



TOP
BALTIMORE TANK LINES, INC.

P. O. Box 1028 180 Eighth Avenue
GLEN BURNIE, MARYLAND 21060-1028

December 31, 1996

2520032032234

Secretary of Labor
Top-Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Re: Baltimore Tank Lines, Inc. Supplemental Retirement and
Deferred Compensation Plan

Dear Secretary:

Pursuant to Section 2520.104-23 of the Department of Labor's Regulations, this letter will serve as notice that, with respect to the Baltimore Tank Lines, Inc. Supplemental Retirement and Deferred Compensation Plan (the "Plan"), the undersigned intends to utilize the alternative form of compliance with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), which alternative form of compliance is provided in the above said Regulations Section.

Pursuant to Regulations Section 2520.104-23(b), the following information is provided:

1. Name and Address of Employer:

Baltimore Tank Lines, Inc.
180 Eighth Avenue
Glen Burnie, MD 21061

2. Employer's Employer Identification Number:

52-0881800

Transporters of Liquids in Bulk

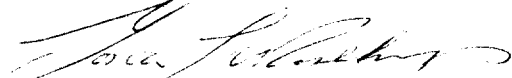
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3. Employer hereby declares that it maintains the Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.
4. Employer hereby states that it maintains the Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and the number of employees in such Plan is as follows:

Four (4) Employees

Pursuant to Regulations Section 2520.104-23(b)(2), the Employer will provide Plan documents, if any, to the Secretary of Labor upon request as required by Section 104(a)(1) of ERISA.

Sincerely,



Gordon L. Westkamp
President

GLW/wmk

Baltimore Tank Lines, Inc.

SUPPLEMENTAL RETIREMENT AND
DEFERRED COMPENSATION PLAN

Effective as of January 1, 1996

RECITALS

The Baltimore Tank Lines, Inc. Supplemental Retirement and Deferred Compensation Plan (the "Plan") is adopted by Baltimore Tank Lines, Inc. (the "Employer") for certain of its executive employees. The purpose of the Plan is to provide these employees with supplemental retirement income and to offer those employees an opportunity to elect to defer the receipt of compensation in order to provide termination of employment and related benefits taxable pursuant to Section 451 of the Internal Revenue Code of 1986, as amended (the "Code"). The Plan is intended to be a "top-hat" plan (i.e., an unfunded deferred compensation plan maintained for a select group of management or highly compensated employees) under Sections 201(2), 301(a)(3), and 401(a)(1) of Employee Retirement Income Security Act of 1974 ("ERISA").

Accordingly, the following Plan is adopted.

ARTICLE I - DEFINITIONS

1.1 ACCOUNT means the balance credited to a Participant's or Beneficiary's Plan account, including contribution credits and deemed income, gains, and losses (to the extent realized as determined by the Employer in its discretion) credited thereto. A Participant's or Beneficiary's Account shall be determined as of the date of reference.

1.2 BENEFICIARY means any person or persons so designated in accordance with the provisions of Article VII.

1.3 CODE means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.

1.4 COMPENSATION means the total current cash remuneration paid by the Employer to an Eligible Employee with respect to his or her service for the Employer (as determined by the Employer.)

1.5 DESIGNATION DATE means the date or dates as of which a designation of deemed investment directions by an individual pursuant to Section 4.5, or any change in a prior designation of deemed investment directions by an individual pursuant to Section 4.5, shall become effective. The Designation Dates in any Plan Year shall be designated by the Employer.

1.6 EFFECTIVE DATE means the effective date of the Plan which shall be January 1, 1996.

1.7 ELIGIBLE EMPLOYEE means, for any Plan Year (or applicable portion thereof), a person employed by the Employer who is determined by the Employer to be a member of a select group of management or highly compensated employees and who is designated by the Employer to be an eligible Employee in Appendix A under the Plan. If the Employer determines that an individual first becomes an Eligible Employee during a Plan Year, the Employer shall notify such individual of its determination and of the date during the Plan Year on which the individual shall become an Eligible Employee.

1.8 EMPLOYER means Baltimore Tank Lines, Inc. and its successors and assigns unless otherwise herein provided, or any other corporation or business organization which, with the consent of Baltimore Tank Lines, Inc., or its successors or assigns, assumes the Employer's obligations hereunder, or any other corporation or business organization which agrees, with the consent of Baltimore Tank Lines to become a party to the Plan.

1.9 ENTRY DATE with respect to an individual means the first day of the pay period following the date on which the individual first becomes an Eligible Employee.

1.10 PARTICIPANT means any person so designated in accordance with the provisions of Article II, including, where appropriate according to the context of the Plan, any former employee who is or may become (or whose Beneficiaries may become) eligible to receive a benefit under the Plan.

1.11 PARTICIPANT ENROLLMENT AND ELECTION FORM means the form on which a Participant elects to defer Compensation hereunder and on which the Participant makes certain other designations as required thereon.

1.12 PLAN means this Baltimore Tank Lines, Inc. Supplemental Retirement and Deferred Compensation Plan, as amended from time to time.

1.13 PLAN YEAR means the twelve (12) month period ending on the December 31 of each year during which the Plan is in effect.

1.14 TRUST means the trust fund established pursuant to the Plan.

1.15 TRUSTEE means the trustee named in the agreement establishing the Trust and such successor and/or additional trustees as may be named pursuant to the terms of the agreement establishing the Trust.

1.16 VALUATION DATE means the December 31 of each Plan Year and any other date that the Employer, in its sole discretion, designates as a Valuation Date.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

2.1 REQUIREMENTS. Every eligible employee on the Effective Date shall be eligible to become a Participant on the Effective Date. Every other Eligible Employee shall be eligible to become a Participant on the first Entry Date occurring on or after the date on which he or she becomes an Eligible Employee. No individual shall become a Participant, however, if he or she is not an Eligible Employee on the date his or her participation is to begin.

Participation in the plan is voluntary. In order to participate, an otherwise eligible Employee must make written application in such manner as may be required by Section 3.1 and by the Employer and must agree to make Compensation Deferrals as provided in Article III.

2.2 RE-EMPLOYMENT. If a Participant whose employment with the Employer is terminated is subsequently re-employed, he or she shall become a Participant in accordance with the provisions of Section 2.1.

2.3 CHANGE OF EMPLOYMENT CATEGORY. During any period in which a Participant remains in the employ of the Employer, but ceases to be an Eligible Employee, he or she shall not be eligible to make Compensation Deferrals hereunder.

ARTICLE III - CONTRIBUTIONS AND CREDITS

3.1 PARTICIPANT COMPENSATION DEFERRALS AND EMPLOYER CONTRIBUTION CREDITS. In accordance with rules established by the Employer, a Participant may elect to defer Compensation which is due to be earned and which would otherwise be paid to the Participant, in a lump sum or in any fixed periodic dollar amounts designated by the Participant. Amounts so deferred will be considered a Participant's "Compensation Deferrals". Ordinarily a Participant shall make such an election with respect to a coming twelve (12) month Plan Year during the period beginning on the November 1 and ending on the November 30 of the prior Plan Year, or during such other period established by the Employer.

Compensation Deferrals shall be made through regular payroll deductions or through an election by the Participant to defer the payment of a bonus not yet payable to him or her at the time of the election. The Participant may reduce his or her payroll deduction Compensation Deferral amount as of, and by written notice delivered to the Employer at least thirty (30) days prior to, the beginning of any regular payroll period, with such reduction being first effective for Compensation to be earned in that payroll period. Once made, a compensation Deferral payroll deduction shall continue in force indefinitely, until changed by the Participant on a subsequent Participant Enrollment and election Form provided by the Employer. Compensation Deferrals shall be deducted by the Employer from the pay of a deferring participant and shall be credited to the Account of the deferring Participant.

There shall be established and maintained by the Employer a separate Plan Account in the name of each Participant, which shall at all times be one hundred percent (100%) vested in the Participant, and to which shall be credited or debited: (a) amounts equal to the Participant's Compensation Deferrals, (b) an amount per Plan Year beginning in the first plan year of the Participant's participation and ending the Plan year prior to the Plan Year in which the Participant terminates employment equal to a fixed dollar amount specified in Appendix B or a fixed dollar amount or percentage of compensation determined by the Employer for the Plan Year, and (c) amounts equal to any deemed income, gains, or losses (to the extent realized, based upon deemed fair market value of the Account's deemed assets, as determined by the Employer, in its discretion) attributable or allocable to (a) and (b). The Employer shall have the discretion to allocate such deemed income, gains, or losses amount Plan Account pursuant to such allocation rules as the Employer deems to be reasonable and administratively practicable.

Amounts equal to the Compensation Deferrals and Employer contribution credits will be paid by the Employer to the Trust with reasonable promptness after the total of such Compensation Deferrals and Employer contribution credits during any month or other period has been determined.

ARTICLE IV - ALLOCATION OF FUNDS

4.1 ALLOCATION OF DEEMED EARNINGS OR LOSSES ON ACCOUNTS. Pursuant to Section 4.5, each Participant shall have the right to direct the Employer as to how amounts in his or her Plan Account shall be deemed to be invested. In such a case, the Employer shall direct the Trustee to invest the Account maintained in the Trust, on behalf of the Participant. The Participant's Plan Account will be credited or debited with the increase or decrease in the realizable net asset value or credited interest and dividends, as applicable, of the designated deemed investments, as follows. As of each Valuation Date, an amount equal to the net increase or decrease in realizable not asset value or credited interest, as applicable (as determined by the Employer), of each deemed investment option within the Trust since the preceding Valuation Date shall be allocated amount all Participants' Accounts deemed to be invested in that investment option in accordance with the ratio which the portion of the account of each Participant which is deemed to be invested within that investment option, determined as provided herein, bears to the aggregate of all amounts deemed to be invested within that investment option.

4.2 ACCOUNTING FOR DISTRIBUTIONS. As of the date of any distribution hereunder, the distribution to a Participant or his or her Beneficiary or Beneficiaries shall be charged to such Participant's Account.

4.3 SEPARATE ACCOUNTS. A separate account under the Plan shall be established and maintained by the Employer to reflect the Account for each Participant with sub-accounts to show separately the deemed earnings and losses credited or debited to such Account and the applicable deemed investments of the Account.

4.4 INTERIM VALUATIONS. If it is determined by the Employer that the value of the Trust as of any date on which distributions are to be made differs materially from the value of the Trust on the prior Valuation Date upon which the distribution is to be based, the Employer, in its discretion, shall have the right to designate any date in the interim as a Valuation Date for the purpose of revaluing the Trust so that the Account from which the distribution is being made will, prior to the distribution, reflect its share of such material difference in value.

4.5 DEEMED INVESTMENT DIRECTIONS OF PARTICIPANTS. Subject to such limitations as may from time to time be required by law, imposed by the Employer or the Trustee, or contained elsewhere in the Plan, and subject to such operating rules and procedures as may be imposed from time to time by the Employer or the Trustee, prior to and effective for each Designation Date, each Participant may communicate to the Employer a direction as to how his or her Account should be deemed to be invested among such categories of deemed investments as may be made available by the Employer hereunder. Such direction shall designate the percentage (in any whole percent multiples) of each portion of the Participant's Account which is requested to be deemed to be invested in such categories of deemed investments, and shall be subject to the following rules:

- (a) Any initial or subsequent deemed investment direction shall be in writing, on a form supplied by and filed with the Employer, and shall be effective as of the next Designation Date which is at least ten (10) business days after such filing.
- (b) All amounts credited to the Participant's Account shall be deemed to be invested in accordance with the then effective deemed investment direction, and as of the effective date of any new deemed investment directions, all or a portion of the Participant's Account at that date shall be reallocated among the designated deemed investment funds according to the percentages specified in the new deemed investment direction unless and until a subsequent deemed investment direction shall be filed and become effective. An election concerning deemed investment choices shall continue indefinitely as provided in the Participant's most recent Participant Enrollment and Election Form, or other form specified by the Employer.
- (c) If the Employer receives an initial or revised deemed investment direction which it deems to be incomplete, unclear, or improper, the Participant's investment direction then in effect shall remain in effect (or, in the case of a deficiency in an initial deemed investment direction, the Participant shall be deemed to have filed no deemed investment direction) until the next Designation Date, unless the Employer provides for, and permits the application of, corrective action prior thereto.
- (d) If the employer possesses at any time direction as to the deemed investment of less than all of a Participant's Account, the participant shall be deemed to have directed that the undesignated portion of the Account be deemed to be invested in a money market, fixed income, or similar fund made available under the Plan as determined by the Employer in its discretion.
- (e) Each Participant hereunder, as a condition to his or her participation hereunder, agrees to indemnify and hold harmless the Employer and its agents and representatives from any losses or damages of any kind relating

- to the deemed investment of the Participant's Account hereunder.
- (f) Each reference in this Section to a Participant shall be deemed to include, where applicable, a reference to a Beneficiary.

ARTICLE V - ENTITLEMENT TO BENEFITS

5.1 TERMINATION OF EMPLOYMENT. If a participant terminates employment with the Employer for any reason, the Participant's Plan Account at the date of termination shall be valued and payable according to the provision of Article VI.

5.2 CHANGE OF CONTROL. If a Change of Control of the employer occurs, the Participant's Plan Account at the date of the Change of Control shall be valued and payable according to the provisions of Article VI. For purposes of this Section, a "Change of Control" shall occur when any person other than a Baltimore Tank Lines, Inc. obtains ownership or voting power with respect to greater than fifty percent (50%) of the aggregate value or voting power, as applicable, of the Employer's capital stock.

5.3 HARDSHIP DISTRIBUTIONS. In the event of financial hardship of the Participant, as hereinafter defined, the Participant may apply to the Employer for the distribution of all or any part of his or her Account. The Employer shall consider the circumstances of each such case, and the best interests of the Participant and his or her family, and shall have the right, in its sole discretion, if applicable, to allow such distribution, or, if applicable, to direct a distribution of part of the amount requested, or to refuse to allow any distribution. Upon a finding of financial hardship, the Employer shall instruct the Trustee to make the appropriate distribution to the participant from amounts contributed to the Trust by the Employer in respect of the Participant's Account. In no event shall the aggregate amount of the distribution exceed either the full value of the Participant's Account or the amount determined by the Employer to be necessary to alleviate the Participant's financial hardship (which financial hardship may be considered to include any taxes due because of the distribution occurring because of this Section) and which is not reasonably available from other resources of the Participant. For purposes of this Section, the value of the Participant's Account shall be determined as of the date of the distribution. "Financial hardship" means (a) a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Code Section 152(a)) of the Participant, (b) loss of the Participant's property due to casualty, or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, each as determined to exist by the Employer. a distribution may be made under this Section only with the consent of the Employer's board of directors.

5.4 RE-EMPLOYMENT OF RECIPIENT. If a Participant receiving installment distributions pursuant to Section 6.2 is re-employed by the Employer, the remaining distributions due to the Participant shall be suspended until such time as the Participant (or his or her Beneficiary) once again becomes eligible for benefits under Section 5.1, 5.2, or 5.3, at which time such distribution shall commence, subject to the limitations and conditions contained in this Plan.

ARTICLE VI - DISTRIBUTION OF BENEFITS

6.1 AMOUNT. A Participant (or his or her Beneficiary) shall become entitled to receive, on or about the date of the Participant's termination of employment with the Employer, a distribution in an aggregate amount equal to the Participant's Account, which amount, depending on (a) the performance of the deemed investments elected from time to time by the participant, the Beneficiary, and/or the Employer, as applicable, and (b) the extent to which the investments of the Trust relating to the Participant's deemed investments under Section 4.1 and 4.5 actually are realized by the Trust, may be less than, equal to, or greater than the aggregate amount of the Participant's Compensation Deferrals and Employer contribution credits. Any payment due hereunder from the Trust which is not paid by the Trust will be paid by the Employer from its general assets.

6.2 METHOD OF PAYMENT.

- (a) **Cash Payments.** All payments under the Plan shall be made in cash.
- (b) **Timing and Manner of Payments.** In the case of distributions to a Participant or his or her Beneficiary by virtue of an entitlement pursuant to Section 5.2 or 5.3, an aggregate amount equal to the Participant's Account will be paid by the Trust or the Employer, as provided by Section 6.1, in a lump sum. In the event a Participant becomes entitled to benefits under Section 5.1, an aggregate amount equal to the Participant's Account will be paid by the Trust or the Employer, as provided by Section 6.1, in a lump sum, on or about the date of the participant's termination, or in annual installments made over a period selected by the Participant, or in the form of an annuity for the life of the participant (or the joint lives of the participant and his or her spouse) of actuarially equivalent value to the Participant's lump sum benefit, as selected by the Participant prior to his or her termination of employment. If a participant fails to designate properly the manner of payment of the participant's benefit under the Plan, such payment will be in a lump sum on or about the date of the participant's termination.

If the whole or any part of a payment hereunder by the Trust of the Employer is to be in installments, the total to be so paid shall continue to be deemed to be invested pursuant to Sections 4.1 and 4.5 under such procedures as the Employer may establish, in which case, subject to the limitations of Section 6.1, any deemed income, gain, or loss attributable thereto (to the extent realized, as determined by the Employer, in its discretion) shall be reflected in the installment payments, in such equitable manner as the Employer shall determine.

6.3 DEATH BENEFITS. If a participant dies before terminating his or her employment with the Employer and before the commencement of payments to the Participant hereunder, the entire value of the Participant's Account shall be paid, as provided in Section 6.2, to the person or persons designated in accordance with Section 7.1.

Upon the death of a participant after payments hereunder have begun but before he or she

has received all payments to which he or she is entitled under the Plan, the remaining benefit payments shall be paid to the person or persons designated in accordance with Section 7.1, in the manner in which such benefits were payable to the Participant, unless the Beneficiary elects a more rapid form or schedule of distribution.

ARTICLE VII - BENEFICIARIES; PARTICIPANT DATA

7.1 DESIGNATION OF BENEFICIARIES. Each Participant from time to time may designate any person or persons (who may be named contingently or successively) to receive such benefits as may be payable under the Plan upon or after the participant's death, and such designation may be changed from time to time by the participant by filing a new designation. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Employer during the Participant's lifetime.

In the absence of a valid Beneficiary designation, or if, at the time any benefit payment is due to a Beneficiary, there is no living Beneficiary validly named by the participant, the Employer shall pay any such benefit payment to the participant's spouse, if then living, but otherwise to the participant's then living descendants, if any, per stirpes, but, if none, to the Participant's estate. In determining the existence or identity of anyone entitled to a benefit payment, the Employer may rely conclusively upon information supplied by the Participant's personal representative, executor, or administrator. If a question arises as to the existence or identity of anyone entitled to receive a benefit payment as aforesaid, or if a dispute arises with respect to any such payment, then, notwithstanding the foregoing, the Employer, in its sole discretion, may distribute such payment to the participant's estate without liability for any tax or other consequences which might flow therefrom, or may take such other action as the Employer deems to be appropriate.

7.2 INFORMATION TO BE FURNISHED BY PARTICIPANTS AND BENEFICIARIES; INABILITY TO LOCATE PARTICIPANTS OR BENEFICIARIES. Any communication, statement, or notice addressed to a Participant or to a Beneficiary at his or her last post office address as shown on the Employer's records shall be binding on the Participant or Beneficiary for all purposes of the Plan. The employer shall not be obliged to search for any Participant beyond the sending of a registered letter to such last known address. If the Employer notified any Participant or Beneficiary that he or she is entitled to an amount under the Plan and the Participant or Beneficiary fails to claim such amount or make his or her location known to the Employer within three (3) years thereafter, then, except as otherwise required by law, if the location of one or more of the next of kin of the Participant is known to the Employer, the Employer may direct distribution of such amount to any one or more or all of such next of kin, in such proportions as the Employer determines. If the location of none of the foregoing persons can be determined, the employer shall have the right to direct that the amount payable shall be deemed to be a forfeiture, except that the dollar amount of the forfeiture, unadjusted for deemed gains or losses in the interim, shall be paid by the Employer if a claim for the benefit subsequently is made by the Participant or the Beneficiary to whom it was payable. If a benefit payable to an unlocated participant or Beneficiary is subject to escheat pursuant to applicable state law, the Employer shall not be liable to any person for any payment made in accordance with such law.

ARTICLE VIII - THE TRUST

8.1 ESTABLISHMENT OF TRUST. The Employer shall establish the Trust with the Trustee, pursuant to such terms and conditions as are set forth in the Trust agreement to be entered into between the Employer and the Trustee. The Trust is intended to be treated as a "grantor" trust under the Code, and the establishment of the Trust is not intended to cause Participants to realize current income on amounts contributed thereto, and the Trust shall be so interpreted.

ARTICLE IX - ADMINISTRATION

9.1 ADMINISTRATIVE AUTHORITY. Except as otherwise specifically provided herein, the Employer shall have the sole responsibility for and the sole control of the operation and administration of the Plan, and shall have the power and authority to take all action and to make all decisions and interpretations which may be necessary or appropriate in order to administer and operate the Plan, including, without limiting the generality of the foregoing, the power, duty and responsibility to:

- (a) Resolve and determine all disputes or questions arising under the Plan, including the power to determine the rights of eligible Employees, Participants, and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies, or omissions in the Plan.
- (b) Adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan.
- (c) Implement the Plan in accordance with its terms and the rules and regulations adopted as above.
- (d) Make determinations with respect to the eligibility of any Eligible Employee as a Participant and make determinations concerning the crediting and distribution of Plan Accounts.
- (e) Appoint any persons, or firms, or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration and operation of the Plan, and the Employer shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such firms or persons. The Employer shall have the power and authority to delegate from time to time by written instrument all or any part of its duties, powers, or responsibilities under the Plan, both ministerial and discretionary, as it deems appropriate, to any person or committee, and in the same manner to revoke any such delegation of duties, powers, or responsibilities. Any action of such person or committee in the exercise of such delegated duties, powers, or responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Employer. Further, the Employer may authorize one or more persons to execute any certificate or document on behalf of the Employer, in which event any person notified by the Employer of such authorization shall be entitled to accept and conclusively rely upon any such certificate or document executed by such person as representing action by the Employer until such third person shall have been notified of the revocation of such authority.

9.2 MUTUAL EXCLUSION OF RESPONSIBILITY. Neither the Trustee nor the Employer shall be obliged to inquire into or be responsible for any act or failure to act, or the authority therefor, on the part of the other.

9.3 UNIFORMITY OF DISCRETIONARY ACTS. Whenever in the administration or operation of the Plan discretionary actions by the Employer are required or permitted, such actions shall be consistently and uniformly applied to all persons similarly situated, and no such action shall be taken which shall discriminate in favor of any particular person or group of persons.

9.4 LITIGATION. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgement entered in such action shall be binding on all persons interested in, or claiming under, the Plan.

9.5 PAYMENT OF ADMINISTRATION EXPENSES. All expenses incurred in the administration and operation of the Plan and the Trust, including any taxes payable by the Employer in respect of the Plan or Trust or payable by or from the Trust pursuant to its terms, shall be paid by the Trust or by the Employer at its discretion.

9.6 CLAIMS PROCEDURE. Any person claiming a benefit under the Plan (a "Claimant") shall present the claim, in writing, to the Employer, and the Employer shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

- (a) The specific reason or reasons for the denial, with specific references to the Plan provisions on which the denial is based.
- (b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and
- (c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within ninety (90) days after the Employer's receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Employer to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Employer expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to have been denied under the preceding sentence (or such Claimant's authorized representative), may, within sixty (60) days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Employer. Upon such a request for review, the claim shall be reviewed by the Employer (or its designated representative), which may, but shall not be required to, grant the Claimant a hearing. In

connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Employer's receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Employer, and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include referenced to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

ARTICLE X - AMENDMENT

10.1 RIGHT TO AMEND. The Employer by written instrument, executed by the Employer, shall have the right to amend the Plan, at any time and with respect to any provisions hereof, and all parties hereto or claiming any interest hereunder shall be bound by such amendment; provided, however, that no such amendment shall deprive a Participant or a Beneficiary of a right accrued hereunder prior to the date of the amendment.

10.2 AMENDMENTS TO ENSURE PROPER CHARACTERIZATION OF PLAN. Notwithstanding the provisions of Section 10.1, the Plan and the Trust agreement may be amended by the Employer at any time, retroactively if required, if found necessary, in the opinion of the Employer, in order to ensure that the Plan is characterized as "top-hat" plan of deferred compensation maintained for a select group of management or highly compensated employees as described under ERISA Sections 201(2), 301(a)(3), and 401(a)(1), and to conform the Plan to the provisions and requirements of any applicable law (including ERISA and the Code). No such amendment shall be considered prejudicial to any interest of a Participant or a Beneficiary hereunder.

ARTICLE XI - TERMINATION

11.1 EMPLOYER'S RIGHT TO TERMINATE OR SUSPEND PLAN. The Employer reserves the right, at any time, to terminate the Plan and/or its obligation to make further credits to the Plan accounts. The Employer also reserves the right, at any time, to suspend the operation of the Plan for a fixed or indeterminate period of time.

11.2 AUTOMATIC TERMINATION OF PLAN. The Plan, but not the Trust, automatically shall terminate upon the dissolution of the Employer, or upon its merger into or consolidation with any other corporation or business organization if there is a failure by the surviving corporation or business organization to adopt specifically, without change, and agree to continue the Plan.

11.3 SUSPENSION OF DEFERRALS. In the event of a suspension of the Plan, the Employer shall continue all aspects of the Plan, other than Compensation Deferrals and Employer contribution credits under Section 3.1, during the period of the suspension, in which event payments hereunder will continue to be made during the period of the suspension in accordance with Articles V and VI.

11.4 ALLOCATION AND DISTRIBUTION. This Section shall become operative upon a complete termination of the Plan. The provisions of this Section also shall become operative in the event of a partial termination of the Plan, as described by the Employer, but only with respect to that portion of the Plan attributable to the Participants to whom the partial termination is applicable. Upon the effective date of any such event, notwithstanding any other provisions of the Plan, no persons who were not theretofore Participants shall be eligible to become participants, the value of the interest of all Participants and Beneficiaries shall be determined and, after deduction of estimated expenses in liquidating and, if applicable, paying Plan benefits, paid to them as soon as is practicable after such termination.

11.5 SUCCESSOR TO EMPLOYER. Any corporation or other business organization which is a successor to the Employer by reason of a consolidation, merger, or purchase of substantially all of the assets of the Employer shall have the right to become a party to the Plan by adopting the same by resolution of the entity's board of directors or other appropriate governing body. If, within ninety (90) days from the effective date of such consolidation, merger, or sale of assets, such not entity does not become a party hereto, as above provided, the Plan automatically shall be terminated, and the provisions of Section 11.4 shall become operative

ARTICLE XII - MISCELLANEOUS

12.1 LIMITATIONS ON LIABILITY OF EMPLOYER. Neither the establishment of the Plan nor any modification thereof, nor the creation of any account under the Plan, nor the payment of any benefits under the Plan shall be construed as giving any Participant or other person any legal or equitable right against the Employer, or any officer or employer thereof except as provided by law or by any Plan provision. The Employer does not in any way guarantee any Participant's Account from loss or depreciation, whether caused by poor

investment performance or a deemed investment or the inability to realize upon an investment due to an insolvency affecting an investment vehicle or any other reason. In no event shall the Employer, or any successor, employee, officer, director, or stockholder of the Employer, be liable to any person on account of any claim arising by reason of the provisions of the Plan or of any instrument or instruments implementing its provisions, or the failure of any Participant, Beneficiary, or other person to be entitled to any participant tax consequences with respect to the Plan, or any credit or distribution hereunder.

12.2 CONSTRUCTION. If any provision of the Plan is held to be illegal or void, such 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 said illegal or invalid provision has never been inserted herein. For all purposes of the Plan, where the context admits, the singular shall include the plural, and the plural shall include the singular. Headings of Articles and Sections herein are inserted only for the convenience of reference and are not considered in the construction of the Plan. The laws of the State of Maryland shall govern, control, and determine all questions of law arising with respect to the Plan and the interpretation and validity of its respective provisions, except where those laws are preempted by the laws of the United States. Participation under the Plan will not give any Participant the right to be retained in the service of the Employer nor any right or claim to any benefit under the Plan unless such right or claim has specifically accrued hereunder.

The Plan is intended to be and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan, and no provision of the Plan shall be interpreted so as to give any individual any right to be retained in the service of the Employer nor any right or claim to any benefit under the Plan unless such right or claim has specifically accrued hereunder.

The Plan is intended to be and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan, and no provision of the Plan shall be interpreted so as to give any individual any right in any assets of the Employer which right is greater than the rights of a general unsecured creditor of the Employer.

12.3 SPENDTHRIFT PROVISION. No amount payable to a Participant or a Beneficiary under the Plan will, except as otherwise specifically provided by law, be subject in any manner to anticipation, alienation, attachment, garnishment, sale, transfer, assignment (either by law or in equity), levy, execution, pledge, encumbrance, charge, or any other legal or equitable process, and any attempt to do so will be void; nor will any benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled thereto. Further, (i) the withholding of taxes from plan benefit payments, (ii) the recovery under the Plan of overpayments of benefits previously made to a Participant or Beneficiary, (iii) if applicable, the transfer of benefit rights from the Plan to another plan, or (iv) the direct deposit of benefit payments to an account in a banking institution (if not actually part of an arrangement constituting an assignment or alienation) shall not be construed as an assignment or alienation.

In the event that any participant's or Beneficiary's benefits hereunder are garnished or attached by order of any court, the Employer may bring an action or a declaratory judgement in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid under the Plan. During the pendency of said action, any benefits that become payable shall be held as credits to the Participant's or Beneficiary's Account or, if the Employer prefers, paid into the court as they become payable, to be distributed by the court to the recipient as the court deems proper at the close of said action.

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed and its seal to be affixed hereto, effective as of the 1st day of January, 1996.

ATTEST/WITNESS

Gail A. Wentworth

Print Name: GAIL A. WENTWORTH

Baltimore Tank Lines, Inc.

By: *Gordon L. Westkamp*

Print Name: GORDON L. WESTKAMP

Date: 12/13/96

[SEAL]

Baltimore Tank Lines, Inc.
Supplemental Retirement and Deferred Compensation Plan

APPENDIX A

Current Participants

Charles Hatfield

Dennis Meyer

Wayne Kus

H. William Molner

Baltimore Tank Lines, Inc.
Supplemental Retirement and Deferred Compensation Plan

APPENDIX B

The discretionary targeted Employer contribution credited for the 1996 Plan year shall equal the amounts shown for the following Participants.

<u>Name</u>	<u>Amount</u>
Charles Hatfield	\$ 1,431.00
Dennis Meyer	\$ 3,148.00
Wayne Kus	\$ 3,434.00
H. William Molner	\$ 6,296.00

If the Employer contribution credit for any of the following Plan years is less than, or greater than the \$14,309.00 targeted amount, the Employer contribution credits will be allocated as follows.

<u>Name</u>	<u>Percentage of Contribution</u>
Charles Hatfield	10%
Dennis Meyer	22%
Wayne Kus	24%
H. William Molner	44%

If any current participant terminates or a new executive becomes a participant, the rate of allocation may be adjusted by the Employer.

Baltimore Tank Lines, Inc.

BOARD OF DIRECTORS' RESOLUTIONS

The undersigned, the Secretary of Baltimore Tank Lines, Inc. (the "Corporation"), hereby certifies that the following Resolutions were adopted by action of the Board of Directors of the Corporation on October 15, 1996.

WHEREAS, the Corporation desires to adopt the Baltimore Tank Lines, Inc. Supplemental Retirement and Deferred Compensation Plan (the "Plan") effective January 1, 1996 for purposes of providing deferred income and retirement benefits to certain of the Corporation's eligible executive employees; and

WHEREAS, the Corporation desires to establish, with representatives of the Employer and Participants as trustee, the Baltimore Tank Lines, Inc. Supplemental Retirement and Deferred Compensation Plan Trust (the "Trust") for purposes of establishing a fund from which to satisfy the Corporation's obligations under the Plan.

THEREFORE, be it

RESOLVED, that the Plan and the Trust be and hereby are adopted in the form presented to this Board, the Plan and the Trust to be effective as provided therein; and be it further

RESOLVED, that the proper officers of the Corporation hereby are authorized and directed to execute the Plan and the Trust, to select one representative of the Employer and two Plan Participants to act as trustees of the Trust, and to take such further actions and to execute such further documents as they may deem advisable or desirable for the purposes of adopting and implementing the Plan and the Trust, and announcing the Plan and the Trust to affected employees; and be it further

RESOLVED, that the Corporation shall make a cash contribution to the Plan on or before December 31, 1996 for the 1996 Plan Year in the amount of \$14,309 to be allocated to participants in accordance with the Plan, and be it further

RESOLVED, that the Corporation shall decide annually, and communicate to participants of the Plan, the contribution amount, if any, and the time of deposit of future Plan year contributions, and be it further

RESOLVED, that the Plan and the Trust hereby are subject to such further amendments as the proper officers of the Corporation deem advisable or desirable for purposes of finalizing the Plan and the Trust according to substantial terms and purposes reflected in the forms of the Plan and the Trust presented to this Board, and any such amendments shall be effective without further action by this Board.

Date: November 26, 1996


Secretary

Baltimore Tank Lines, Inc.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN TRUST AGREEMENT

RECITALS

THIS TRUST AGREEMENT is made and entered into effective as of the 1st day of January, 1996 by and between Baltimore Tank Lines, Inc. (the "Employer"), which sponsors the Baltimore Tank Lines, Inc. Supplemental Executive Retirement Plan (the "Plan") and the Trustees: Gordon Westkamp, H. William Molner, and Wayne Kus (the "Trustees").

The Plan provides for the Employer to pay all Plan benefits from its general revenues and assets. The Employer wishes to establish a trust fund for the purpose of providing a source from which to pay certain benefits under the Plan, such trust fund being subject to the claims of the Employer's creditors in the event of the Employer's bankruptcy or insolvency. Contributions to the trust fund shall be held by the Trustee and invested, reinvested and distributed in accordance with the provisions of this Trust Agreement.

The Trust established by this Trust Agreement is intended to be a "grantor trust," with the result that the corpus and income of the Trust are treated for tax purposes as assets and income of the Employer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Employer and the Trustee, intending to be legally bound, declare and agree as follows:

ARTICLE I - ESTABLISHMENT OF TRUST

1.1 TRUST DEPOSITS. The Employer shall deposit with the Trustee, in trust (the "Trust"), certain funds, which shall be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

1.2 IRREVOCABILITY. The Trust shall be revokable by the Employer until the occurrence of a change of control, at which time the Trust shall become irrevocable. For purposes hereof, a "change of control" shall be deemed to occur when any person other than the majority shareholders on the effective date acquires, directly or indirectly, greater than 50% of the aggregate voting power over Baltimore Tank Lines, Inc. voting stock.

1.3 GRANTOR TRUST. The Trust is intended to be a grantor trust, of which the Employer is the grantor, within the meaning of sub-part E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

1.4 PLAN ASSETS. The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Employer and shall be used exclusively for the uses and purposes of the plan and general creditors of the Employer as herein set forth. The Plan participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any asset of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan participants and beneficiaries against the Employer. Any assets held by the Trust will be subject to the claims of the Employer's general creditors under federal and state law in the event of insolvency, as defined herein.

1.5 ACCEPTANCE OF TRUST. The Trustee accepts the Trust established under the Trust Agreement on the terms and subject to the provisions set forth herein, and it agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust Agreement.

ARTICLE II - PLAN AS PART OF TRUST AGREEMENT

2.1 INCORPORATION BY REFERENCE. The Plan is expressly incorporated herein and made a part hereof with the same force and effect as if the Plan had been fully set forth herein. A copy of the Plan has been delivered to the Trustee. All terms defined in the Plan shall have the same meanings when used herein unless expressly provided to the contrary herein. The Employer shall deliver to the Trustee copies of all amendments to the Plan made after the date of this Trust Agreement.

2.2 BENEFIT PROVISIONS. The terms of the Plan shall govern the amount, form and timing of benefit payments under the Plan to which a Plan participant or beneficiary is entitled.

2.3 AMENDMENT OF PLAN. The incorporation of the Plan into this Trust shall not affect the provisions of the Plan concerning the amendment or termination thereof.

ARTICLE III - PAYMENTS TO PLAN PARTICIPANTS AND BENEFICIARIES

3.1 PAYMENT DIRECTION AND TAXES. The Employer shall deliver to the Trustee a Statement (the "Payment Direction") that indicates the amounts payable in respect of any Plan participant who becomes entitled to receive a distribution from the Plan (or his or her beneficiaries), which distribution is of a benefit for which the Employer has made contributions to the Trust, and that provides the time for the payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to a Plan participant or his or her beneficiaries in accordance with such Payment Direction. The Employer shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

3.2 ENTITLEMENT TO BENEFITS. The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be as set forth in the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

3.3 PAYMENTS BY EMPLOYER. The Employer may make payment of benefits directly to the Plan participant or his or her beneficiaries as they become due under the terms of the Plan. The Employer shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to a Plan participant or his or her beneficiaries.

ARTICLE IV - TRUSTEE RESPONSIBILITY WHEN EMPLOYER IS INSOLVENT

4.1 CESSATION OF PAYMENTS ON EMPLOYER INSOLVENCY. The Trustee shall cease payment of benefits to the Plan participant or his beneficiaries if the Employer is Insolvent. The Employer shall consider "Insolvent" for purposes of this Trust Agreement if (i) the Employer is unable to pay its debts as they become due, or (ii) the Employer is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

4.2 CLAIMS OF CREDITORS. At all times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of general creditors of the Employer under federal and state law as set forth below.

- (a) The Board of Trustees and the chief executive officer of the Employer shall have the duty to inform the Trustee in writing of the Employer's Insolvency. If a person claiming to be a creditor of the Employer alleges in writing to the Trustee that the Employer has become Insolvent, the Trustee shall determine whether the Employer is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Plan participants and beneficiaries.
- (b) Unless the Trustee has actual knowledge of the Employer's Insolvency, or has received notice from the Employer of a person claiming to be a creditor alleging that the Employer is Insolvent, the Trustee shall have no duty to inquire whether the Employer is Insolvent. The Trustee may in all events rely on such evidence concerning the Employer's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Employer's solvency.
- (c) If at any time the Trustee has determined that the Employer is Insolvent, the Trustee shall discontinue payments to Plan participants and beneficiaries and shall hold the assets of the Trust for the benefit of the Employer's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of any Plan participant or beneficiary to pursue his or her rights as a general creditor of the Employer with respect to benefits due under the Plan or otherwise.

- (d) The Trustee shall resume the payment of benefits to the Plan participants and beneficiaries in accordance with the terms of this Trust Agreement only after the Trustee has determined that the Employer is not Insolvent (or is no longer Insolvent).
- (e) Except as provided herein and in Section 12.2, the Employer shall have no right or power to direct the Trustee to return to the Employer or to divert to others any of the Trust assets before all payments of benefits have been made to all Plan participants and beneficiaries (or to the Employer, in the case of a forfeiture of a Plan participant's benefit upon a termination of employment which results in a forfeiture under the terms of the Plan or the inability to locate a payee under the terms of the Plan) pursuant to the terms of the Plan.

ARTICLE V - INVESTMENT AUTHORITY

5.1 TRUSTEE AUTHORITY. All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with the Plan participant or the Employer. The Trustee shall have the following powers with respect to any and all monies, securities and other assets at any time held by it and constituting part or all of the Trust, such powers, subject to Section 5.2, to be exercised by it in its sole discretion:

- (a) To purchase or subscribe for and invest in any securities, but not including any securities of the Trustee or any affiliate of the Trustee, and to retain any such securities in the Trust. Without in any way intending to limit the generality of the foregoing, the said term "securities" shall be deemed to include common and preferred stocks, mortgages, debentures, bonds, notes or other evidences of indebtedness, and other forms of securities, excluding those issued by the Employer or sold by employees participating under the Plan.
The Trustee is authorized to invest and reinvest all or a portion of the Trust in shares of any open-ended investment fund or company.
- (b) To sell, transfer and convey for cash or on credit, convert, redeem, exchange for other securities, or otherwise to dispose of any securities at any time held by it.
- (c) To exercise any connection with any securities at any time held by it; to oppose or to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities which may at any time be held by it, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities which it may so acquire.
- (d) To vote, personally or by general or limited proxy, any securities which may be held by it at any time and, similarly, to exercise, personally or by general

- or limited proxy, any right appurtenant to any securities held by it at any time.
- (e) To register any securities held by it hereunder in its own name or in the name of a nominee, or in any form permitting title to pass by delivery, providing the records of the Trustee shall clearly indicate the ownership of any asset of the Trust.
 - (f) To make, execute and deliver any and all mortgages, contracts, consents, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers,
 - (g) To invest and reinvest all or any portion of the Trust in units of participation in one or more common, collective or commingled trust funds. Any such common, collective or commingled trust fund may be specifically designated for investment in guaranteed investment contracts.
 - (h) To invest any part or all of the Trust (including idle cash balances) in certificates of deposit, demand or time deposits, savings accounts, money market accounts or similar investments.
 - (i) To enter into contracts of Life Insurance and/or Annuities.

5.2 EMPLOYER AUTHORITY. The Employer shall have the right at any time, and from time to time in its sole discretion, to direct the Trustee as to the investment of the assets of the Trust, to require the Trustee to maintain separate accounts representing assets of the Trust which are maintained for the purpose of providing Plan benefits to Plan participants and beneficiaries and/or to substitute assets of equal fair market value for any asset held by the Trust. These rights are exercisable by the Employer in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity. In addition, the Employer may, from time to time and in its sole discretion, provide an investment and/or asset allocation policy which the Trustee shall follow when making investment decisions hereunder.

5.3 INDEMNIFICATION. If the Trustee invests any or all of the Trust Fund pursuant to the directions of the Employer, the Employer agrees to indemnify and hold harmless the Trustee from any claim of loss to the Trust Fund arising out of the Trustee's compliance with the Employer's investment directions.

ARTICLE VI - DISPOSITION OF INCOME

6.1 DISPOSITION OF INCOME. During the term of this Trust, all income received by the Trust shall be accumulated and reinvested.

ARTICLE VII - ACCOUNTING BY TRUSTEE

7.1 ACCOUNTING BY TRUSTEE. The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Employer and the Trustee. Within ninety (90) days following the close of each calendar year and within ninety (90) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Employer a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or

resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

ARTICLE VIII - RESPONSIBILITY OF THE TRUSTEE

8.1 PRUDENT PERSON. The Trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Employer which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by the Employer. In the event of a dispute between the Employer and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

8.2 TRUSTEE INDEMNIFICATION. If the Trustee undertakes or defends any litigation arising in connection with this Trust (except an action by the Employer or any Plan participant or beneficiary for the Trustee's breach of duty hereunder), the Employer agrees to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Employer does not pay such costs, expenses and liabilities in a reasonable and timely manner, the Trustee may obtain payment from the Trust.

8.3 LEGAL COUNSEL. The Trustee may consult with legal counsel with respect to any of its duties or obligations hereunder.

8.4 HIRING AGENTS. The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

8.5 TRUSTEE POWERS. The Trustee shall have, without exclusion, all powers conferred on trustees by applicable law, unless expressly provided otherwise herein; provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

8.6 LIMITATION ON POWERS. Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulation promulgated pursuant to the Internal Revenue Code.

ARTICLE IX - FEES AND EXPENSES OF THE TRUSTEE

9.1 TRUSTEE EXPENSES AND FEES. The Employer shall pay all expenses of administering the Plan and the Trust and all Trustee's fees and expenses with respect to which the Trustee is entitled to compensation or reimbursement. If not so paid, the fees and expenses shall be paid from the Trust.

ARTICLE X - RESIGNATION AND REMOVAL OF TRUSTEE

10.1 TRUSTEE RESIGNATION. The Trustee may resign at any time by written notice to the Employer, which shall be effective thirty (30) days after receipt of such notice unless the Employer and the Trustee agree otherwise.

10.2 TRUSTEE REMOVAL. The Trustee may be removed by the Employer, on (30) thirty days notice or upon shorter notice accepted by the Trustee.

10.3 TRANSFER OF ASSETS. Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within sixty (60) days after receipt of the notice of resignation, removal or transfer, unless the Employer extends the time limit.

10.4 APPOINTMENT OF SUCCESSOR. If the Trustee resigns or is removed, a successor shall be appointed, in accordance with the following section, by the effective date of resignation or removal. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

ARTICLE XI - APPOINTMENT OF SUCCESSOR

11.1 APPOINTMENT OF SUCCESSOR. If the Trustee resigns or is removed in accordance with Sections 10.1 or 10.2 hereof, the Employer may appoint a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Employer or the successor trustee to evidence the transfer. A successor Trustee appointment must maintain the representative balance of Employer and Participants in existence before the resignation or removal.

ARTICLE XII - AMENDMENT OR TERMINATION

12.1 AMENDMENT. This Trust Agreement may be amended by a written instrument executed by the Trustee and the Employer. Notwithstanding the foregoing, no such amendment shall conflict with the terms of this Plan, shall cause funds of the Trust to be diverted other than to purposes of payment of Plan benefits (except in the case of Insolvency) or otherwise as provided hereunder or shall make the Trust revocable after it has become irrevocable in accordance herewith.

12.3 **TERMINATION.** The Trust shall not terminate until the date on which all Plan participants and beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Employer.

ARTICLE XIII - MISCELLANEOUS

13.1 **VALIDITY OF PROVISIONS.** Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

13.2 **NO ASSIGNMENT OF BENEFITS.** Benefits payable to a Plan participant and his or her beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

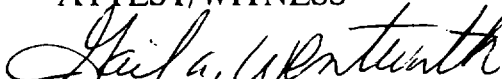
13.3 **GOVERNMENT LAW.** This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

ARTICLE XIV - EFFECTIVE DATE


14.1 EFFECTIVE DATE. The effective date of this Trust Agreement is January 1, 1996.

IN WITNESS WHEREOF, this Trust Agreement has been duly executed under seal by the parties hereto, effective as of the day and year first above written.

ATTEST/WITNESS

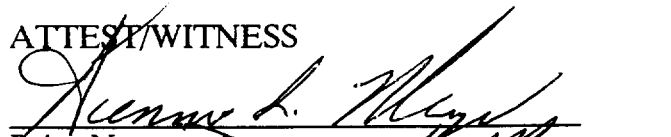

Print Name GAIL A. WENTWORTH

Baltimore Tank Lines, Inc., Settlor


By: 
Name: GORDON L. WESTKAMP
Date: 12/13/96

[SEAL]

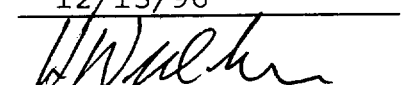
ATTEST/WITNESS

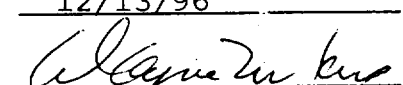

Print Name Dennis L. Meyer

Trustee(s):

By: 
Name: Gordon Westkamp, Trustee
Date: 12/13/96

[SEAL]

By: 
Name: H. William Molner, Trustee
Date: 12/13/96

By: 
Name: Wayne Kus, Trustee
Date: 12/13/96