

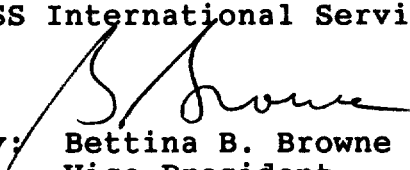
**ISS INTERNATIONAL SERVICE SYSTEM, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
STATEMENT UNDER 29 CFR 2520.104-23: ALTERNATIVE METHOD
OF COMPLIANCE FOR PENSION PLANS FOR CERTAIN SELECTED EMPLOYEES**

The following statement is made pursuant to 29 CFR 2520.104-34, wherein is prescribed an alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded pension plans maintained by an employer for a select group of management or highly compensated employees:

1. The name of the employer is ISS International Service System, Inc.
2. The Employer Identification Number is 13-2598740.
3. The employer maintains this plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.
4. The employer sponsors two such plans. About one hundred employees are currently in such plans and receiving benefits thereunder. The number of employees eligible to participate in the plan upon satisfaction of its requirements is approximately one hundred.

Date: 10/10/90

ISS International Service System, Inc.


By: Bettina B. Browne
Vice President

DEFERRED COMPENSATION AGREEMENT
DOL REG. 2520.104-34 STATEMENT

The following statement is made pursuant to Department of Labor Regulation 2520.104-34, which sets forth an alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of the Employee Retirement Income Security Act of 1974:

1. The name of the employer is ISS International Service System, Inc.
2. The Employer Identification Number is 13-2598740.
3. The employer maintains deferred compensation plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.
4. The employer sponsors two such plan, as follows:

<u>Plan</u>	<u>NUMBER OF EMPLOYEES</u>	<u>Participating</u>
Executive Deferred Compensation Plan - 1990	100	eligible
Executive Deferred Compensation Plan - 1988	50	eligible

Dated: 10/10/90

ISS International Service System, Inc.


By: Bettina B. Browne
Vice President

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ISS INTERNATIONAL SERVICE SYSTEM, INC.
EXECUTIVE DEFERRED COMPENSATION PLAN

This Executive Deferred Compensation Plan (hereinafter referred to as the "Plan") has been adopted by the Board of Directors of ISS International Service System, Inc. (hereinafter referred to as the "Company"), effective as of October 1, 1990.

1. **Purpose**

The purpose of the Plan is to provide supplemental retirement income and death benefits for certain Participants (hereinafter defined).

2. **Definitions**

The following definitions, set forth in alphabetical order, are used throughout the Plan. Whenever words or phrases have initial capital letters in the Plan, a special definition for those words or phrases is set forth below.

- (a) "Account" means the record maintained by the Committee of each Participant's Deferrals, credited interest, adjustments and distributions under the Plan.
- (b) "Beneficiary" means the person, persons or entity designated in writing by the Participant on forms provided by the Retirement Committee to receive distribution of certain death benefits under the Plan in the event of the Participant's death. A Participant may change the designated Beneficiary from time to time by filing a new written designation with the Retirement Committee, and such designation shall be effective upon receipt by the Retirement Committee. The designation of a Beneficiary other than the Participant's spouse must be consented to in writing by the spouse. If a Participant has not designated a Beneficiary, or if a designated Beneficiary is not living or in existence at the time of a Participant's death, any death benefits payable under the Plan shall be paid to the Participant's spouse, if then living, and if the Participant's spouse is not then living, to the Participant's estate.

- (c) "Benefit Agreement" means the Benefit Agreement described in Section 8(a).
 - (d) "Board of Directors" means the Board of Directors of the Company.
 - (e) "Bonus Match" means the contributions made by the Employer for the benefit of the Participant pursuant to Section 3(g).
 - (f) "Change in Control" means, after the effective date of the Plan:
 - (i) The acquisition by any person, entity or "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as beneficial owner, directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the then outstanding securities of the Company.
 - (ii) A change, during any period of two consecutive years, of a majority of the Board of Directors as constituted as of the beginning of such period, unless the election of each director who was not a director at the beginning of such period was approved by vote of at least two-thirds of the directors then in office who were directors at the beginning of such period; or
 - (iii) Any other event constituting a change in control required to be reported in response to item 5(f) of Schedule 14A of Regulation 14A under the Securities Act of 1934.
- Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred by reason of the acquisition of securities of the Company by the Company, any entity controlled by the Company or any plan sponsored by the Employer which is qualified under Section 401(a) of the Code.
- (g) "Code" means the Internal Revenue Code of 1986, as amended.

- (h) "Committee" means the Retirement Committee appointed by the Board of Directors, which shall administer this plan.
- (i) "Company" means ISS International Service System, Inc.
- (j) "Covered Compensation" means total W-2 Cash Compensation for the year.
- (k) "Deferral" means the portion of a Participant's Covered Compensation that has been deferred in accordance with Section 3. Deferral amounts are retained by the Employer as part of its general assets.
- (l) "Deferral Period" means the four consecutive Deferral Years following execution of a particular Benefit Agreement.
- (m) "Deferral Year" means the 12-month period beginning on the October 1 effective date of a Benefit Agreement, and anniversaries thereof.
- (n) "Disabled" means a physical or mental state that would qualify a Participant for disability benefits under the Company's Long Term Disability Plan, because of medically determinable bodily injury, mental impairment or disease sustained after the date of such person's designation as a Participant, as determined by the Committee. The Committee may rely on the conclusions reached by any insurance carrier that has issued an insurance policy to the Employer covering the Participant or any physician acceptable to the Committee.
- (o) "Early Retirement Date" means the first day of the month coinciding with or next following the later of:
 - (i) Attainment of age 55.
- (p) "Employer" means the Company, and those affiliated corporations which have been designated by the Board of Directors to participate in the Plan and which have adopted the Plan.

- (g) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- (r) "Moody's Rate" for any Plan Year means Moody's AAA Seasoned Corporate Bond Yield Average for the 12 month period ending on August 31 preceding such Plan Year as published by Moody's Investors Service, Inc. or any substantially similar composite.
- (s) "Normal Retirement Date" means the first day of the month coinciding with or next following the later of:
 - (i) Attainment of age 60.
- (t) "Participant" means a management or "Highly Compensated Employee of the Employer":
 - (i) who is a corporate or subsidiary department head, corporate or subsidiary department officer, group vice president, group financial manager or branch manager, earning in excess of the Social Security Wage Base for the year; and
 - (ii) who has executed a Benefit Agreement.

An employee's designation as a Participant may be revoked at any time. Upon such revocation, the employee shall only be entitled to benefits that may have become vested under the Plan, and no further Deferrals shall be permitted. Notwithstanding any provision in the Plan to the contrary, the Board of Directors may designate a Participant to be eligible for all benefits other than the portion of the Pre-Retirement Death Benefit described in Section 5(b) and the Spouse's Survivor Benefit described in Section 6(b). The Beneficiary and/or spouse of such a Participant shall not receive the benefits so described.

- (u) "Plan Interest Rate" means, for any Plan Year, the interest rate established by the Board of Directors for such Plan Year. The Plan Interest Rate shall be announced by the Board of Directors prior to September 15 of the preceding Plan Year as a percentage not less than:

(i) 100% of the Moody's Rate.

A Plan Interest Rate, once established, shall continue in effect until replaced in accordance with this subsection.

(v) "Plan Year" means a period of 12 consecutive months beginning on October 1.

(w) "Post-Retirement Death Benefit" means the benefit payable to the Beneficiary and/or spouse of a Participant who dies after the commencement of his Retirement Income Benefit, as described in Section 6.

(x) "Pre-Retirement Death Benefit" means the benefit payable to the Beneficiary of a Participant who dies prior to commencement of his Retirement Income Benefit, as described in Section 5.

(y) "Retirement Income Benefit" means the benefit described in Sections 4(a), (b) and (c).

(z) "Social Security Wage Base" means the wage base for purposes of the OASDI tax as of the beginning of the Plan Year.

(aa) "Total Deferral" means the total amount of Deferrals that a Participant commits to make under Section 3(d) during a Deferral Period with respect to a particular Benefit Agreement.

3. Participation

(a) Initial Eligibility

A Participant shall commence participation hereunder by executing and filing with the Committee a Benefit Agreement containing an election to participate in the Plan and an election to make the Deferrals described in subsections (d) and (e)(ii). Benefit Agreements shall become effective as of the immediately succeeding October 1 after execution of the Benefit Agreement. Subject to subsection (c), such elections shall be irrevocable.

(b) Subsequent Eligibility

With the consent of the Committee, a Participant may execute one or more additional Benefit Agreements with respect to subsequent Deferral Periods, in accordance with the procedures applicable to subsection (a). Except as otherwise expressly provided, the provisions of this Plan shall be applied separately with respect to each Benefit Agreement.

(c) Continuing Eligibility

A Participant may continue to make the Deferrals provided under subsection (e) until he terminates employment with the Employer, he receives a withdrawal or he has made the Total Deferral described in subsection (d).

(d) Election of Total Deferral

The Participant shall elect the Total Deferral that he will make during the Deferral Period and the Deferral for the initial Deferral Year of such Deferral Period in his Benefit Agreement. The maximum Total Deferral shall be 30% of total W-2 Cash Compensation, but shall not be greater than the excess of base salary, cash bonuses and commissions, over the Social Security Wage Base. The Total Deferral shall not be less than \$10,000

(e) Annual Election

Participants may irrevocably elect in writing to make Deferrals for any Deferral Year in the Deferral Period in accordance with the following rules:

- (i) The Deferrals for any Deferral Year from base salary shall not exceed 30% thereof, nor shall the Deferral from Covered Compensation exceed the Participant's total Covered Compensation in excess of the Social Security Wage Base. Notwithstanding the foregoing, an annual Deferral from base salary may exceed 30% thereof if the Participant commences participation under a Benefit Agreement with fewer than four Plan Years remaining until his Normal Retirement Date.

- (ii) Each Participant shall make a Deferral for the first Deferral Year beginning after execution of the respective Benefit Agreement as set forth in such Benefit Agreement. The minimum Deferral shall be 25% of the Total Deferral commitment. The source of such Deferral shall be the Participant's Covered Compensation payable in such Deferral Year.
- (iii) Each Participant may elect to make an annual Deferral for a subsequent Deferral Year from their Covered Compensation payable in such Deferral Year.
- (iv) An election to make a Deferral from base salary for a Plan Year must be made not later than the 30th of September of the prior Plan Year. A Participant may not change his rate of Deferral from base salary once it has been elected for a Plan Year. An election to make a Deferral from bonus must be made on or before the later of September 30 preceding the Plan Year in which the bonus is paid. If the Participant elects to make a Deferral, the amount of the Deferral for such Deferral Year shall be at least equal to the lesser of \$2,500 or the balance needed to complete his Total Deferral, and not more than the amount needed to complete his Total Deferral.
- (v) Cash Deferrals shall be credited to a Participant's Account as of the 15th of each month.
- (vi) If a Participant who remains eligible to make Deferrals throughout his Deferral Period fails to make his Total Deferral by the end of the Deferral Period, other than by reason of 100% of his actual Covered Compensation being less than the amount estimated in his Benefit Agreement, he shall cease to be a Participant in the Plan. He shall receive a lump sum payment within 120 days of the end of the Deferral Period equal to his Account balance as of the end of the Deferral Period reduced to reflect no crediting of interest throughout the

Deferral Period. Neither the Participant, spouse nor Beneficiary shall be entitled to any further benefit hereunder.

(f) Interest

Except as otherwise provided, interest shall be credited to each Participant's Account monthly during each Plan Year based upon the Plan Interest Rate in effect for such Plan Year for so long as there remains a balance in the Participant's Account. Interest shall be computed to assure compounding on an annual basis.

(g) "Bonus Match"

For each Plan Year or that portion thereof that the Participant meets the eligibility criteria of the Employer's 401(k) Plan as respects matching contributions, the Employer shall contribute to the Participant's Account, a "Bonus Match" contribution, provided that the Participant is an active employee of the Employer on December 31st of the calendar year. The amount of such "Bonus Match" shall be equal to 50% of the Participant's Deferral for the Plan Year or Years prior thereto, subject to a maximum of 1.5% of the Participant's Covered Compensation for the same period.

The "Bonus Match" shall not be confused with a Bonus Deferral. Said Bonus Deferrals pertain exclusively to Bonuses earned by the Employer other than the Bonus Match herein described.

The "Bonus Match" shall be credited to the Participant's Account within 180 days of the end of the calendar year.

The "Bonus Match" shall be 100% vested when applied to the Participant's Account.

4. Participant Benefits

(a) Normal Retirement

Subject to subsection (h), a Participant who retires on his Normal Retirement Date shall be entitled to a Retirement Income Benefit commencing at Normal Retirement Date consisting of equal monthly payments over 10 years or 15 years, whichever was selected by the Participant

in his Benefit Agreement or such other payment schedule subsequently permitted by the Committee in its discretion. The amount of the monthly payments shall be set initially to pay out over the specified period the balance in the Account at the commencement of payments with interest credited monthly on the declining balance at the Moody's Rate for the Plan Year in which payments commence ("assumed interest rate"). The Participant's Account shall be credited quarterly with interest at the Moody's Rate and charged with the monthly payments to the Participant. At the beginning of each subsequent Plan Year until the payment period has elapsed, the assumed interest rate shall be set at the Moody's Rate for such Plan Year, and the monthly payment amount shall be recalculated to reflect the new assumed interest rate.

(b) Early Retirement

Subject to subsection (h), a Participant who retires prior to his Normal Retirement Date, but on or after his Early Retirement Date, shall be entitled to a Retirement Income Benefit commencing on the first day of the month following his actual retirement. The Retirement Income Benefit shall be determined in accordance with subsection (a).

(c) Deferred Retirement

A Participant who retires after his Normal Retirement Date shall be entitled to a Retirement Income Benefit commencing on the first day of the month following his actual retirement, determined in accordance with subsection (a) using the balance in his Account as of his actual retirement date in lieu of the balance as of his Normal Retirement Date.

(d) Termination of Employment

A Participant who terminates employment for reasons other than death or disability prior to his Early Retirement Date shall be entitled to a termination benefit. The benefit shall be equal to his Account balance as of the date of distribution including interest prorated to such date.

The benefit shall be paid as a lump sum payment as soon as practicable after termination of employment. Neither the Participant, spouse nor Beneficiary shall be entitled to any further benefit hereunder.

(e) Disability

- (i) A Disabled Participant shall be deemed to be a Participant employed by the Employer, and shall retain eligibility for all benefits, during such period of disability.
- (ii) If the period of disability occurs prior to completion of the Deferral Period, the Committee shall reduce or waive the Participant's Deferral commitment for the current Deferral Year and Total Deferral commitment, if so requested by the Participant, to reflect any reduction in the Participant's Covered Compensation caused by such disability.
- (iii) The Disabled Participant may request a hardship withdrawal in accordance with subsection (f). Such withdrawal, if approved by the Committee, shall be deemed to be a withdrawal after the Deferral Period for purposes of subsection (f), regardless of the actual timing of the distribution.

(f) Hardship Withdrawal

At any time prior to the commencement of Retirement Income Benefits hereunder, a Participant may request the Committee to make a distribution to him from his Account balance in a lump sum within 120 days. Such distribution shall be made only if the Committee determines

that the Participant is suffering from a severe financial hardship that cannot be ameliorated by funds reasonably available from other sources, using standards applicable to plans qualified under Section 401(k) of the Code.

(i) If the hardship withdrawal is to be made within the Deferral Period, the amount to be distributed shall be the entire Account balance, and neither the Participant, spouse nor Beneficiary shall be entitled to any further benefit hereunder.

(ii) If the hardship withdrawal is to be made after the Deferral Period, the Participant may select the portion of his Account to be withdrawn, not to exceed the amount required to ameliorate the hardship. The Participant will remain eligible for retirement, death, termination and disability benefits hereunder (based upon his remaining Account balance, if any).

(g) Retirement Prior to Completion of Deferrals

In the event that a Participant becomes entitled to a Retirement Income Benefit prior to completion of his Total Deferral commitment, he shall be treated as a Participant who terminates employment prior to his Early Retirement Date but after completion of his Total Deferral commitment, under subsection (d)(i), rather than as a retired Participant. Neither the Participant, spouse nor Beneficiary shall be entitled to any further benefit hereunder.

5. Pre-Retirement Death Benefit

The Beneficiary of a Participant who dies while employed by the Employer, or after termination of employment but prior to commencement of his Retirement Income Benefit, shall be entitled to receive a death benefit. The death benefit shall consist of the following:

(a) A single lump sum payment equal to the Participant's Account balance as of the date of distribution, including interest prorated to such date; and

- (b) Provided that the Participant dies after six months have elapsed from the effective date of his Benefit Agreement, equal monthly payments for 10 years certain equal to 1/12 of 25% of the Participant's Total Deferral commitments reduced, if applicable, by any reduction in the Total Deferral under Section 4(e)(ii) or withdrawal under Section 4(f).

The benefit shall be paid or shall commence to be paid as soon as practicable after the Participant's death.

6. Post-Retirement Death Benefit

(a) Regular Benefit

The Beneficiary of a Participant who dies after commencement of his Retirement Income Benefit shall be entitled to receive the balance, if any, of the Retirement Income Benefit payable under Section 4.

(b) Spouse's Survivor Benefit

Provided that the Participant dies after six months have elapsed from the effective date of his Benefit Agreement, the spouse of a Participant who dies after commencement of his Retirement Income Benefit on account of early, normal or deferred retirement shall be entitled to receive a spouse's survivor benefit. The spouse's survivor benefit shall commence after all benefits have been paid to the Beneficiary under subsection (a), and shall consist of an annuity for the life of the spouse with monthly payments equal to 40% of the average monthly payments made to the Participant and Beneficiary under Section 4 and 6(a), respectively, recalculated, if necessary, to reflect a 15 year payment schedule. Notwithstanding the foregoing, if the spouse is more than five years younger than the Participant, the annuity will be determined with reference to the actual age of the spouse and the monthly payments reduced to produce the actuarial equivalent of an annuity for a spouse who is five years younger than the participant. In addition, if the Participant dies without a spouse, the Beneficiary shall

receive monthly payments for 5 years certain equal to 40% of the average monthly payments made to the Participant and Beneficiary under Sections 4 and 6(a), respectively, recalculated, if necessary, to reflect a 15 year payment schedule.

7. Vesting of Benefits

(a) Participant's Account

A Participant shall be 100% vested in his Account balance at all times, subject to the adjustments as otherwise provided in the Plan.

(b) Other Benefits

A Participant's right to the future crediting of interest to his Account, or to other benefits in excess of his current Account balance, shall vest only upon the commencement of payment of his benefit or his death, whichever is applicable. Until such time, such additional interest or benefit may be modified or eliminated by operation of Section 12.

8. Additional Provisions

(a) Benefit Agreement

The Committee shall provide to each Participant a form of Benefit Agreement, which shall set forth the Participant's acceptance of the benefits provided hereunder, his agreement to be bound by the terms of the Plan and certain additional matters described elsewhere in this Plan.

(b) Exclusion for Suicide or Self-Inflicted Injury

Notwithstanding any other provision of the Plan, no benefits in excess of the Participant's Deferrals or Transfer Amounts shall be paid to any Participant, spouse or Beneficiary with respect to a Benefit Agreement in the event of the death of the Participant within two years of the beginning of the applicable Deferral Period as the result of suicide or self-inflicted injury.

(c) Leave of Absence

A Participant who is on an approved leave of absence with salary, or on an approved leave of absence without salary for a period of not more than one year, shall be deemed to be a Participant employed by the Employer during such leave of absence. A Participant who is on an approved leave of absence without salary for a period in excess of six months shall be deemed to have voluntarily terminated his employment as of the end of such six month period.

(d) Alternative Forms of Benefit

The Committee in its sole discretion at the written request of the recipient, may elect to pay the Participant, spouse or Beneficiary an actuarially equivalent lump sum or other form of benefit that it deems appropriate in lieu of the benefit form otherwise provided.

(e) Actuarial Equivalence

Actuarial Equivalence hereunder shall be determined using the interest and mortality factors adopted from time to time by the Board of Directors or the Committee. The initial factors to be used shall be an interest rate of 6% per year and a mortality assumption based upon the UP-1984 Unisex Mortality Table.

(f) Withholding

Benefit payments hereunder shall be subject to applicable federal, state or local withholding for taxes.

(g) Payment to Beneficiary

In the event that a Beneficiary dies prior to receiving all installments that were to be paid to the Beneficiary, the remaining installments shall be paid to the Beneficiary's estate.

9. Funding of Benefits

The Plan shall be unfunded. All benefits payable under the Plan shall be paid from the Employer's general assets, and nothing contained in the Plan shall require the Employer to set aside or hold in trust any funds for the benefit of a Participant or his Beneficiary, who shall have the status of a general unsecured creditor with respect to the Employer's obligation to make payments under the Plan. Any funds of the Employer available to pay benefits under the Plan shall be subject to the claims of general creditors of the Employer and may be used for any purpose by the Employer.

10. Administration of the Plan

(a) The Committee

The Committee shall administer the Plan and shall keep a written record of its action and proceedings regarding the Plan and all dates, records and documents relating to its administration of the Plan.

The Committee is authorized to interpret the Plan, to make, amend and rescind such rules as it deems necessary for the proper administration of the Plan, to make all other determinations necessary or advisable for the administration of the Plan and to correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent that the Committee deems desirable to carry the Plan into effect. The powers and duties of the Committee shall include, without limitation, the following:

- (i) Resolving all questions relating to the eligibility of employees to become Participants;
- (ii) Determining the amount of benefits payable to Participants or their Beneficiaries and authorizing and directing the Employer with respect to the payment of benefits under the Plan;

- (iii) Construing and interpreting the Plan whenever necessary to carry out its intention and purpose and making and publishing such rules for the regulation of the Plan as are not inconsistent with the terms of the Plan;
- (iv) Compiling and maintaining all records it determines to be necessary, appropriate or convenient in connection with the administration of the Plan; and
- (v) Engaging any administrative, actuarial, legal, medical, accounting, clerical, or other services it may deem appropriate to effectuate the Plan.

Any action taken or determination made by the Committee shall, except as otherwise provided in Section 12 below, be conclusive on all parties. No members of the Committee shall vote on any matter affecting such member.

(b) Expense of the Committee

The expenses of the Committee properly and actually incurred in the performance of its duties under the Plan shall be paid by the Company.

(c) Bonding and Compensation

The members of the Committee shall serve without bond, and without compensation for their services as Committee members except as the Company may provide in its discretion.

(d) Information to be Submitted to the Committee

To enable the Committee to perform its functions, the Company shall supply full and timely information to the Committee on all matters relating to Participants as the Committee may require, and shall maintain such other records as the Committee may determine are necessary in order to determine the benefits due or which may become due to Participants or their Beneficiaries under the Plan. The Committee may rely on such records as conclusive with respect to the matters set forth therein.

(e) Notices, Statements and Reports

The Company shall be the "administrator" of the Plan as defined in Section 3(16)(A) of ERISA for purposes of the reporting and disclosure requirements imposed by ERISA and the Code. The Committee shall assist the Company, as requested, in complying with such reporting and disclosure requirements.

(f) Service of Process

The Committee may from time to time designate an agent of the Plan for the service of legal process. The Committee shall cause such agent to be identified in materials it distributes or causes to be distributed when such identification is required under applicable law. In the absence of such a designation, the Company shall be the agent of the Plan for the service of legal process.

(g) Insurance

The Company, in its discretion, may obtain, pay for and keep current a policy or policies of insurance, insuring the Committee members, the members of the Board of Directors and other employees to whom any responsibility with respect to the administration of the Plan has been delegated against any and all costs, expenses and liabilities (including attorneys' fees) incurred by such persons as a result of any act, or omission to act, in connection with the performance of their duties, responsibilities and obligations under the Plan and any applicable law.

(h) Indemnity

If the Company does not obtain, pay for and keep current the type of insurance policy or policies referred to in subsection (g), or if such insurance is provided but any of the parties referred to in subsection (g) incur any costs or expenses which are not covered under such policies, then the Company shall indemnify and hold harmless, to the extent permitted by law, such parties against any and all costs, expenses and liabilities (including attorneys' fees)

incurred by such parties in performing their duties and responsibilities under this Plan, provided that such party or parties were not guilty of wilful misconduct. In the event that such party is named as a defendant in a lawsuit or proceeding involving the Plan (other than in a lawsuit brought against such party by the Company) the party shall be entitled to receive on a current basis the indemnity payments provided for in this subsection, provided however that if the final judgment entered in the lawsuit or proceeding holds that the party is guilty of wilful misconduct with respect to the plan, the party shall be required to refund the indemnity payments that it has received.

11. Claims Procedure

(a) Filing Claim for Benefits

If a Participant or Beneficiary (hereinafter referred to as the "Applicant") does not receive the timely payment of the benefits which the Applicant believes are due under the Plan, the Applicant may make a claim for benefits in the manner hereinafter provided.

All claims for benefits under the Plan shall be made in writing and shall be signed by the Applicant. Claims shall be submitted to a representative designed by the Committee and hereinafter referred to as the "Claims Coordinator". The Claims Coordinator may, but need not, be a member of the Committee. If the Applicant does not furnish sufficient information with the claim for the Claims Coordinator to determine the validity of the claim, the Claims Coordinator shall indicate to the Applicant any additional information which is necessary for the Claims Coordinator to determine the validity of the claim.

Each claim hereunder shall be acted on and approved or disapproved by the Claims Coordinator within 90 days following the receipt by the Claims Coordinator of the information necessary to process the claim.

In the event the Claims Coordinator denies a claim for benefits in whole or in part, the Claims Coordinator shall notify the Applicant in writing of the denial for the claim and notify the Applicant of his right to a review of the Claims Coordinator's decision by the Committee. Such notice by the Claims Coordinator shall also set forth, in a manner calculated to be understood by the Applicant, the specific reason for such denial, the specific provisions of the Plan or Agreement on which the denial is based, a description of any additional material or information necessary to perfect the claim with an explanation of why such material or information is necessary, and an explanation of the Plan's appeals procedure as set forth in this Section.

If no action is taken by the Claims Coordinator on an Applicant's claim within 90 days after receipt by the Claims Coordinator, such claim shall be deemed to be denied for purposes of the following appeals procedure.

(b) Appeals Procedure

Any Applicant whose claim for benefits is denied in whole or in part may appeal from such denial to the Committee for a review of the decision by the Committee. Such appeal must be made within three months after the Applicant has received actual or constructive notice of the denial as provided above. An appeal must be submitted in writing within such period and must:

- (i) Request a review by the Committee of the claim for benefits under the Plan;
- (ii) Set forth all of the grounds upon which the Applicant's request for review is based on and any facts in support thereof; and
- (iii) Set forth any issues or comments which the Applicant deems pertinent to the appeal.

The Committee shall regularly review appeals by Applicants. The Committee shall act upon each appeal within 60 days after receipt thereof unless special circumstances require an extension of the time for processing, in which case a decision shall be rendered by the Committee as soon as possible but not later than 120 days after the appeal is received by the Committee.

The Committee shall make full and fair review of each appeal and any written materials submitted by the Applicant in connection therewith. The Committee may require the Applicant to submit such additional facts, documents or other evidence as the Committee in its discretion deems necessary or advisable in making its review. The Applicant shall be given the opportunity to review pertinent documents or materials upon submission of a written request to the Committee, provided the Committee finds the requested documents or materials are pertinent to the appeal.

On the basis of its review, the Committee shall make an independent determination of the Applicant's eligibility for benefits under the Plan. The decision of the Committee on any claim for benefits shall be final and conclusive upon all parties thereto.

In the event the Committee denies an appeal in whole or in part, the Committee shall give written notice of the decision to the Applicant, which notice shall set forth, in a manner calculated to be understood by the Applicant, the specific reasons for such denial and which shall make specific reference to the pertinent provisions of the Plan or Agreement on which the Committee's decision is based.

(c) Exhaustion of Remedies

No Participant, spouse or Beneficiary may commence any legal action based upon the Plan until the procedures specified in this Section have been commenced and completed.

12. Amendment, Termination or Suspension

- (a) The Plan may be amended or terminated by the Company at any time. Such amendment or termination may modify or eliminate any benefit hereunder other than a benefit that is vested. Sections 2(q), 2(t)(ii) and 4(e)(iii) may not be amended after a Change in Control.
- (b) If the Board of Directors determines that payments under the Plan would have a material adverse effect on the Employer's ability to carry on its business, the Board of Directors may suspend such payments temporarily for such time as in its sole discretion it deems advisable, but in no event for a period in excess of one year. The Employer shall pay such suspended payments immediately upon the expiration of the period of suspension. This subsection shall not apply after a Change in Control.
- (c) The Plan is intended to provide benefits for "a select group of management or highly compensated employees" within the meaning of Sections 201, 301 and 401 of ERISA, and therefore to be exempt from the provisions of Parts 2, 3 and 4 of Title 1 of ERISA. Accordingly, in the event it is determined by a court of competent jurisdiction or by an opinion of counsel that the Plan constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA which is not so exempt, the Plan shall terminate as of the date it became nonexempt and except for benefits which previously vested under Section 7, no further benefits shall be paid hereunder.
- (d) The Board of Directors in its sole discretion may accelerate all vested benefits upon termination of the Plan, and pay such benefits in a single, actuarially equivalent lump sum.

13. Miscellaneous

(a) Participant Rights

Nothing in the Plan shall confer upon a Participant the right to continue in the employ of the Employer or shall limit or restrict the

right of the Employer to terminate the employment of a Participant at any time with or without cause.

(b) Alienation

Except as otherwise provided in the Plan, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge such right or benefit shall be void. No such right or benefit shall in any manner be liable for or subject to the debts, liability or torts of a Participant or Beneficiary.

(c) Partial Invalidity

If any provision in the Plan is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

(d) Choice of Law

The Plan shall be construed in accordance with ERISA and, to the extent not pre-empted by ERISA, the laws of the State of New York.

(e) Payment to Minors or Persons Under Legal Disability

If any benefit becomes payable to a minor or to a person under a legal disability, payment of such benefit shall be made only to the conservator or the guardian of the estate of such intended recipient appointed by a court of competent jurisdiction or any other individual or institution maintaining or having custody of such intended recipient. A release by such conservator, guardian, individual or institution shall constitute a legal discharge of the Plan's obligation to the intended recipient.

(f) Spouse's Interest

The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner including but not limited to such spouse's will nor shall such interest pass under the laws of intestate succession.

(g) Successors

In the event of any consolidation, merger, acquisition or reorganization of the Employer, the obligations of the Employer under this Plan shall continue and be binding upon the Employer and successors.

(h) Gender, Tense and Headings

Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

Headings of Sections and subsections as used herein are inserted solely for convenience and reference and constitute no part of the Plan.

Executed at New York, New York
this 30 day of September, 1990

ISS INTERNATIONAL SERVICE
SYSTEM, INC.

BY: 

Henrik C. Slipsager
President and

Its Chief Executive Officer

BY: 

Robert E. Atkins, Jr.
Senior Vice President, Secretary

Its and General Counsel