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SERVICE SUPPLY OF VICTORIA DEFINED BENEFIT PENSION PLAN

SUMMARY PLAN DESCRIPTION

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SERVICE SUPPLY OF VICTORIA
DEFINED BENEFIT PENSION PLAN

SUMMARY PLAN DESCRIPTION

I
INTRODUCTION TO YOUR PLAN

Service Supply of Victoria has amended your Defined Benefit Plan and Trust as of November 1, 1990. Service Supply of Victoria continues to recognize the efforts you have made to its success. This amended Defined Benefit Plan and Trust is for the exclusive benefit of eligible employees and their beneficiaries.

The purpose of this Plan is to reward eligible employees for long and loyal service by providing them with retirement benefits.

Between now and your retirement, your Employer will contribute to a trust fund amounts necessary to fund your pension and the pensions of all other eligible employees.

This Summary Plan Description is a brief description of your Plan and your rights, obligations, and benefits under that Plan. Some of the statements made in this Summary Plan Description are dependent upon this Plan being "qualified" under the provisions of the Internal Revenue Code. This Summary Plan Description is not meant to interpret, extend, or change the provisions of your Plan in any way. The provisions of your Plan may only be determined accurately by reading the actual Plan document, including the Adoption Agreement.

A copy of your Plan and the Adoption Agreement are on file at your Employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan, the Adoption Agreement or this Summary Plan Description, you should ask your Plan's Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

II
GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information which you may need to know about your Plan. This information has been summarized for you in this Section.

1. General Plan Information

Service Supply of Victoria Defined Benefit Pension Plan is the name of your Plan.

Your Employer has assigned Plan Number 001 to your Plan.

The amended and restated provisions of your Plan become effective on November 1, 1990.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on November 1st and ends on October 31st.

Certain valuations and distributions are made on the Anniversary Date of your Plan. This date is November 1st.

The contributions made to your Plan will be held and invested by the Trustee of your Plan.

Your Plan and Trust will be governed by the laws of the State of Texas.

2. Employer Information

Your Employer's name, address and identification number are:

Service Supply of Victoria
P.O. Box 1519
Victoria, Texas 77902-1519
74-1257807

Your Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted your Plan by making a written request to the Administrator.

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Service Supply of Victoria
P.O. Box 1519
Victoria, Texas 77902-1519
(512) 573-2434

Your Plan's Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator has discretionary authority to construe the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. Your Plan's Administrator will also answer any questions you may have about your Plan.

4. Plan Trustee Information

The names of your Plan's Trustees are:

Michael W. Macha
Ronnie Payne
Hope Purswell

The Trustees will collectively be referred to as Trustee throughout this Summary Plan Description.

The principal place of business of your Plan's Trustee is:

P.O. Box 1519
Victoria, Texas 77902-1519

Your Plan's Trustee has been designated to hold and invest Plan assets for the benefit of you and other Plan participants. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

5. Service of Legal Process

The name and address of your Plan's agent for service of legal process are:

Service Supply of Victoria
P.O. Box 1519
Victoria, Texas 77902-1519

Service of legal process may also be made upon the Trustee or Administrator.

III
PARTICIPATION IN YOUR PLAN

Before you become a member or a "participant" in the Plan, there are certain eligibility and participation rules which you must meet. These rules are explained in this Section.

1. Eligibility Requirements

You will be eligible to participate in the Plan if you have completed one (1) Year of Service and have attained age 21.

You should review the Article in this Summary entitled "YEAR OF SERVICE RULES" for a further explanation of these eligibility requirements.

2. Participation Requirements

Once you have satisfied your Plan's eligibility requirements, your next step will be to actually become a member or a "participant" in the Plan. You will become a participant on a specified day of the Plan Year. This day is called the Effective Date of Participation.

You will become a participant on the first day of the Plan Year during which you satisfy the eligibility requirements if you meet the requirements during the first six months of the Plan Year. If you satisfy the requirements in the last six months of the Plan Year, you will become a participant on the first day of the Plan Year following the date you satisfy the eligibility requirements.

IV
FUNDING YOUR PLAN

1. Funding of Benefits

Each year your Employer will be required to contribute an amount to the Plan which is actuarially determined. The amount of the contribution may vary from year to year, depending on, for example, participant turnover, benefit payments, and investment gains or losses of the trust fund. The law requires that an independent professional, called an "enrolled actuary," certify that the Employer is meeting minimum funding requirements. If an Employer fails to meet minimum funding requirements, it can be subject to penalties.

V
CALCULATION OF BENEFITS UNDER YOUR PLAN

1. Compensation

For the purposes of your Plan, compensation has a special meaning. Compensation is defined as your total salary, wages and other amounts which are includable in your income that is paid during the Plan Year. However, the following will be excluded:

-- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.

In addition, your salary reduction contributions to any plan or arrangement maintained by your Employer will be included as compensation for Plan purposes.

For the first year of your participation in the Plan, your compensation will be recognized for benefit purposes for the entire Plan Year.

The Plan, by law, cannot recognize compensation in excess of $150,000. This amount will be adjusted in future years for cost of living increases. It will also be applied to certain highly compensated employees and their family members as if they were a single participant. If you or a member of your family may be affected by this rule, ask your Administrator for further details.

2. Average Monthly Compensation

Your Normal Retirement Benefit is based on average monthly compensation.

"Average Monthly Compensation" means your compensation converted to a monthly amount and then averaged over the 3 consecutive Plan Years from your date of participation to your date of termination. If you have less than 3 consecutive Plan Years of service from your date of participation to your date of termination, your Average Monthly Compensation will be based on your monthly compensation from your date of participation to your date of termination.

3. Retirement Benefit Formula (Prior To January 1, 1994)

At your Normal Retirement Date, you will be entitled to a monthly benefit which is called your "Normal Retirement Benefit." This benefit will be equal to your Accrued Benefit which is explained in the Section of this Article entitled "Accrued Benefits." Your Accrued Benefit will be determined based upon a retirement benefit formula equal to 35% of your Average Monthly Compensation.

Your retirement benefit formula will be reduced by 1/10 for each Year of Service less than 10 at your Normal Retirement Date.

For purposes of calculating your retirement benefit, Year of Service means a Plan Year, including periods prior to the Effective Date of the Plan, during which you complete 1,000 Hours of Service.

4. Current Retirement Benefit Formula

For Plan Years beginning on and after January 1, 1994, your retirement benefit formula will be equal to the sum of 1.522% of your Average Monthly Compensation (up to a maximum of 23 years).

Your Years of Service prior to November 1, 1970 with your Employer will not be recognized.

For purposes of calculating your retirement benefit, Year of Service means a Plan Year, including periods prior to the Effective Date of the Plan, during which you complete 1,000 Hours of Service.

5. Accrued Benefits

Your Accrued Benefit is that portion of the retirement benefit formula you have earned as of a particular date. It equals the retirement benefit formula multiplied by your accrual fraction.

Your accrual fraction (which may not be greater than one (1)) equals your Plan Years of Service completed as of the date of computation divided by your Plan Years of Service you would have if you remain employed until your Normal Retirement Age.

For Plan Years beginning on and after January 1, 1994, your Accrued Benefit equals the portion of the retirement benefit formula you have earned as of a particular date based on your Years of Service as of such date.

In addition to the calculations set forth above, your Accrued Benefit will be subject to the following rules and limitations:

(a) If you are still employed after reaching your Normal Retirement Age, you will continue to accrue benefits based upon your service and Average Monthly Compensation determined at the close of any Plan Year coinciding with or following your Normal Retirement Age.

(b) When calculating your Accrued Benefit from one Plan Year to the next, your Administrator will apply certain transitional rules which may affect your Accrued Benefit as of a particular date. However, the application of these transitional rules will never reduce an Accrued Benefit you have already earned.

(c) If you return to employment following a separation from service and a distribution of your Accrued Benefit has been made, you may restore your Accrued Benefit provided you repay such distribution with interest prior to the earlier of five (5) years after your date of reemployment or the close of your first period of five (5) consecutive 1-Year Breaks in Service commencing after the distribution. Otherwise, your Accrued Benefit will be reduced by the actuarial equivalent of your Accrued Benefit distributed to you. Your Administrator will advise you of the amount to be repaid, including interest.

(d) Your Accrued Benefit will not be less than the minimum Accrued Benefit, if any, provided in the Article in this Summary entitled "YOUR PLAN'S TOP HEAVY RULES."

You should be aware that the law imposes certain limits on the amount of the benefit that can be provided for you. These limits are extremely complex, but generally the benefit paid to you at retirement may not exceed the lesser of 100% of your average monthly compensation or $90,000 (as indexed for cost of living increases). The Administrator will inform you if these limits affect your benefit.

6. Transfers From Qualified Plans (Rollovers)

At the discretion of the Administrator, you may be permitted to deposit into your Plan distributions you have received from other plans. Such a deposit is called a "rollover" and may result in tax savings to you. You should consult qualified counsel to determine if a rollover is in your best interest.

Your rollover will be placed in a separate account called a "participant's rollover account." The Administrator may establish rules for investment.

You will always be 100% vested in your "rollover account." This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses. If the Trustee invested this money and there was a gain, the balance in your account would increase. Of course, if there was a loss from an investment, the balance in your account would decrease.

VI
BENEFITS UNDER YOUR PLAN

1. Normal Retirement

Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

You will attain your Normal Retirement Age when you reach age 65, or your 5th anniversary of joining the Plan, if later.

At your Normal Retirement Age, you will be entitled to receive your Normal Retirement Benefit. Payment of your benefits will begin as soon as practicable following your Normal Retirement Date. (See the Section in this Article entitled "Benefit Payment Options.")

2. Late Retirement

You may remain employed past your Plan's Normal Retirement Date and retire instead on your Late Retirement Date. Your Late Retirement Date is the first day of the month coinciding with or next following the date you choose to retire, after first having reached your Normal Retirement Date. On your Late Retirement Date, you will be entitled to 100% of your Accrued Benefit. Actual benefit payments will begin as soon as practicable following your Late Retirement Date.

The benefit you will receive at your Late Retirement Date generally takes into account the requirement that you continue to earn or "accrue" benefits past your Normal Retirement Age. The calculation of your Late Retirement Benefit is based on complex IRS Regulations which would generally provide, for each Plan Year past Normal Retirement Age, a Late Retirement Benefit equal to the greater of the following:

(a) the retirement benefit you have actually earned or "accrued" as of the end of the Plan Year in which you actually retire, or

(b) the actuarial equivalent of the benefit you were entitled to as of the close of the Plan Year immediately preceding your actual retirement date.

There are other laws that may require the Plan to begin distributions to you while you are still employed. If distributions are made to you before you actually retire, your Late Retirement Benefit will be adjusted for these distributions.

3. Death

Your beneficiary will receive benefits payable upon your death which are subject to certain limitations imposed by law. Death benefits will generally be equal to.

If you are married at the time of your death, your spouse will be the beneficiary of a portion of your death benefit. This portion is called the "spouse's death benefit," which will be equal in value to 50% of your Accrued Benefit as of your date of death. You may elect in writing, on a form to be furnished to you by the Administrator, a beneficiary for the "spouse's death benefit" other than your spouse. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE "SPOUSE'S DEATH BENEFIT." YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If no valid waiver is in effect, the death benefit payable to your spouse will be in the form of a survivor annuity, that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time after your death. The size of the monthly payments will depend on the value of your account at the time of your death. The death benefit may be distributed in an alternative method, such as a single lump sum or in installments, provided your spouse consents in writing to an alternative form.

Generally, the period during which you and your spouse may waive this survivor annuity begins as of the first day of the Plan Year in which you reach age 35 and ends when you die. The Administrator must provide you with a detailed explanation of the survivor annuity. This explanation must be given to you during the period of time beginning on the first day of the Plan Year in which you reach age 32 and ending on the first day of the Plan Year in which you reach age 35.

It is, therefore, important that you inform the Administrator when you reach age 32 so that you may receive this information.

If, however,

(a) your spouse has validly waived any right to the death benefit in the manner outlined above,

(b) your spouse cannot be located; or

(c) you are not married at the time of your death,

then the "spouse's death benefit" will be paid to the beneficiary of your own choosing in installments or as a single lump sum, as you or your beneficiary may elect. You may designate the beneficiary on a form to be supplied to you by the Administrator. If you change your designation, your spouse must again consent to the change. Also, you may, at all times, designate the beneficiary for amounts in excess of the "spouse's death benefit" without your spouse's consent.

Under a special rule, you and your spouse may waive the survivor annuity form of payment any time before you reach age 35. However, any waiver will become invalid at the beginning of the Plan Year in which you reach age 35, and you and your spouse will be required to make another waiver.

Regardless of the method of distribution selected, your entire death benefit must generally be paid to your beneficiaries within five years after your death (the "5-year rule"). However, if your designated beneficiary is a person (instead of your estate or most trusts), then you or your beneficiary may elect to have minimum distributions begin within one year of your death and it may be paid over the designated beneficiary's life expectancy (the "1-year rule"). If your spouse is the beneficiary, then under the "1-year rule" the start of payments may be delayed until the year in which you would have attained age 70 1/2. The election to have death benefits distributed under the "1-year rule" instead of the "5-year rule" must be made no later than the time at which minimum distributions must commence under the "1-year rule" (or, in the case of a surviving spouse, the "5-year rule," if earlier).

4. Disability

Under your Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation with your Employer. This condition must constitute total disability under the federal Social Security Acts.

If you become totally and permanently disabled in accordance with the terms of the Plan while you are a participant in the Plan and your condition continues for a period of six months, you will receive a disability benefit equal to an actuarial equivalent of your Accrued Benefit.

Payment of your disability benefits will be made to you as if you had retired. (See the Section in this Article entitled "Benefit Payment Options.")

5. Termination of Employment

Your Plan is designed to encourage you to stay with your Employer until retirement. Payment of your Accrued Benefit under your Plan is available upon your death, disability or retirement.

If your employment terminates for reasons other than those listed above, you will be entitled to receive only your "vested percentage" of your Accrued Benefit and the remainder of your Accrued Benefit will be forfeited.

If you so elect, the Administrator will direct the Trustee after your termination to distribute the present value of your vested Accrued Benefit to you before the date it would normally be distributed. If your Accrued Benefit under the Plan at the time of any prior distribution exceeded $3,500 or currently exceeds $3,500, you (and your spouse, if you are married) must give written consent before the distribution may be made. Also, if you want the distribution to be in a form other than a joint and 50% survivor annuity payment, you and your spouse must first waive the joint and 50% survivor annuity form of payment. Amounts of $3,500 or less will be distributed without the need for consent. (See the Section in this Article entitled "Benefit Payment Options" for a further explanation of how benefits are paid from the Plan.)

Under the Plan's administrative procedures, if the value of your vested account is zero, any non-vested account balance will be forfeited immediately.

6. Vesting in Your Plan

Your "vested percentage" in your Accrued Benefit is determined under the following schedule and is based on vesting Years of Service. You will always, however, be 100% vested upon your Normal Retirement Age. (See the Section in this Article entitled "Normal Retirement.")

Vesting Schedule	
Years of Service	Percentage
2	20 %
3	40 %
4	60 %
5	80 %
6	100 %

Your vested percentage will not be less than your vested percentage under the Plan before this amendment and restatement.

7. Benefit Payment Options

There are various methods by which benefits may be distributed to you from your Plan. The method depends on your marital status, as well as the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Section apply to all distributions you will receive from the Plan, whether by reason of retirement, termination, or any other event which may result in a distribution of benefits.

If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you otherwise elect. This means that if you die and are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the monthly benefit you were receiving at the time of your death. You may elect a joint and 75% or 100% survivor annuity, which is the actuarial equivalent of your Normal Retirement Benefit, instead of the standard joint and 50% survivor annuity. It should be noted that a joint and survivor annuity may provide a lower monthly benefit than other forms of payment. You should find out the differences before making such election.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, which means you will receive payments for as long as you live.

You may, however, elect to waive these forms of payment, subject to the following rules.

When you are about to receive any distribution, the Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 90-day period before the annuity is to begin. IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE. You may revoke any waiver. The Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Administrator of any change in your marital status.

If you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin and have elected not to take a life annuity, you may elect an alternative form of payment. This payment may be made in one of the following methods:

(a) a single lump-sum payment in cash or in property;

(b) the purchase of a different form of annuity;

(c) installments over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies) determined at the time of distribution. You may also elect to have your life expectancy and the life expectancy of a designated beneficiary who is your spouse recalculated each year. You must make this election before the time that distributions are to begin. Failure to make this election will result in life expectancies not being recalculated.

GENERALLY, WHENEVER A DISTRIBUTION IS TO BE MADE TO YOU ON OR BEFORE AN ANNIVERSARY DATE, IT MAY BE POSTPONED BY THE PLAN FOR A PERIOD OF UP TO 180 DAYS, FOR ADMINISTRATIVE CONVENIENCE. HOWEVER, UNLESS YOU ELECT IN WRITING TO DEFER THE RECEIPT OF BENEFITS, NO DISTRIBUTION MAY BEGIN LATER THAN THE 60TH DAY AFTER THE CLOSE OF THE PLAN YEAR IN WHICH THE LATEST OF THE FOLLOWING EVENTS OCCURS:

(a) the date on which you reach the age of 65 or your Normal Retirement Age;

(b) the 10th anniversary of the year in which you became a participant in the Plan;

(c) the date you terminated employment with your Employer.

Regardless of whether you elect to delay the receipt of benefits, there are other rules which generally require minimum payments to begin no later than the April 1st following the year in which you reach age 70 1/2. You should see the Administrator if you feel you may be affected by this rule.

8. Treatment of Distributions From Your Plan

Whenever you receive a distribution from your Plan, it will normally be subject to income taxes. You may, however, reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution to an Individual Retirement Account (IRA) or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) You may request that a direct transfer of all or a portion of your distribution amount be made to either an Individual Retirement Account (IRA) or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of your distribution amount, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Section in this Article entitled "Benefit Payment Options" for a further explanation of this waiver requirement.)

(c) The election of favorable income tax treatment under "10-year forward averaging," "5-year forward averaging" or, if you qualify, "capital gains" method of taxation.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

9. Domestic Relations Order

As a general rule, your interest in your Accrued Benefit, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Accrued Benefit.

There is an exception, however, to this general rule. The Administrator may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received.

VII
YEAR OF SERVICE RULES

1. Year of Service and Hour of Service

The term "Year of Service" is used throughout this Summary Plan Description and throughout your Plan. A Year of Service for eligibility purposes is defined as follows:

You will have completed a Year of Service if, at the end of your first twelve consecutive months of employment with your Employer, you have been credited with 1000 Hours of Service.

If you have not been credited with 1000 Hours of Service by the end of your first twelve consecutive months of employment, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1000 Hours of Service.

You will have completed a Year of Service for vesting purposes if you are credited with 1000 Hours of Service during a Plan Year, even if you were not employed on the first or last day of the Plan Year.

An "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

(a) each hour for which you are directly or indirectly compensated by your Employer for the performance of duties during the Plan Year;

(b) each hour for which you are directly or indirectly compensated by your Employer for reasons other than performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and

(c) each hour for back pay awarded or agreed to by your Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

2. 1-Year Break in Service

A 1-Year Break in Service is a computation period during which you have not completed more than 500 Hours of Service with your Employer.

A 1-Year Break in Service does NOT occur, however, in the computation period in which you enter or leave the Plan for reasons of:

(a) an authorized leave of absence;

(b) certain maternity or paternity absences.

The Administrator will be required to credit you with Hours of Service for a maternity or paternity absence. These are absences taken on account of pregnancy, birth, or adoption of your child. No more than 501 Hours of Service will be credited for this purpose and these Hours of Service will be credited solely to avoid your incurring a 1-Year Break in Service. The Administrator may require you to furnish proof that your absence qualifies as a maternity or paternity absence.

These break in service rules may be illustrated by the following examples:

Employee A works 300 hours in a Plan Year. At the end of the Plan Year, Employee A will have a 1-Year Break in Service because she has worked less than 501 hours in a Plan Year. Employee B works 300 hours in a Plan Year and takes an authorized leave of absence for which he is credited with an additional 250 hours. Employee B will NOT have a 1-Year Break in Service because he is credited with more than 500 hours in a Plan Year.

If you are reemployed after a 1-Year Break in Service and were vested in any portion of your Accrued Benefit derived from Employer contributions, you will receive credit for all Years of Service credited to you before your 1-Year Break in Service.

If you do not have a "vested interest" in your Accrued Benefit derived from Employer contributions when you terminate your employment, you will lose credit for your pre-break Years of Service when your consecutive 1-Year Breaks in Service equal or exceed the greater of 5 years, or your pre-break Years of Service. For example:

Employee B terminated employment on January 1, 2000 with 2 Years of Service. Employee B was not vested at the time of his termination of employment. Employee B returns to work on January 1, 2003. Employee B will be credited with his 2 pre-break Years of Service because his period of termination (3 years) did not exceed 5 years.

VIII
YOUR PLAN'S "TOP HEAVY RULES"

1. Explanation of "Top Heavy Rules"

A Defined Benefit Plan that primarily benefits "key employees" is called a "top heavy plan." Key employees are certain owners or officers of your Employer. A Plan is a "top heavy plan" when more than 60% of the contributions or benefits have been allocated to key employees.

Each year, the Administrator is responsible for determining whether your Plan is a "top heavy plan."

If your Plan becomes top heavy in any Plan Year, then non-key employees will be entitled to certain "top heavy minimum benefits," and other special rules will apply. Among these top heavy rules are the following:

(a) If you are a participant in more than one Plan, you may not be entitled to minimum benefits under both Plans.

IX
CLAIMS BY PARTICIPANTS AND BENEFICIARIES

Benefits will be paid to participants and their beneficiaries without the necessity of formal claims. You or your beneficiaries, however, may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing to the Administrator. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN.")

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Administrator. The written notice must contain the following information:

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

(b) specific reference to those Plan provisions on which the denial is based;

(c) a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and

(d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim will be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

1. The Claims Review Procedure

(a) Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

(b) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS OR, IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.

(d) Your claim for review must be given a full and fair review. If your claim is denied, the Administrator must provide you with written notice of this denial within 60 days after the Administrator's receipt of your written claim for review. There may be times when this 60-day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60-day period. If there is an extension, a decision will be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review.

(e) The Administrator's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

(f) If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

(g) If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Administrator.

X
STATEMENT OF ERISA RIGHTS

1. Explanation of Your ERISA Rights

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan participants are entitled to:

(a) examine, without charge, all Plan documents, including:

(1) insurance contracts;

(2) collective bargaining agreements; and

(3) copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

This examination may take place at the Administrator's office and at other specified employment locations of the Employer. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN");

(b) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;

(c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report;

(d) obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many years you have to work to get a right to a retirement benefit. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate gainst you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. (See the Article in this Summary entitled "CLAIMS BY PARTICIPANTS AND BENEFICIARIES.")

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $100.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about this statement, or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

XI
AMENDMENT AND TERMINATION OF YOUR PLAN

1. Amendment

Your Employer has the right to amend your Plan at any time. In no event, however, will any amendment:

(a) authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or

(b) cause any reduction in your Accrued Benefit.

2. Termination

Your Employer has the right to terminate the Plan under certain criteria established by law and set forth in your Plan. Upon termination, you will become 100% vested in the present value of your Accrued Benefit, and benefits will be distributed to you in any manner permitted by the Plan.

3. Priorities Upon Termination

Upon termination of the Plan, the assets of the trust shall be "allocated" or divided among participants and beneficiaries in accordance with the following priorities:

(a) to that portion of your Accrued Benefit which is derived from your contributions made to the Plan, if any.

(b) equally among:

(1) retired participants and their beneficiaries to whom payment commenced at least 3 years prior to the date of termination; and

(2) participants who could have retired and received payment of their benefits at least 3 years prior to the date of termination.

(c) to all benefits guaranteed and insured by the Pension Benefit Guaranty Corporation.

(d) to all other vested Accrued Benefits not insured by the Pension Benefit Guaranty Corporation.

(e) to all other Accrued Benefits provided under the Plan.

Any excess funds will be reallocated to all participants as specified in the Plan.

XII
BENEFITS INSURED BY PBGC

1. Explanation of PBGC Insurance

Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if the Plan has been in effect less than 5 years before it terminates, or if benefits have been increased within the 5 years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protections and its limitations, ask your Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC; 2020 K Street NW; Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 778-8840.