination of Employment, then except as otherwise provided in Section 8.5(a) and (d), that portion of the Participant's Accrued Benefit which is not vested as

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of the date of such Participant's Termination of Employment shall become a Forfeiture as of the earlier of the date on which the vested

portion of the Participant's Accrued Benefit is fully distributed or as of the end of the Plan Year in which the Participant's Termination of Employment occurs. If a Participant has no vested Accrued Benefit, the Participant shall be deemed to have received a distribution of his vested Accrued Benefit on the date of his Termination of Employment, and accordingly, the unvested portion of the Accrued Benefit shall become a Forfeiture on such date.

(d) REINSTATEMENT OF UNVESTED AMOUNTS. The provisions of this Section 8.5(d) apply with respect to a Participant who has a Termination of Employment and who resumes service with the Employer or a Commonly Controlled Entity before having five consecutive One Year Breaks in Service.

(1) If such Participant resumes service without having received a distribution of any portion of his Accrued Benefit, the amount of Matching Contributions, if any, forfeited under Section 8.5(c) shall be reinstated to the Participant's Matching Contribution Account, and the amount of Profit Sharing Contributions, if any, forfeited under Section 8.5(c) shall be reinstated to the Participant's Profit Sharing Contribution Account.

(2) If such Participant has received a distribution of a portion (but less than all) of his Accrued Benefit no later than the close of the second Plan Year following the Plan Year in which such Termination of Employment occurred, the amount of Matching Contributions, if any, forfeited under Section 8.5(c) shall not be reinstated to the Participant's Matching Contribution Account, and the amount of Profit Sharing Contributions, if any, forfeited under Section 8.5(c) shall not be reinstated to the Participant's Profit Sharing Contribution Account, and the Participant's Years of Vesting Service credited prior to his Termination of Employment shall be excluded, unless the Participant repays the amount of any such distribution to the Plan before the earlier of

(A) the end of the five-year period beginning with the date the Participant, following such distribution, again becomes an Employee, or

(B) the date the Participant has incurred five (5) consecutive One Year Breaks in Service following such distribution.

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(3) If such Participant received a distribution of his vested Accrued Benefit after the close of the second

Plan Year following the Plan Year in which his Termination of Employment occurred, the amount of Matching Contributions, if any, forfeited under Section 8.5(c) shall not be reinstated to the Participant's Matching Contribution Account, and the amount of Profit Sharing Contributions, if any, forfeited under Section 8.5(c) shall not be reinstated to the Participant's Profit Sharing Contribution Account, and the Participant's Years of Vesting Service credited prior to the date of such distribution shall be excluded, unless the Participant repays the amount of any such distribution to the Plan before the end of the five-year period beginning on the date of such distribution.

(4) Amounts which must be reinstated pursuant to Section 8.5(d)(1) or (2) (other than amounts repaid by the Participant), unless contributed by the Employers, shall be reinstated from Forfeitures in the Plan Year in which service with an Employer or Commonly Controlled Entity is resumed (or if later, in which such amounts are repaid), and, to the extent such Forfeitures are less than the amounts to be reinstated, as an expense of the Trust in the Plan Year in which service is resumed.

(e) NO REINSTATEMENT AFTER FIVE ONE YEAR BREAKS IN SERVICE. If a Participant who had a Termination of Employment resumes service with an Employer or Commonly Controlled Entity after having five consecutive One Year Breaks in Service, the amount, if any, forfeited under Section 8.5(c) shall not be reinstated.

(f) ALLOCATION OF FORFEITURES. [EFFECTIVE FOR PLAN YEARS COMMENCING PRIOR TO JANUARY 1, 1994] Forfeitures arising under the provisions of Section 8.5 and 13.5 shall be allocated as Matching Contributions under Section 6.5, in addition to Matching Contributions made to the Plan under Section 4.2, for the Plan Year in which such Forfeitures occurred.

[EFFECTIVE FOR PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 1994] Forfeitures arising under the provisions of Sections 5.2, 5.3, 8.5 and 13.5 shall be allocated as Matching Contributions under Section 6.2, in

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addition to Matching Contributions made to the Plan under Section 4.2, for the Plan Year in which such Forfeitures occurred.

8.6 DEDUCTION OF TAXES FROM AMOUNTS PAYABLE. The Trustee may deduct from the amount to be distributed such amount as the Trustee, in his or its sole discretion, deems proper to protect the Trustee and the Trust against liability for the payment of death, succession, inheritance, income, or other taxes, and out

of the money so deducted, the Trustee may discharge any such liability and pay the amount remaining to the Participant or his Beneficiary, as the case may be.

8.7 DEADLINE FOR PAYMENT OF BENEFITS. Notwithstanding any other provision herein, payment of a Participant's benefits shall be made (unless the Participant elects otherwise) not later than sixty (60) days after the latest of the close of the Plan Year in which (a) the Participant attains age sixty-five (65), (b) occurs the tenth (10th) anniversary of the date on which the Participant commenced participation in the Plan, and (c) the Participant had a Termination of Employment, provided, however, payment of benefits shall commence or be made not later than a Participant's Required Beginning Date.

8.8 FACILITY OF PAYMENT. If a Participant or Beneficiary is declared an incompetent or is a minor, and a conservator, guardian, or other person legally charged with his care has been appointed, any benefits to which such Participant or Beneficiary is entitled shall be payable to such conservator, guardian, or other person legally charged with his care.

If a Participant or Beneficiary is incompetent, is a minor, or, in the opinion of the Committee would fail to derive benefit from distribution of funds, and if a conservator, guardian, or other person charged with his care has not been appointed, the Committee, in its sole and exclusive discretion, may (a) require the appointment of a conservator or guardian; (b) distribute the Participant's Accrued Benefit to relatives of the Participant or Beneficiary for the benefit of the Participant or Beneficiary, or (c) distribute such Accrued Benefit directly to or for the benefit of the Participant or Beneficiary.

The decision of the Committee in such matters shall be final, binding, and conclusive upon the Employer and the Trustee and upon each Employee, Participant, Beneficiary, and every other person or party interested or concerned. An Employer, the Trustee and the Committee shall not be under

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any duty to see to the proper application of such payments made to a Participant, conservator, guardian, or relatives of a Participant.

8.9 SPOUSAL CONSENT TO A WAIVER. A spousal consent to the Participant's naming of a Beneficiary other than his spouse shall:

(a) be in a writing acknowledging the effect of the consent;

(b) be witnessed by the Committee or a notary public;

(c) be effective only for the spouse who executes the consent; and

(d) designate a Beneficiary which may be further changed without spousal consent only if the consent of the spouse expressly so permits;

provided that the consent of a Participant's spouse shall not be required if it is established to the satisfaction of the Committee that such consent may not be obtained because there is no spouse, because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe; and further provided that the Committee may provide a spousal consent form which provides that such consent once given is irrevocable.

8.10 FORM OF PAYMENT. A Participant's Accrued Benefit payable under this Article shall be distributed in cash.

8.11 IMPROPER PAYMENT OF BENEFITS. The Committee shall require reimbursement of any amount of payment subsequently determined not to have been properly payable to a Participant or Beneficiary.

ARTICLE IX

ADMINISTRATION

9.1 BOARD OF DIRECTORS DUTIES. The Board of Directors shall have overall responsibility for the establishment, amendment, termination, administration and operation of the Plan, which responsibility it shall discharge by the appointment and removal (with or without cause) of the members

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of the Committee, to which is delegated the overall responsibility for the administration and operation of the Plan, and for appointing, supervising and terminating the Trustee and any Investment Manager in accordance with the Trust Agreement.

9.2 COMMITTEE MEMBERSHIP. The Committee shall consist of three (3) or more members, who shall be appointed by the Board of Directors. In the absence of such appointment, if the Trustee is one or more individuals, the Trustee shall serve as the Committee and if the Trustee is not one or more individuals, the Company shall serve as the Committee. The members of the Committee shall remain in office at the will of the Board of Directors, and the Board of Directors may from time to time remove any of said members with or without cause and shall appoint their successors. The Committee shall have the general responsibility for the administration of the Plan and for carrying out its provisions.

9.3 COMMITTEE STRUCTURE. Each member of the Committee may (but need not) be an officer, director or Employee of an Employer hereunder, a Participant
or Beneficiary. Each person, upon becoming a member of the Committee, shall file an acceptance

thereof in writing with the secretary of Checker Motors Corporation, acting as general partner of the Company, and the secretary of the Committee. Any member of the Committee may resign by delivering his written resignation to the secretary of Checker Motors Corporation, acting as general partner of the Company, and the secretary of the Committee, and such resignation shall become effective upon the date specified therein. In the event of a vacancy in membership, the remaining members shall constitute the Committee with full power to act until said vacancy is filled.

9.4 COMMITTEE ACTIONS. The action of the Committee shall be determined by the vote or other affirmative expression of a majority of its members. Action may be taken by the Committee at a meeting or in writing without a meeting. The Board of Directors of the Company shall choose a chairman who shall be a member of the Committee and a secretary who may (but need not) be a member of the Committee. The secretary shall keep a record of all meetings and acts of the Committee and shall have custody of all records and documents pertaining to its operations. Either the chairman or secretary may execute any certificate or other written direction on behalf of the Committee.

9.5 COMMITTEE DUTIES. The Committee on behalf of the Participants and all other Beneficiaries of the Plan and the Trust shall enforce the Plan and the Trust Agreement in accordance with the terms of the Plan and the Trust

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Agreement and shall have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

(a) To appoint and remove, as it deems advisable, a Plan Administrator;

(b) To issue rules and regulations necessary for the proper conduct and administration of the Plan and to change, alter, or amend such rules and regulations;

(c) To construe the Plan and Trust Agreement;

(d) To determine all questions arising in the administration of the Plan, including those relating to the eligibility of persons to become Participants, the rights of Participants and their Beneficiaries, and Employer Contributions, and its decision thereon shall be final and binding upon all persons hereunder;

(e) To compute and certify to the Trustee the amount and kind of benefits payable to Participants or their Beneficiaries;

(f) To authorize all disbursements of the Trustee from the Trust Fund in accordance with the provisions of the Plan;

(g) To employ and suitably compensate such accountants, attorneys (who may but need not be the accountants or attorneys of the Company), and other persons to render advice and clerical employees as it may deem necessary to the performance of its duties;

(h) To hear, review and determine claims for benefits;

(i) To exercise any rights, powers or privileges granted to it by the terms of the Trust Agreement;

(j) To communicate the Plan and its eligibility requirements to the Employees and notify Employees when they become eligible to participate;

(k) To make available to Participants upon request, for examination during business hours, such records as pertain exclusively to the examining Participant; and

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(l) To establish and communicate to the Trustee and any Investment Managers the investment objectives and guidelines and to periodically review and monitor the performance of the Trustee and any Investment Manager.

9.6 ALLOCATIONS AND DELEGATIONS OF RESPONSIBILITY.

(a) The Board of Directors, the Committee and, if the Trustee is one or more individuals, the Trustee, respectively, shall have the authority to delegate, from time to time, by instrument in writing filed in their respective minute books, all or any part of their respective responsibilities under the Plan to such person or persons as it may deem advisable (and may authorize such person, upon receiving written consent of the delegating entity, to delegate such responsibilities to such other person or persons as the delegating entity shall authorize) and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the delegating entity. Any Employer, the Board of Directors, the Committee and, if the Trustee is one or more individuals, the Trustee shall not be liable for any acts or omissions of any such delegate. The delegate shall periodically report to the delegating authority concerning the discharge of the delegated responsibilities.

(b) The Board of Directors, the Committee and, if the Trustee is one or more individuals, the Trustee shall have the authority to allocate, from time to time, by instrument in writing filed in their respective minute books, all or any part of their respective responsibilities under the Plan to

one or more of their respective members as they may deem advisable, and in the same manner to revoke such allocation of responsibilities. Any action of the member to whom responsibilities are allocated in the exercise of such allocated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the allocating entity. An Employer, the Board of Directors, the Committee and, if the Trustee is one or more individuals, the Trustee shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall periodically report to the allocating authority concerning the discharge of the allocated responsibilities.

9.7 COMMITTEE BONDING AND EXPENSES. The members of the Committee shall

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serve without bond (except as otherwise required by federal law). A member of the Committee who is receiving full-time pay from an Employer or Commonly Controlled Entity as an Employee shall serve without compensation for services as a member of the Committee. Any other member of the Committee may receive compensation for services as a member of the Committee from the Employer, but may not receive such compensation for services from the Plan. All expenses of the Committee shall be paid by the Trust except to the extent paid by an Employer.

9.8 INFORMATION TO BE SUPPLIED BY EMPLOYER. Each Employer shall provide the Committee and the Trustee or their delegate with such information as it shall from time to time need in the discharge of its duties. The Committee and the Trustee may rely conclusively on the information certified to it by an Employer.

9.9 RECORDS. The regularly kept records of the Committee, any Employer and, if the Trustee is one or more individuals, the Trustee shall be conclusive evidence of the service of a Participant, his Compensation, his age, his marital status, his status as an Employee, and all other matters contained therein applicable to this Plan; provided that a Participant may request a correction in the record of his age at any time prior to retirement, and such correction shall be made if within 90 days after such request he furnishes in support thereof a birth certificate, baptismal certificate, or other documentary proof of age satisfactory to the Committee.

9.10 FIDUCIARY CAPACITY. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.11 PLAN ADMINISTRATOR. The Committee may appoint a Plan Administrator who may (but need not) be a member of the Committee; and in absence of such appointment, the Committee shall be the Plan Administrator.

9.12 COMMITTEE/PLAN ADMINISTRATOR DECISIONS FINAL. The Committee and Plan Administrator shall have full discretion to construe and interpret the Plan and to decide all matters within their respective jurisdictions, including factual matters, all questions concerning eligibility for participation, and all questions relating to the amount and manner of providing benefits, and including full discretion to resolve benefit appeals, and their decisions shall be final, binding and conclusive upon the Employers, each Employee,

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Participant, former Participant, Beneficiary and every other person or party interested or concerned for all purposes.

9.13 COMPANY, COMMITTEE AND TRUSTEE AS AGENT. The Company, the Committee and, if the Trustee is one or more individuals, the Trustee, shall act as agent for each Employer in the administration of the Plan.

9.14 FIDUCIARY RESPONSIBILITY. If a Plan fiduciary acts in accordance with ERISA, Title I, Subtitle B, Part 4,

(a) in determining that the Participant's spouse has consented to the Participant's naming of a Beneficiary other than his spouse or that the consent of the Participant's spouse may not be obtained because there is no spouse, the spouse cannot be located or other circumstances prescribed by the Secretary of the Treasury by regulations, then to the extent of payments made pursuant to such consent or determination, the Plan and its fiduciaries shall have no further liability; or

(b) in treating a domestic relations order as being (or not being) a Qualified Domestic Relations Order (defined in Section 13.7), or, during any period in which the issue of whether a domestic relations order is a Qualified Domestic Relations Order is being determined (by the Committee, by a court of competent jurisdiction, or otherwise), in separately accounting for the amounts ("Segregated Amounts") which would have been payable to the alternate payee during such period if the order had been determined to be a Qualified Domestic Relations Order, in paying the Segregated Amounts (including any interest thereon) to the person entitled thereto if within the 18-month period beginning with the date on which the first payment would be required to be made under the domestic relations order (the "18-Month Period") the domestic relations order (or a modification thereof) is determined to be a Qualified Domestic Relations Order, in paying the Segregated Amounts (including any interest thereon) to the person entitled thereto if there had been no order if within the 18-Month Period the domestic relations order is determined not to be qualified or if the issue is not resolved within the 18-Month Period and in prospectively applying a domestic relations order which is determined to be

qualified after the close of the 18-Month Period, then the obligation of the Plan and its fiduciaries to the Participant and each alternate payee

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shall be discharged to the extent of any payment made pursuant to such acts.

ARTICLE X

CLAIMS PROCEDURE

10.1 INITIAL CLAIM FOR BENEFITS. Each Participant or Beneficiary ("Claimant") may submit his application for +benefits ("Claim") to the Committee (or to such other person as may be designated by the Committee) in writing in such form as is provided or approved by the Committee. A Claimant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a Claim prior to his filing a Claim and exhausting his rights to review under Sections 10.1 and 10.2.

When a Claim has been filed properly, such Claim shall be evaluated and the Claimant shall be notified of the approval or the denial of the Claim within ninety (90) days after the receipt of such Claim unless special circumstances require an extension of time for processing the Claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial ninety (90) day period, which notice shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the Claim was filed). A Claimant shall be given a written notice in which the Claimant shall be advised as to whether the Claim is granted or denied, in whole or in part. If a Claim is denied, in whole or in part, the notice shall contain (1) the specific reasons for the denial, (2) references to pertinent Plan provisions upon which the denial is based, (3) a description of any additional material or information necessary to perfect the Claim and an explanation of why such material or information is necessary, and (4) the Claimant's rights to seek review of the denial.

10.2 REVIEW OF CLAIM DENIAL. If a Claim is denied, in whole or in part, the Claimant shall have the right to (i) request that the Committee (or such other person as shall be designated in writing by the Committee) review the denial, (ii) review pertinent documents, and (iii) submit issues and comments in writing, provided that the Claimant files a written request for review with the Committee within sixty (60) days after the date on which the Claimant received written notification of the denial. Within sixty (60) days after a request for review is received, the review shall be made and the Claimant shall be

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advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the Claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed). The decision on review shall be forwarded to the Claimant in writing and shall include specific reasons for the decision and references to Plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons for all purposes.

If a Claimant shall fail to file a request for review in accordance with the procedures herein outlined, such Claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the Claim shall become final and binding on all persons for all purposes.

ARTICLE XI

AMENDMENT AND TERMINATION OF THE PLAN

11.1 DISCONTINUANCE OF CONTRIBUTIONS. It is the expectation of the Company that it will continue the Plan and the payment of contributions hereunder indefinitely, but the continuation of the Plan and the payment of Employer Contributions hereunder is not assumed as a contractual obligation of the Company or any other Employer; and the right is reserved by the Company or any other Employer at any time to reduce, suspend or discontinue its contributions hereunder, provided, however, that the Employer Contributions accrued or determined for any Plan Year shall not be retroactively reduced, suspended or discontinued.

11.2 AMENDMENTS.

(a) The Company by resolution of the Board of Directors or any entity appointed for such purpose by the Board of Directors, may amend, modify, change, revise or discontinue the Plan or the Trust Agreement, at any time; provided, that, except as provided in Sections 6.5 and 7.10, no amendment shall (i) increase the duties or liabilities of the Trustee, the Committee or the Plan Administrator without written consent of the entity affected; (ii) have the effect of vesting in any Employer any interest in any funds, securities or other property subject to the terms of this Plan and the Trust Agreement; (iii) authorize or permit at any time any part of the corpus or income of the Trust Fund to be used or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or (iv) have any

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retroactive effect as to deprive any Participant or Beneficiary of any benefit already accrued; provided that no amendment made in conformance to provisions of the Code, or any other statute relating to employee's trusts, or any official regulations or rulings issued pursuant thereto, shall be considered prejudicial to the rights of any Participant or Beneficiary, or to have violated the provisions hereof.

(b) If a person is not an Employee on or after the effective date of any amendment to the Plan, the amendment shall be deemed as having no effect on the amount of such person's benefits or other rights under the Plan unless the amendment specifically provides otherwise.

11.3 PLAN TERMINATION. Although it is the intention of the Company that this Plan be permanent, the Company shall have the right to terminate the Plan and the Trust at any time, by resolution of the Board of Directors.

11.4 PAYMENT UPON TERMINATION. Upon termination of the Plan or complete discontinuance of Employer Contributions hereunder, each Participant's Accrued Benefit shall become fully vested. Upon a partial termination of the Plan, the Accrued Benefit of each former Participant who lost status as a Participant because of such partial termination shall become fully vested. In the event of termination of the Plan and after payment of all expenses and proportional adjustment of accounts to reflect such expenses, fund losses or profits and reallocation to the date of termination, except to the extent that the Board of Directors shall otherwise direct, each Participant and each Beneficiary of a deceased Participant shall be entitled to receive his entire Accrued Benefit as soon as reasonably possible. If such amounts are not immediately distributed, then continued allocations of the net earnings, losses and expenses of the Trust.

11.5 WITHDRAWAL FROM THE PLAN BY AN EMPLOYER. While it is not the present intention of any Employer to withdraw from the Plan and Trust Agreement, any Employer other than the Company may withdraw from the Plan and Trust Agreement, under such terms and conditions as the Board of Directors may prescribe, by delivery to the Trustee and the Company of a resolution of its board of directors electing to so withdraw.

ARTICLE XII

TOP HEAVY PROVISIONS

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12.1 APPLICATION. The definitions in Section 12.2 shall apply under this Article XII and the special rules in Section 12.3 shall apply, notwithstanding any other provisions of

the Plan, for any Plan Year in which the Plan is a Top Heavy Plan and for such other Plan Years as may be specified herein.

12.2 SPECIAL TOP HEAVY DEFINITIONS. The following special definitions shall apply under this Article XII.

(a) "AGGREGATE EMPLOYER CONTRIBUTIONS" means the sum of all Employer Contributions under this Plan allocated for a Participant to the Plan and employer contributions and forfeitures allocated for the Participant to all Related Defined Contribution Plans in the Aggregation Group.

(b) "AGGREGATION GROUP" means the group of plans in a Mandatory Aggregation Group, if any, that includes the Plan, unless inclusion of Related Plans in the Permissive Aggregation Group in the Aggregation Group would prevent the Plan from being a Top Heavy Plan, in which case "Aggregation Group" means the group of plans consisting of the Plan and each other Related Plan in a Permissive Aggregation Group with the Plan.

(i) "MANDATORY AGGREGATION GROUP" means each plan (considering the Plan and Related Plans) that, during the Plan Year that contains the Determination Date or any of the four preceding Plan Years,

(A) had a participant who was a Key Employee, or

(B) was necessary to be considered with a plan in which a Key Employee participated in order to enable the plan in which the Key Employee participated to meet the requirements of Section 401(a)(4) or Section 410 of the Code.

If the Plan is not described in (A) or (B) above, it shall not be part of a Mandatory Aggregation Group.

(ii) "PERMISSIVE AGGREGATION GROUP" means the group of plans consisting of (A) the plans, if any, in a Mandatory Aggregation Group with the Plan, and (B) any other Related Plan, that, when

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considered as a part of the Aggregation Group, does not cause the Aggregation Group to fail to satisfy the requirements of Section 401(a)(4) and Section 410 of the Code. A Related Plan in (B) of the preceding sentence may include a simplified employee pension plan, as defined in Code Section 408(k), and a collectively bargained plan, if when considered as a part of the Aggregation Group such plan does not cause the Aggregation Group to fail to satisfy the requirements of Section 401(a)(4)

and Section 410 of the Code considering, if the plan is a multiemployer plan as described in Code Section 414(f) or a multiple employer plan as described in Code Section 413(c), benefits under the plan only to the extent provided to employees of the employer because of service with the employer and, if the plan is a simplified employee pension plan, only the employer's contribution to the plan.

(c) "DETERMINATION DATE" means, with respect to a plan year, the last day of the preceding plan year or, in the case of the first plan year, the last day of such plan year. If the Plan is aggregated with other plans in the Aggregation Group, the Determination Date for each other plan shall be, with respect to any plan year, the Determination Date for each such other plan which falls in the same calendar year as the Determination Date for the Plan.

(d) "KEY EMPLOYEE" means, for the Plan Year containing the Determination Date, any person or the beneficiary of any person who is an employee or former employee of an Employer or a Commonly Controlled Entity as determined under Code Section 416(i) and who, at any time during the Plan Year containing the Determination Date or any of the four (4) preceding Plan Years (the "Measurement Period"), is a person described in paragraph (i), (ii), (iii) or (iv), subject to paragraph (v).

(i) An officer of the Employer or Commonly Controlled Entity who:

(A) in any Measurement Period, in the case of a Plan Year beginning after December 31, 1983, is an officer during the Plan Year and has annual Compensation for the Plan Year in an amount greater than fifty percent (50%) of the amount in effect under Section 415(c)(1)(A) of Internal Revenue Code for

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the calendar year in which such Plan Year ends ($30,000 in 1989, adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Internal Revenue Code); and

(b) in any Measurement Period, in the case of a Plan Year beginning on or before December 31, 1983, is an officer during the Plan Year, regardless of Compensation (except to the extent that applicable law, regulations and rulings indicate that the fifty percent (50%) requirement set forth in subparagraph (A) is applicable).

No more than a total of fifty (50) persons (or, if lesser, the greater of three (3) persons or ten percent (10%) of all persons or beneficiaries of persons who are employees or former employees) shall be treated as Key Employees under this paragraph (i) for any Measurement Period. In the case of an Employer or Commonly Controlled Entity which is not a corporation:

(A) in any Measurement Period, in the case of a Plan Year beginning on or before February 28, 1985, no persons shall be treated as Key Employees under this paragraph (i); and

(B) in any Measurement Period, in the case of a Plan Year beginning after February 28, 1985, the term "officer" as used in this subsection (d) shall include administrative executives as described in Section 1.416-1(T-13) of the Treasury Regulations.

(ii) One (1) of the ten (10) persons who, during a Plan Year in the Measurement Period:

(a) have annual Compensation from the Employer or a Commonly Controlled Entity for such Plan Year greater than the amount in effect under Section 415(c)(1)(A) of the Code for the calendar year in which such Plan Year ends (the greater of $30,000 or one-fourth (1/4) of the dollar limitation in effect under Section 415(b)(1)(A) of the Code, adjusted as determined

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in accordance with regulations prescribed by the Secretary of the Treasury or his delegate pursuant to the provisions of Section 415(d) of the Code); and

(b) own (or are considered as owning within the meaning of Code Section 318) in such Plan Year, the largest percentage interests in the Employer or a Commonly Controlled Entity, in such Plan Year, provided that no person shall be treated as a Key Employee under this paragraph unless he owns more than one-half percent (1/2%) interest in the Employer or a Commonly Controlled Entity.

No more than a total of ten (10) persons or beneficiaries of persons who are employees or former employees shall be treated as Key Employees under this paragraph (ii) for any Measurement Period.

A person who, for a Plan Year in the Measurement Period, is a more than five percent (5%) owner (or is considered as owning more than five percent (5%) within

the meaning of Code Section 318) of the Employer or a Commonly Controlled Entity.

A person who, for a Plan Year in the Measurement Period, is a more than one percent (1%) owner (or is considered as owning more than one percent (1%) within the meaning of Code Section 318) of the Employer or a Commonly Controlled Entity and has an annual Compensation for such Plan Year from the Employer and Commonly Controlled Entities of more than $150,000.

If the number of persons who meet the requirements to be treated as Key Employees under paragraph (i) or (ii) exceed the limitation on the number of Key Employees to be counted under paragraph (i) or (ii), those persons with the highest annual Compensation in a Plan Year in the Measurement Period for which the requirements are met and who are within the limitation on the number of Key Employees will be treated as Key Employees.

If the requirements of paragraph (i) or (ii) are met by a person in more than one (1) Plan Year in the Measurement Period, each person will be counted only once under paragraph (i) or (ii):

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(A) under paragraph (i), the Plan Year in the Measurement Period in which a person who was an officer and had the highest annual Compensation shall be used to determine whether the person will be treated as a Key Employee under the preceding sentence;

(B) under paragraph (ii), the Plan Year in the Measurement Period in which the ownership percentage interest is the greatest shall be used to determine whether the person will be treated as a Key Employee under the preceding sentence.

Notwithstanding the above provisions of paragraph (v), a person may be counted in determining the limitation under both paragraphs (i) and (ii). In determining the sum of the Present Value of Accrued Benefits for Key Employees under subsection (h) of this Section, the Present Value of Accrued Benefits for any person shall be counted only once.

(e) "NON-KEY EMPLOYEE" means a person or the beneficiary of a person who, at any time during the Measurement Period, has an account balance in the Plan or an account balance or accrued benefit in any Related Plan in the Aggregation Group and who is not a Key Employee.

(f) "PRESENT VALUE OF ACCRUED BENEFITS" means, for any Plan Year, an amount equal to the sum of (i), (ii) and (iii) for each person who, in the Plan Year containing the Determination Date, was a Key Employee or a Non-Key Employee.

Subject to (iv) below, the value of a person's Accrued Benefit under the Plan and each Related Defined Contribution Plan in the Aggregation Group, determined as of the valuation date coincident with or immediately preceding the Determination Date, adjusted for contributions due as of the Determination Date, as follows:

(A) in the case of a plan not subject to the minimum funding requirements of Section 412 of the Code, by including the amount of any contributions actually made after the valuation date but on or before the Determination Date, and, in the first plan year of a plan, by including contributions made after the Determination Date that are allocated as of a

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date in that first plan year; and

(B) in the case of a plan that is subject to the minimum funding requirements, by including the amount of any contributions that would be allocated as of a date not later than the Determination Date, plus adjustments to those amounts as required under applicable rulings, even though those amounts are not yet required to be contributed or allocated (e.g., because they have been waived) and by including the amount of any contributions actually made (or due to be made) after the valuation date but before the expiration of the extended payment period in Section 412(c)(10) of the Code.

Subject to (iv) below, the sum of the actuarial present values of a person's accrued benefits under each Related Defined Benefit Plan in the Aggregation Group, determined, for any person who is employed by an Employer maintaining the Plan on the Determination Date, expressed as a benefit commencing at Normal Retirement Date (or the person's attained age, if later), and further determined using the same method which is used for accrual purposes under all Related Defined Benefit Plans in the Aggregation Group, and if the same method is not used for all Related Defined Benefit Plans then as if such benefit accrued no more rapidly than at the slowest permitted accrual rate under Code Section 411(b)(1)(C) determined based on the following actuarial assumptions:

(A) Interest rate 5%; and

(B) Mortality: 1984 Unisex Pension Table;

and determined in accordance with Code Section 416(g), provided, however, that if a Related Defined Benefit Plan in the Aggregation Group provides for different or additional actuarial assumptions to be used in determining the present value of accrued benefits thereunder for the purpose of determining the top heavy status thereof, then such different or additional actuarial assumptions shall apply with respect to each Related Defined Benefit Plan in the Aggregation Group.

The present value of an accrued benefit for any person who is

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employed by an employer maintaining a plan on the Determination Date is determined as of the most recent valuation date which is within a 12-month period ending on the Determination Date, provided however that:

(A) for the first plan year of the plan, the present value for an employee is determined as if the employee had a Termination of Employment (1) on the Determination Date or (2) on such valuation date but taking into account the estimated accrued benefit as of the Determination Date; and

(B) for the second and subsequent plan years of the plan, the accrued benefit taken into account for an employee is not less than the accrued benefit taken into account for the first plan year unless the difference is attributable to using an estimate of the accrued benefit as of the Determination Date for the first plan year and using the actual accrued benefit as of the Determination Date for the second plan year.

For purposes of this paragraph (ii), the valuation date is the valuation date used by the plan for computing plan costs for minimum funding, regardless of whether a valuation is performed that year.

If the plan provides for a nonproportional subsidy as described in Treasury Regulations Section 1.416-1(T-27), the present value of accrued benefits shall be determined taking into account the value of nonproportional subsidized early retirement benefits and nonproportional subsidized benefit options.

Subject to (iv) below, the aggregate value of amounts distributed from the Plan and each Related Plan in the Aggregation Group during the Plan Year that includes the Determination Date or any of the four preceding Plan Years including amounts distributed under

a terminated plan which, if it had not been terminated, would have been in the Aggregation Group.

The following rules shall apply in determining the Present Value of Accrued Benefits:

(A) Amounts attributable to qualified voluntary

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employee contributions, as defined in Section 219(e) of the Code, shall be excluded.

(B) In computing the Present Value of Accrued Benefits with respect to rollovers or plan-to-plan transfers, the following rules shall be applied to determine whether amounts which have been distributed during the five (5) year period ending on the Determination Date from or accepted into this Plan or any plan in the Aggregation Group shall be included in determining the Present Value of Accrued Benefits:

(1) Unrelated Transfers accepted into the Plan or any plan in the Aggregation Group after December 31, 1983 shall not be included.

(2) Unrelated Transfers accepted on or before December 31, 1983 and all Related Transfers accepted at any time into the Plan or any plan in the Aggregation Group shall be included.

(3) Unrelated Transfers made from the Plan or any plan in the Aggregation Group shall be included.

(4) Related Transfers made from the Plan or any plan in the Aggregation Group shall not be included by the transferor plan (but shall be counted by the accepting plan).

The Accrued Benefit of any individual who has not performed services for an Employer maintaining the Plan or from a Commonly Controlled Entity maintaining a Related Plan in the Aggregation Group at any time during the five (5) year period ending on the Determination Date shall be excluded in computing the Present Value of Accrued Benefits.

(g) "RELATED TRANSFER" means a rollover or a plan-to-plan transfer which is either not initiated by the Employee or is made between plans each of which is maintained by a Commonly Controlled Entity.

(h) A "TOP HEAVY AGGREGATION GROUP" exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of

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Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds sixty percent (60%) of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group; provided that, for purposes of determining the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group, there shall be excluded the Present Value of Accrued Benefits of any Non-Key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date. For purposes of applying the special rules herein with respect to a Super Top Heavy Plan, a Top Heavy Aggregation Group will also constitute a "Super Top Heavy Aggregation Group" if in any Plan Year as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds ninety percent (90%) of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group.

(i) "TOP HEAVY PLAN" means the Plan in any Plan Year in which it is a member of a Top Heavy Aggregation Group, including a Top Heavy Aggregation Group consisting solely of the Plan. For purposes of applying the rules herein with respect to a Super Top Heavy Plan, a Top Heavy Plan will also constitute a "SUPER TOP HEAVY PLAN" if the Plan in any Plan Year is a member of a Super Top Heavy Aggregation Group, including a Super Top Heavy Aggregation Group consisting solely of the Plan.

(j) "UNRELATED TRANSFER" means a rollover or a plan-to-plan transfer which is both initiated by the Employee and (a) made from a plan maintained by a Commonly Controlled Entity to a plan maintained by an employer which is not a Commonly Controlled Entity or (b) made to a plan maintained by a Commonly Controlled Entity from a plan maintained by an employer which is not a Commonly Controlled Entity.

12.3 SPECIAL TOP HEAVY PROVISIONS. For each Plan Year in which the Plan is a Top Heavy Plan, the following rules shall apply, except that the special provisions of this Section 12.3 shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective-bargaining agreement between employee representatives and one or more Employers if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representative and the Employer or Employers:

(a) MINIMUM EMPLOYER CONTRIBUTIONS. In any Plan Year in which the Plan is a Top Heavy Plan, the Employers shall

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make additional Employer Contributions to the Plan as necessary for each Participant who is employed on the last day of the Plan Year and who is a Non-Key Employee to bring the amount of his Aggregate Employer Contributions (excluding such Participant's 401(k) Contributions and Matching Contributions used for purposes of determining the actual contribution percentage under Section 5.4(c)) for the Plan Year up to at least three percent (3%) of his Compensation, or if the Plan is not required to be included in an aggregation group in order to permit a defined benefit plan in the aggregation group to satisfy the requirements of Section 401(a)(4) or Section 410 of the Code, such lesser amount as is equal to the largest percentage of a Key Employee's Compensation allocated to the Key Employee as Aggregate Employer Contributions, unless such Participant is a Participant in a Related Defined Benefit Plan and receives a minimum benefit thereunder in accordance with Section 416(c) of the Code in which case such Participant shall not receive a minimum contribution under this Section 12.3(a).

For purposes of determining whether a Non-Key Employee is a Participant entitled to have minimum Employer Contributions made on his behalf, a Non-Key Employee will be treated as a Participant even if he is not otherwise a Participant (or accrues no benefit) under the Plan because:

he has failed to complete the requisite number of hours of service (if any) after becoming a Participant in the Plan,

he is excluded from participation in the Plan (or accrues no benefit) merely because his compensation is less than a stated amount, or

he is excluded from participation in the Plan (or accrues no benefit) merely because of a failure to make mandatory employee contributions or, if the Plan is a 401(k) plan, because of a failure to make elective 401(k) contributions.

(b) VESTING. For each Plan Year in which the Plan is a Top Heavy Plan and for each Plan Year thereafter, the Participant's vested Accrued Benefit shall be determined in accordance with the following schedule:

<TABLE>
<CAPTION>

Years of Vesting Service	Vested Percentage
<S>	<C>
Less than 3 years	0%
3 years or more	100%

</TABLE>

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(c) LIMITATIONS. In computing the limitations under Section 6.5 hereof for years in which the Plan is a Top Heavy Plan, the special rules of Section 416(h) of the Code shall be applied in accordance with applicable regulations and rulings so that, in determining the denominator of the Defined Contribution Plan Fraction and the Defined Benefit Plan Fraction, at each place at which "1.25" would have been used, "1.00" shall be substituted, unless the Plan is not a Super Top Heavy Plan and the special requirements of Section 416(h)(2) of the Code have been satisfied.

(d) TRANSITION RULE FOR A TOP HEAVY PLAN. Notwithstanding the provisions of Section 12.3(c), for each Plan Year in which the Plan is a Top Heavy Plan and in which the Plan does not meet the special requirements of Section 416(h)(2) of the Code in order to use 1.25 in the denominator of the Defined Contribution Plan Fraction and the Defined Benefit Plan Fraction, if an Employee was a participant in one or more defined benefit plans and in one or more defined contribution plans maintained by the employer before the plans became Top Heavy Plans and if such Participant's Combined Fraction exceeds 1.00 because of accruals and additions that were made before the plans became Top Heavy Plans, a factor equal to the lesser of 1.25 or such lesser amount (but not less than 1.00) as shall be needed to make the Employee's Combined Fraction equal to 1.00 shall be used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction if there are no further accruals or annual additions under any Top Heavy Plans until the Participant's Combined Fraction is not greater than 1.00 when a factor of 1.00 is used in the denominators of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction. Any provisions herein to the contrary notwithstanding, if the Plan is a Top Heavy Plan and the Plan does not meet the special requirements of Section 416(h)(2) of the Code in order to use 1.25 in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction, there shall be no further Annual Additions for a Participant whose Combined Fraction is greater than 1.00 when a factor of 1.00 is used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction, until such time as the Participant's Combined Fraction is not greater than 1.00.

(e) TRANSITION RULE FOR A SUPER TOP HEAVY PLAN. Notwithstanding the provisions of Sections 12.3(c) and 12.3(d), for each Plan Year in which the Plan is a Super Top Heavy Plan, (1) if an Employee was a participant in one or more defined benefit plans and in one or more defined contribution plans maintained by the employer before the plans became Super Top Heavy Plans, and (2) if such Participant's Combined

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Fraction exceeds 1.00 because of

accruals and additions that were made before the plans became Super Top Heavy Plans and if immediately before the plans became Super Top Heavy Plans the Combined Fraction as then computed did not exceed 1.00, then a factor equal to the lesser of 1.25 or such lesser amount (but not less than 1.00) as shall be needed to make the Employee's Combined Fraction equal to 1.00 shall be used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction if there are no further accruals or annual additions under any Super Top Heavy Plans until the Participant's Combined Fraction is not greater than 1.00 when a factor of 1.00 is used in the denominators of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction. Any provisions herein to the contrary notwithstanding, if the Plan is a Super Top Heavy Plan, there shall be no further Annual Additions for a Participant whose Combined Fraction is greater than 1.00 when a factor of 1.00 is used in the denominator of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction until the Participant's Combined Fraction is not greater than 1.00.

(f) TERMINATED PLAN. If the Plan becomes a Top Heavy Plan after it has formally been terminated, has ceased crediting for benefit accruals and vesting and has been or is distributing all plan assets to participants and their beneficiaries as soon as administratively feasible or if the Plan has distributed all benefits of participants and their beneficiaries, the provisions of Section 12.3 shall not apply to the Plan.

(g) FROZEN PLANS. If the Plan becomes a Top Heavy Plan after contributions have ceased under the Plan but all assets have not been distributed to participants or their beneficiaries, the provisions of Section 12.3 shall apply to the Plan.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 EMPLOYER JOINDER. Any Commonly Controlled Entity may, with the approval of the Board of Directors and subject to such terms and conditions as

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the Board of Directors may prescribe, adopt the Plan and Trust Agreement.

13.2 COMPANY MERGER. In the event that a corporation or other entity becomes a successor corporation to the Company or an Employer, by merger, consolidation, purchase or otherwise, such successor corporation shall be substituted hereunder for the Company or the Employer.

13.3 PLAN MERGER. The Plan shall not merge or consolidate with, or transfer any assets or liabilities to any other plan, unless each Participant would receive a benefit immediately after the merger, consolidation or transfer (if the Plan were then terminated) which is equal to or greater than the benefit he would have been entitled to immediately before the merger, consolidation, or transfer (if the Plan were then terminated).

13.4 INDEMNIFICATION. Each Employer shall indemnify and hold harmless each member of the Board of Directors, each member of the Committee, the Plan Administrator and, if the Trustees are one or more individuals, the Trustees, and each officer and employee of an Employer to whom are delegated duties, responsibilities, and authority with respect to the Plan, from and against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him (including, but not limited to, reasonable attorney fees) which arise as a result of his actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by an Employer. Notwithstanding the foregoing, an Employer shall not indemnify any person for any such amount incurred through any settlement or compromise of any action unless the Employer consents in writing to such settlement or compromise.

13.5 UNCLAIMED AMOUNTS. Unclaimed amounts shall consist of the amounts of the Accounts of a Participant which cannot be distributed because of the Committee's inability, after a reasonable search, to locate a Participant or his Beneficiary within a period of two (2) years after the payment of benefits becomes due. Unclaimed amounts for a Plan Year shall become a Forfeiture and shall be allocated in accordance with Section 8.5(e) hereof, within a reasonable time after the close of the Plan Year in which such two-year period shall end. If an unclaimed amount is subsequently properly claimed by the Participant or the Participant's Beneficiary, said amount shall be paid to such

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Participant or Beneficiary, and shall, unless contributed by the Employers, be accounted for by charging Forfeitures in the Plan Year such amount is paid and, to the extent such Forfeitures are less than the amounts paid, as an expense of the Trust in the Plan Year in which paid.

13.6 PLAN GOVERNS. In the event of a conflict between the provisions of the Plan and of the provisions of any group annuity arrangement or other contract entered into for purposes of this Plan, the provisions of the Plan shall govern.

13.7 NONALIENATION OF BENEFITS.

(a) Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute on, levy or otherwise dispose of any right to benefits payable hereunder, shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

(b) Notwithstanding Section 13.7(a), the Trustee shall comply with an order determined by the Committee to be a Qualified Domestic Relations Order as provided in Section 13.8.

13.8 QUALIFIED DOMESTIC RELATIONS ORDER.

(a) "QUALIFIED DOMESTIC RELATIONS ORDER" means any judgment, decree, or order (including approval of a property settlement agreement):

(1) which is made pursuant to a state domestic relations law (including a community property law),

(2) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse,

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child, or other dependent of a Participant,

(3) which creates or recognizes the existence of an alternate payee's right to receive all or a portion of the Participant's Accrued Benefit under the Plan, and

(4) with respect to which the requirements of paragraphs (b) and (c) are met.

(b) A domestic relations order can be a Qualified Domestic Relations Order only if such order clearly specifies:

(1) the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order,

(2) the amount or percentage of the Participant's Accrued Benefit to be paid by the Plan to each such

alternate payee, or the manner in which such amount or percentage is to be determined,

(3) the number of payments or period to which such order applies, and

(4) each Plan to which such order applies.

(c) A domestic relations order can be a Qualified Domestic Relations Order only if such order does not:

(1) require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan,

(2) require the Plan to provide increased benefits (determined on the basis of actuarial value), or

(3) require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

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(d) A domestic relations order shall not be treated as failing to meet the requirements of Section 13.8(c)(1) solely because such order requires that payment of benefits be made to an alternate payee:

(1) before a Participant has had a Termination of Employment,

(2) as if the Participant had retired on the date on which such payment is to begin under such order (but taking into account only the present value of the benefits actually accrued and not taking into account the present value of any employer subsidy for early retirement), and

(3) in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a qualified joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

13.9 CONTRACT OF EMPLOYMENT. Nothing contained herein shall be construed to constitute a contract of employment between an Employer and any Employee.

13.10 SOURCE OF BENEFITS. All benefits payable under the Plan shall be paid or provided for solely from the Trust and the Employers assume no liability
or responsibility therefore.

13.11 EMPLOYEES' TRUST. The Plan and Trust are created for the exclusive purpose of providing benefits to the Participants in the Plan and their Beneficiaries and defraying reasonable expenses of administering the Plan and Trust. The Plan and Trust shall be interpreted in a manner consistent with their being a Plan described in Section 401(a) of the Code and a Trust exempt under Section 501(a) of the Code. At no time shall the Trust Fund be diverted from the above purpose.

13.12 GENDER AND NUMBER. Except when the context indicates to the contrary, when used herein, masculine terms shall be deemed to include the feminine, and singular the plural.

13.13 HEADINGS. The headings of Articles and Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

13.14 UNIFORM AND NON-DISCRIMINATORY APPLICATION OF PROVISIONS. The

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provisions of this Plan shall be interpreted and applied in a uniform and non-discriminatory manner with respect to all Participants, former Participants,
and Beneficiaries.

13.15 INVALIDITY OF CERTAIN PROVISIONS. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Plan shall be construed and enforced as if such provisions, to the extent invalid or unenforceable, had not been included.

13.16 LAW GOVERNING. The Plan shall be construed and enforced according to the laws of Illinois, other than its laws with respect to choice of law, to the extent not preempted by ERISA.

ARTICLE XIV

DIRECT ROLLOVERS

14.1 DIRECT ROLLOVERS. This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

14.2 DEFINITIONS.

(a) ELIGIBLE ROLLOVER DISTRIBUTION: An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any

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distribution that is not includible in gross income) determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) ELIGIBLE RETIREMENT PLAN: An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

(c) DISTRIBUTEE: A "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(d) DIRECT ROLLOVER: A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Executed this ____ day of _______________, 1990.

CHECKER MOTORS CORPORATION, as general partner of Checker Motors Co., L.P.

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BY:_______________________________________

ATTEST:

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