

INSTALLATION AGREEMENT

2520032905478

HEALTH CARE ELECTION PLAN

Name of Employer G.W. Mitchell & Sons, Inc.
(exact name of corporation, partnership or proprietorship)

Address of Employer 2002 North St. Marys Street
(Street)

San Antonio Texas 78212
(City) (State) (Zip)

The name of the plan shall be G.W. Mitchell & Sons, Inc.
Comprehensive Major Medical Health Care plan.

- Item 1 (A) The Effective Date of this Plan shall be
January 1, 1998 (first day of fiscal year)
- (B) The Entry Date for an Employee hired after the Effective Date of this Plan is
- [X] The first day of the first month following the day on which an Employee becomes an Eligible Employee.
- [] The first day of the first quarter of a year following the day on which an Employee becomes an Eligible Employee.
- [] _____

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Item 2 The Employer's Federal Employer Identification Number is # 74-1561922. The Employer's fiscal year and Plan's Year end on December 31 of each calendar year.

Item 3 Instead of the eligibility requirements set forth in Section 3.1 of the Plan, eligible for this Plan will be full-time Employees who have worked for the Employer 90 days (a number less than 3) years.

Item 4 The Health Insurance Plans under which benefits will be provided at the time of installation of the Plan are the following:
G.W. Mitchell & Sons, Inc. Group Health Insurance Plan

(name the plans and insurer)

Subsequently, other plans may be added without being named in this agreement.

Item 5 PLAN ADMINISTRATION

The plan Administration shall be the following individual, committee of individuals or firm. If none is named, the employer shall fulfill the duties of Plan Administrator.

G.W. Mitchell & Sons, Inc.

The Plan consists of this installation agreement and the plan document titled "Health Care Election Plan."

Neither the Administrator nor the Company may make any commitment or guarantee that amounts paid for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal and state income tax purposes, nor that any federal or state tax treatment will

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apply or be available. It's the obligation of each Participant to determine whether any payment under this Plan is excludable from the Participant's gross income for tax purposes.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed in its name by the below officers this 1 day of January, 1998.

G.W. MITCHELL & SONS, INC.

(The Company Name)

By:


Andrew O. Mitchell

Title:

Secretary/Treasurer

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HEALTH CARE ELECTION PLAN

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Health Care Election Plan

Article I - Purpose of Plan

1.1 The plan is designed to give employees a means of providing medical coverage for themselves and their dependents in a tax-effective manner.

1.2 The employees may elect between cash compensation and nontaxable benefits. It's intended the Plan qualify as a "cafeteria" plan under section 125 of the Internal Revenue Code. The plan has been reduced to writing in order to comply with the Code.

Article II - Definitions

2.1 "Administrator" is the individual named by the Company in the adoption agreement to administer the plan. If no Administrator is named, the Company shall be the Plan Administrator.

2.2 "Company" is the employer that establishes this Plan.

2.3 "Election and Compensation Reduction Agreement" is the agreement whereby the Participant elects to reduce his compensation and receive the benefits stated in Section 4.1 of this Plan.

2.4 "Effective Date" is the effective date of the plan specified Item 1 of the installation agreement.

2.5 "Employee" is any individual employed by the Company.

2.6 "Eligible Employee" is each Employee who meets the eligibility requirements set forth in Section 3.1 of this Plan.

2.7 "Entry Date" is the date specified in Item 1 of the installation agreement on which Eligible Employees become Participants.

2.8 "Health Insurance Plan" is the Employers' Group Health Insurance Plan named in Item 4 of the installation agreement. The Benefits available under this Health Plan are incorporated by reference. The Administrator will, upon request, provide each Participant with a free copy of the Health Insurance Plan, detailing the benefits available to the Participant

2.9 "Highly Compensated Employee" is an Employee who's an officer, shareholder owning more than 5% of the voting power or value of all classes of stock, those who are highly compensated, and a spouse or dependent of any of them.

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2.10 "Open Enrollment Period" is the period beginning 30 days before and ending 5 days prior to the Effective Date or Entry Date during which a Participant or Employee may elect to participate or not participate in this plan.

2.11 "Participant" is any Eligible Employee who participates in the Plan.

2.12 "Plan" is the Company's Health Care Election plan as herein set forth and the installation agreement, including any amendments and supplements to them.

2.13 "Plan Year" is the period which begins with the Effective Date and ends on the date specified in Item 2 of the installation agreement, and each 12-month period thereafter.

2.14 "Qualified Beneficiary" is any individual who on the day before a qualifying event (defined in Section 3.3 of this Plan) was a beneficiary under this Plan, as the spouse or dependent child of a Participant.

The masculine gender includes the feminine and the singular may include the plural, unless the context indicates the contrary.

Article III - Participation

3.1 Commencement of Participation. Each full-time Employee is eligible to participate in the plan upon completion of three years of service. The Company in Item 3 of the installation agreement may allow participation in the Plan for Employees who have less than three years service with the Company.

An Employee is eligible to participate in the Plan on the first Entry Date after his hire date, but not before the Plan's Effective Date. An Employee employed by the Company on the Effective Date shall be eligible to participate as of the Effective Date.

Prior to the Effective Date or to the Entry Date, if later, there will be an Open Enrollment Period during which an Eligible Employee may elect to convert part of his compensation to health insurance plan benefits. The Administrator will provide the Employee with an Election and Compensation Reduction Agreement. The Agreement must be completed and returned to the Administrator prior to the end of the Open Enrollment Period. The election will be effective on the Effective Date or Entry Date and continue in effect until the last day of the Plan Year during which the election is made. This salary conversion will be considered a company contribution used to pay for the Health Insurance Plan coverage.

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A pay reduction may not be effective for any pay period in which compensation was actually or constructively received.

An Employee remains a Participant under the plan until the earliest of (a) his ceasing to be an Employee of the Company; or (b) when he no longer has an election in effect. A Participant does not have to re-elect coverage in a new Plan Year to have the same coverage previously elected; to terminate his participation in the Plan, the Participant must state in writing prior to the upcoming Plan Year that he no longer wants to participate. Rehired former Participants are treated as new Employees under the Plan.

3.2 Failure to Elect. An Eligible Employee who fails to elect under Section 4.1 of this Plan may become a Participant in any subsequent Plan Year in which he is or continues to be an Eligible Employee.

3.3 Continuation of Coverage. Under Sections 162(i)(2) and 162(k) of the Revenue Code, any Qualified Beneficiary who would lose coverage under the Plan as a result of a qualifying event (the death of a Participant, the termination of employment for other than gross misconduct, the divorce or legal separation of the Participant; the Participant becoming eligible for Social Security, or a dependent child of the Participant ceasing to be a dependent child) may elect within the election period continued coverage of the type previously offered under the Plan. If a Qualified Beneficiary timely elects continuation coverage, the benefits elected will be available outside the plan for the time period prescribed by law.

Article IV - Benefits

4.1 Available Benefits. A Participant may elect under the Plan to receive his full compensation for any Plan Year in cash or have a portion of it applied by the Company toward all or part of the required premiums due on or after the Effective Date or Entry Date for benefits under the Health Insurance Plan. The Participant's share of the cost of such benefits will be determined by the Company. The balance of the cost shall be paid by the Company with Company contributions.

The benefits are provided by the Health Insurance Plan and not by this Plan. The types and amounts of benefits available and the terms and conditions of coverage are set out in the Health Insurance Plan which is incorporated by reference in this Plan.

4.2 Changes by Administrator. The Administrator may determine for any Plan Year that the Plan does not meet the nondiscrimination requirements of the law, or that benefits provided Highly Compensated Employees exceed limits imposed

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by law. The Administrator may take such action as he deems appropriate to assure compliance with the law or limitation. In such action, he may uniformly modify the elections of Highly Compensated employees with or without the consent of such Employee.

4.3 Revocability of Elections. The Administrator will permit a new election for the remainder of a Plan Year only if both the revocation and the new election are made on account of a change in the Participant's family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child and termination of spouse's employment). Notwithstanding the above, the termination of the Participant's own employment will not constitute an event entitling the Participant to change his elections under this plan.

4.4 Maximum Benefits. The benefits provided by this Plan for Key Employees shall not exceed twenty-five percent (25%) of the total benefits provided all Participants.

Article V - Administration of the Plan

5.1 Plan Administrator. The Administrator shall supervise the administration of the Plan. The Plan shall be administered for the exclusive benefit of the participants without discrimination among them. All persons similarly situated shall receive substantially the same treatment.

The Administrator shall have the following powers and authority in addition to any other powers and authority granted under this plan:

- (a) to make and enforce rules it deems necessary to the proper administration of the Plan, including claims procedures. The Administrator shall prepare and distribute appropriate information describing the plan, and furnish the Company and the Participants with appropriate reports with respect to its plan administration.
- (b) to interpret the plan and decide all questions as to the eligibility of any Employee to participate in the Plan.
- (c) to appoint such counsel, accountants and other persons as may be required to assist in administering the Plan; and
- (d) to allocate and delegate in writing its responsibilities under the plan.

5.2 Examination of Records. Each Participant may examine the records of the Plan which pertain to him at reasonable times during normal business hours.

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5.3 Scope of Authority. In the administration of the Plan, the Administrator may rely conclusively on all tables, valuations, certificates, opinions and reports furnished by the insurers or by the counsel, accountants and other experts hired by the administrator. Any claims which arise under the Health Insurance Plan shall not be subject to review by the Administrator. The Administrator's authority under Section 5.1 shall not extend to matters to which administrators of the health plan are empowered to act.

5.4 Reimbursement and Indemnification. The Administrator is entitled to reimbursement for all reasonable expenses incurred in the administration of the Plan. The Company shall indemnify and defend the Administrator against all liabilities, costs and expenses arising from any act or failure to act in good faith in connection with this Plan.

Article VI - Amendment and Termination of Plan

The Plan may be amended or terminated in writing by the Company at any time. In event the Company is dissolved, merged, consolidated or reorganized, the Plan shall terminate unless it is continued by a successor Company in accordance with a resolution of its Board of Directors. On any termination, the rights of all Participants affected shall become payable as the Administrator may direct. Such direction may include (a) the continuation of the Plan in order to pay balances in accordance with Article IV; or (b) a distribution of the balances remaining to the Participant's credit, after payment of any properly chargeable expenses.

The Company may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with the law.

In event of the permanent discontinuation of contributions to the Plan, the Participants shall receive any benefits they were entitled to as of the date the contribution discontinuance occurred.

Article VII - Miscellaneous Provisions

7.1 Limitation of Rights. Nothing contained in this Plan may be construed to give any Employee a right to continued employment or limit the Company's right to discharge employees with or without cause.

7.2 Information to be Furnished. The Participants shall provide the Company and the Administrator with such information, and shall sign such documents, as may be reasonably requested in the administration of this Plan.

7.3 Nonassignability of Rights. The right of any Participant to payment under this Plan shall not be

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assignable or subject to pledge, garnishment or levy of any kind by creditors, or any process whatsoever. Any attempt to so subject a payment right shall not be recognized, except to the extent required by law.

7.4 Conflict in Terms. Should any conflict arise between this Plan and the Health Insurance Plan, this Plan will control.

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