

# WILENTZ GOLDMAN & SPITZER

ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

90 Woodbridge Center Drive  
Suite 900 Box 10  
Woodbridge, NJ 07095-0958  
(908) 636-8000  
Fax (908) 855-6117

Meridian Center I  
Two Industrial Way West  
Eatontown, NJ 07724-2265  
(908) 542-4500  
Fax (908) 493-8387

Wall Street Plaza  
88 Pine Street  
New York, NY 10005-1801  
(212) 267-3091  
Fax (212) 267-3828

Please reply to

Woodbridge  
(908) 855-6041

DAVID T. WILENTZ (1919-1988)  
G. GEORGE GOLDMAN (1922-1959)  
HENRY M. SPITZER (1928-1988)

WARREN W. WILENTZ  
MATTHIAS D. DILEO  
ROBERT A. PETITO  
MORRIS BROWN<sup>Δ</sup>  
HAROLD G. SMITH  
FREDERIC K. BECKER<sup>1</sup>  
NICHOLAS L. SANTOWASSO  
ALFRED J. HILL  
RICHARD F. LERT  
JOHN A. HOFFMAN  
STANLEY L. BENN (1965-1989)  
STEPHEN E. BARCAN  
ROBERT J. CIRAFESI  
FRANCIS V. BONIELLO  
VINCENT P. MALTESE  
DAVID M. WILDSTEIN  
ALAN M. DARNELL  
GORDON J. GOLLUM  
FRANK M. CIUFFANI<sup>Δ</sup>  
MARVIN J. BRAUTH<sup>1</sup>  
STUART A. ROBERMAN<sup>1,2</sup>  
NICHOLAS W. MCCLEAR<sup>Δ</sup>  
STEPHEN A. SPITZER  
RICHARD R. BONAMO<sup>1</sup>  
SIDNEY D. WEISS  
PETER C. PARAS  
ANNE S. BABINEAU<sup>1</sup>  
CHRISTINE D. PETRUZZELL  
ROGER B. KAPLAN<sup>1</sup>  
PHILIP A. PAHIGIAN<sup>1,4,8</sup>  
BRIAN J. MOLLOY  
RANDALL J. RICHARDS  
BARRY T. ALBIN<sup>1</sup>  
BONNIE M. S. REISS  
SHELDON E. JAFFE<sup>2</sup>  
STUART T. COX, JR.

NORMAN J. PEER<sup>1</sup>  
JOSEPH J. JANKOWSKI  
FREDERICK J. DENNEHY  
ROY H. TANZMAN<sup>1</sup>  
STEVEN J. TRIPP  
CHRISTOPHER M. PLACITELLA<sup>1</sup>  
PAUL T. SWANICKE<sup>1</sup>  
JAY J. ZIZNEWSKI  
JAMES E. TRABILSY  
MAUREEN S. BINETTI  
ANTHONY J. PANNELLA, JR.  
MICHAEL J. BARRETT  
JEFFREY R. RICH<sup>1</sup>  
MICHAEL F. SCHAFF<sup>1,8</sup>  
ANGELO JOHN CIFALDI  
LESLIE JEDDIS LANG  
FRANCIS X. JOURNICK, JR.  
KEVIN M. BERRY<sup>1</sup>  
LOUIS T. DE LUCIA  
NOEL S. TONNEMAN  
FRANK M. ORTIZ<sup>1</sup>

COUNSEL  
MILTON B. CONFORD (1979-1989)  
FRANK J. BARBARO<sup>9</sup>  
MYRON ROSNER<sup>1</sup>

ASSOCIATES  
LINDA LASHBROOK  
STEVEN P. MARSHALL  
LILIAN MESSINA  
ERIC JOHN MARCY  
DAVID S. DEBERRY<sup>1</sup>  
YVONNE MARCUSE  
ROBERT C. KAUTZ<sup>1,5</sup>  
DOUGLAS WATSON LUBIC<sup>1</sup>  
VIOLA S. LORDI<sup>1</sup>  
SUSANNE S. O'DONOHUE<sup>3</sup>

JEFFREY K. EPSTEIN<sup>1</sup>  
ELIZABETH C. DELL<sup>1</sup>  
GEORGE L. KIMMEL<sup>1</sup>  
JON G. KUPILIK  
PETER R. HERMAN<sup>1</sup>  
CHERYL J. OBERDORF  
DEBORAH D. TANENBAUM  
ERIC S. MANDELBAUM  
ROBERT W. SMITH  
RISA A. KLEINER<sup>2</sup>  
EDWARD T. KOLE  
HESSER G. MCBRIDE, JR.  
RUTH M. MARCUS<sup>9</sup>  
LYNNE M. KIZIS  
KEVIN A. CALAMONER<sup>2</sup>  
RICHARD J. BYRNES  
JONATHAN P. FALK  
GEORGIA G. HAGLUND  
RICHARD A. CATALINA, JR.<sup>2,4</sup>  
MARK F. CURLEY  
ROBERT T. HAEFELE<sup>2</sup>  
PATRICIA S. GARDNER<sup>2</sup>  
LISA A. GORAB<sup>1</sup>  
TIMOTHY E. BURKE<sup>2</sup>  
DONALD E. TAYLOR<sup>2</sup>  
JOHN E. KEEFE, JR.  
FRED HOPKE  
DAVID P. PEPE  
STEVEN P. KNOWLTON<sup>1</sup>  
BARRY R. SUGARMAN<sup>1</sup>  
MELISSA L. KLIPP<sup>1</sup>  
ANITA J. DUPREE  
ANDREA L. BAZER<sup>1</sup>  
LISA MARTINEZ WOLMART<sup>9</sup>  
BRETT A. ROSENBERG<sup>1,4</sup>  
PETER J. TOBER<sup>1</sup>  
ALFRED M. ANTHONY<sup>1</sup>  
RICHARD B. BECKER<sup>1</sup>

ANTONIO J. CASAS<sup>1</sup>  
LINDA A. TANCS<sup>1</sup>  
JOSEPH O'NEIL, JR.<sup>1</sup>  
SCOTT C. SHELLEY<sup>1,3</sup>  
PAUL B. MACCHIA  
DONALD S. BARTH<sup>2</sup>  
JEFFREY MELTZER  
SARA B. ROSENWEIG<sup>1</sup>  
KATHERINE H. WIGNESS  
KELLY GORDON  
PETER GAUDIOSO

Δ Certified Civil Trial Attorney  
□ Certified Criminal Trial Attorney  
1 Also admitted in NY  
2 Also admitted in PA  
3 Also admitted in CT  
4 Also admitted in DC  
5 Also admitted in MA  
6 Also admitted in MD  
7 Also admitted in IL  
8 Also admitted in VI  
9 Only admitted in NY

2520040154031

March 11, 1996

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED: P 380 868 378**

Top Hat Plan Exemption  
Pension and Welfare Benefits Administration  
Room N-5638  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

RE: Wilentz Goldman & Spitzer, P.A.,  
Shareholders' Retirement Plan

Dear sir or Madam:

Pursuant to § 2620.104-23 of the United States Department of Labor's Regulations, this letter is sent to notify the Department of Labor that Wilentz Goldman & Spitzer, P.A. maintains a plan primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees. The particulars are as follows:

1. Name, Address and IRS EIN of Employer Maintaining the Plan:

Wilentz Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Suite 900, Box 10  
Woodbridge, New Jersey 07095-0958

EIN: 22-2292919

**2. Name of Plan to which this Notice Applies:**

Wilentz, Goldman & Spitzer, P.A., Shareholders'  
Retirement Plan

**3. Number of Participants:**

The Plan currently has 59 participants

Very truly yours,

  
Steven P. Marshall

SPM/mcr  
enclosures

EXHIBIT B

WILENTZ, GOLDMAN & SPITZER, P.A.

SHAREHOLDERS' RETIREMENT PLAN

EFFECTIVE JANUARY 1, 1990

PREPARED BY:

WILENTZ, GOLDMAN & SPITZER, P.A.  
90 WOODBRIDGE CENTER DRIVE  
SUITE 900  
P.O. BOX 10  
WOODBRIDGE, NEW JERSEY 07095-0958  
(908) 855-6041

WILENTZ, GOLDMAN & SPITZER, P.A.  
SHAREHOLDERS' RETIREMENT PLAN

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WILENTZ, GOLDMAN & SPITZER, P.A.  
SHAREHOLDERS' RETIREMENT PLAN

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WILENTZ, GOLDMAN & SPITZER, P.A.  
SHAREHOLDERS' RETIREMENT PLAN

ESTABLISHMENT OF THE WILENTZ, GOLDMAN & SPITZER, P.A.  
SHAREHOLDERS' RETIREMENT PLAN (the "Plan") effective as of  
January 1, 1990, by Wilentz, Goldman & Spitzer, P.A. (the  
"Corporation")

W I T N E S S E T H:

WHEREAS, Wilentz, Goldman & Spitzer, P.A. desires to  
establish, effective January 1, 1990, the Wilentz, Goldman &  
Spitzer, P.A. Shareholders' Retirement Plan for the purpose of  
providing retirement benefits for its Shareholders in the manner  
and to the extent set forth in this Plan; and

WHEREAS, the officers of the Corporation have  
cooperated with advisers and counsel in the preparation of this  
Plan;

NOW, THEREFORE, the Wilentz, Goldman & Spitzer, P.A.  
Shareholders' Retirement Plan is established and adopted in its  
entirety as follows:

Section 1. Definitions. The following capitalized  
words and phrases shall have the meaning specified when used in  
this Plan, unless the context clearly indicates otherwise:

1.1 "Accrued Benefit" means, for each Shareholder, a  
benefit under section 3.5 payable to his Designated Beneficiary  
at his death prior to commencement of benefits under the Plan  
equal to the Shareholder's Normal Retirement Benefit computed as

of the date of death using the Shareholder's Five-Year Average Total Salary as of the date of the Shareholder's death, adjusted for Modified Total Service less than 420 months and participation in the Plan for less than 60 months.

1.2 "Actuarially Equivalent Lump Sum Factor" means the factor, determined using the Actuarial Assumptions set forth in section 1.2 of the Wilentz, Goldman & Spitzer, P.A. Pension Plan, which is used to convert the stream of monthly payments to which a Shareholder is entitled as his Normal Retirement Benefit payable under the Pension Plan to a single lump-sum with an actuarial value equal to that of the stream of payments.

1.3 "Anniversary" means the first day of January, 1991, and the first day of January of each succeeding calendar year.

1.4 "Annualization Factor" means the multiplier used under the Plan to convert a stream of monthly payments for a fixed period of time to a single lump sum of equal present value using the Assumed Rate, or as a divisor, to convert a single lump sum into a stream of monthly payments for a fixed period of time of equal present value using the Assumed Rate.

1.5 "Assumed Rate" means an interest rate which is eight percent per annum or the Assumed Rate of interest in effect from time to time under the Plan for purposes of computing a Shareholder's Hypothetical Benefit under section 4.2-2 and the

Annualization Factor. The Assumed Rate shall be adjusted by the Management Committee as of January 1, 1995 and each third Anniversary Date following January 1, 1995 to reflect changes in the prevailing market rates of interest.

1.6 "Beneficiary or Designated Beneficiary" means the person or persons, including contingent Beneficiaries, designated to receive payments in the event of the death of a Shareholder.

1.7 "Benefit Commencement Date" means the first day of the first month as of which benefits are to commence under the retirement provisions of section 3.1, 3.3 and 3.4 of the Plan, the Disability provisions of section 3.2 of the Plan and the death benefits provisions of section 3.5 of the Plan, notwithstanding that the actual commencement of payment of benefits may be subject to administrative delays; in all events, payments will be retroactive to the Benefit Commencement Date.

1.8 "Code" means the Internal Revenue Code of 1986, as amended, and any successor federal Statute.

1.9 "Committee" means the Management Committee of the Corporation.

1.10 "Compensation" means, for any calendar year, (i) the amount of a Shareholder's remuneration from the Corporation as reflected on his Form W-2 for such year (or any equivalent federal report then in use), but excluding any automobile allowance and the amount of any insurance premiums paid on behalf

of a Shareholder by the Corporation for such calendar year, to which shall be added the amount of any Salary Deferral Contributions on behalf of the Shareholder as provided under sections 4.1 and 4.3 of the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan (as Amended and Restated effective January 1, 1992) and Employee Allocations made under the Wilentz, Goldman & Spitzer, P.A. Benefits Program (the "Benefits Program") (as defined in section 1.10 of such Benefits Program) and any Qualified Benefit Plan (as defined in section 1.19 of such Benefit Program) established pursuant to the Benefits Program which are attributable to the period in question.

1.11 "Component" means each of the various funding sources of a Shareholder's benefits under the Plan as set forth in Section 4.2.

1.12 "Corporation" means Wilentz, Goldman & Spitzer, P.A. and any successor entity.

1.13 "Credited Service" means all calendar Months of Service with the Corporation, whether or not as a Shareholder, during which a Shareholder has at least one Hour of Service.

1.14 "Determination Date" means the date as of which any determination of benefits is made under this Plan for any purpose.

1.15 "Disability" means any physical or mental condition which renders a Shareholder totally and permanently

disabled and precludes the Shareholder from being able to continue in the Service of the Corporation in the same or similar capacity as the Shareholder had served prior to such physical or mental condition and which renders the Shareholder eligible for benefits under the long term Disability program maintained by the Corporation as of the commencement of a Shareholder's period of Disability or, if there is no long term Disability program then maintained by the Corporation, a Shareholder shall be disabled if he is rendered eligible for Disability benefits under the Social Security Act, or if the Management Committee determines that he is disabled.

1.16 "Early Retirement Date" means the later of (i) the December 31st of the calendar year in which occurs a Shareholder's 62nd birthday, or (ii) the December 31st next following a Shareholder's completion of both 240 months of Modified Total Service and 120 Months of Service as a Shareholder.

1.17 "Effective Date" means the effective date of this Plan, January 1, 1990.

1.18 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

1.19 "Five-Year Average Eligible Compensation" means, as of any Determination Date, a Shareholder's Average Compensation as defined in section 1.08 of the Pension Plan,

determined by using the Shareholder's Service with the Corporation from and after the later of (i) January 1, 1989, and (ii) the date he commences participation in the Pension Plan.

1.20 "Five-Year Average Total Compensation" means, as of any Determination Date, the average of a Shareholder's Annual Compensation for his five pre-Phase-Down years of Service (whether or not consecutive) during which the Shareholder's Annual Salary is the Greatest, counting only those years of Service after December 31, 1989, or, if later, the date he becomes a Shareholder. If a Shareholder has less than five pre-Phase Down years of Service while participating in the Plan, his Five-Year Average Total Compensation shall be computed with reference to his actual number of pre-Phase-Down calendar years of Service while participating in the Plan, including partial years of Service based on the number of his calendar Months of Service as a Shareholder during which the Shareholder completes at least one Hour of Service.

1.21 "Hour of Service" means each hour for which an individual is paid or entitled to payment by the Corporation as an employee for the performance of duties during the applicable computation period; these hours shall be credited to the person for the computation period or periods in which the duties were performed.

1.21-1 Hour of Service shall also mean each hour for which back pay (irrespective of mitigation of damages) or

overtime or vacation, holiday, illness, incapacity (including Disability, as described in section 3.2), jury duty, military duty, leave of absence, retroactive or lay-off pay has been either awarded or agreed to be paid to the individual for a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated). These hours shall be determined in accordance with the rules set forth in Department of Labor Regulations §2530.200b-2(b) and shall be credited to the individual for the calendar month or months to which the award or agreement pertains rather than the calendar month in which the award, agreement or payment is made, as determined under the rules set forth in Department of Labor Regulations §2530.200b-2(c).

1.21-2 The crediting of an Hour of Service shall be made with reference to a particular calendar month under either of the preceding paragraphs, but not both.

1.21-3 Notwithstanding anything contained herein to the contrary, an individual shall be credited with Hours of Service if such credit is required by any provision of law.

1.22 "Limitations on Benefits and Contributions" means the limitations as in effect from time to time under section 415 of the Code or any successor provision of law.

1.23 "Modified Total Service" means all Credited Service plus one-half of all of the Months of Service by a

Shareholder in any capacity following his first admission to the bar of any jurisdiction with any other employer (during each of which he has at least one Hour of Service) which are recognized for this purpose by the Management Committee of the Corporation.

1.24 "Month of Service" means each month during which an individual has at least one Hour of Service with the Corporation or any other employer pursuant to section 1.23, above, for purposes of determining his Modified Total Service.

1.25 "Normal Retirement Date" means the later of (i) the December 31st of the calendar year during which occurs a Shareholder's 65th birthday, or (ii) the December 31st of the calendar year during which occurs the fifth anniversary of the Shareholder's commencement of participation in the Plan.

1.26 "Pension Plan" means the Wilentz, Goldman & Spitzer, P.A. Pension Plan and Trust, as amended, and any successor plan.

1.27 "Participation" means each Month of Service of a Shareholder during which he participates in the Plan under section 2.1 of the Plan.

1.28 "Phase-Down" means the progressive reduction, over a period not to exceed two full calendar years, commencing on the January 1st next following a Shareholder's Normal Retirement Date, of a Shareholder's level of work effort and compensation from the Corporation, following which the

Shareholder shall retire and as is set forth in Section 5 of the Shareholders' and Redemption Agreement.

1.29 "Plan" means the Wilentz, Goldman & Spitzer, P.A. Shareholders' Retirement Plan or, if hereafter amended, as so amended.

1.30 "Plan Administrator" means the Committee or such other entity as may from time to time be appointed by the Corporation to administer the Plan.

1.31 "Plan Year" means the calendar year.

1.32 "Profit-Sharing Plan" means the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust, as amended, and any successor plan.

1.33 "Qualified Plans" means the Wilentz, Goldman & Spitzer, P.A. Pension Plan and the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust (as Amended and Restated effective January 1, 1992) and any successor plans.

1.34 "Salary Deferral Plan" means the Wilentz, Goldman & Spitzer, P.A. Salary Deferral Plan and Trust, as amended, and any successor Plan.

1.35 "Separation from Service" means the earlier of (i) the last day of the month in which a Shareholder quits, is discharged from, or retires from the Corporation or dies, or (ii) the first Anniversary of a Shareholder's commencement of an

uninterrupted period of absence from employment with the Corporation for any other reason.

1.36 "Service" means the total of all months of employment with an employer following his first admission to the bar of any jurisdiction, pursuant to section 1.23, above, during which an individual has at least one Hour of Service, the computation of which shall commence with the individual's being credited with his initial Hour of Service with the employer and shall terminate with his Separation from Service with that employer. Should an individual have a Separation from Service with the Corporation and be employed or reemployed by the Corporation or an employer related to the Corporation within the meaning of section 414 of the Code within 12 months of the Separation from Service, the resulting period of absence from employment shall be counted towards computing his Service.

1.36-1 For purposes of the Plan, Service shall include Service with any predecessor entity of the Corporation.

1.36-2 An individual shall receive credit towards Service if he is absent from work because of any of the following reasons and returns to employment immediately after the termination of such an excused absence:

(i) service in the armed forces of the United States if his employer is required to give reemployment rights by law; and

(ii) disability, other than Disability under the Plan, causing an absence followed by employment with the Corporation or a related employer within 30 days after the termination of such disability.

1.37 "Shareholder" means any individual who owns any Class A or Class B share of the Corporation.

1.38 "Spouse" means the person recognized by the state in which a Shareholder is domiciled as the Shareholder's legal Spouse on his Early, Normal or Phase Down Retirement Date. A Shareholder shall be deemed not to have a Spouse if the Shareholder or a Beneficiary establishes to the satisfaction of the Committee that the person recognized as the Shareholder's legal Spouse under the first sentence of this section cannot be located. The Committee in its sole and absolute discretion may require that a Shareholder or a Beneficiary provide the Committee with such information as it deems necessary to establish that the Shareholder's Spouse cannot be located. The Committee shall be entitled to rely upon a representation of a Shareholder that he has no Spouse.

## Section 2. Participation

2.1 Eligibility. Each individual who was a Shareholder on January 1, 1990 shall participate in the Plan as of January 1, 1990. Each other individual who is a Shareholder shall participate in the Plan as of the date he becomes a

Shareholder. For purposes of this section 2.1, an individual becomes a Shareholder as of the date designated by the Corporation. Each Shareholder shall participate in Component plans solely pursuant to the provisions of such Component plans.

2.2 Rehired Member. Any former Shareholder shall participate in the Plan as of the date he again becomes a Shareholder of the Corporation.

2.3 Enrollment. The Management Committee shall promptly notify each eligible Shareholder, in writing, of the existence of the Plan and of its basic provisions upon the eligibility of each such Shareholder to participate under this Plan.

### Section 3. Retirement Benefits

3.1 Normal Retirement Benefit. Each Shareholder shall be entitled to the following retirement benefits:

3.1-1 Each Shareholder who separates from service with the Corporation following attainment of his Normal Retirement Date shall be entitled to a retirement benefit for the 120 months commencing on the January 1 next following the Shareholder's Normal Retirement Date, payable in monthly installments, equal to 1/12th of 25 percent of such Shareholder's Five-Year Average Total Compensation reduced by 1/420 for each Month of Service or Modified Service less than 420, and further reduced by 1/60 for each month of Participation of the

Shareholder in the Plan less than sixty months, provided, however, that if the Shareholder dies prior to receiving 120 monthly payments, monthly payments will continue to be made to the Shareholder's Designated Beneficiary until 120 monthly payments have been made.

3.1-2 At the end of the initial 120 month period following Separation from Service with the Corporation following attainment of Normal Retirement Date, each Shareholder shall be entitled to a retirement benefit for the remainder of his life, payable in monthly installments, equal to  $1/12$  of 15 percent of such Shareholder's Five-Year Average Total Compensation reduced by  $1/420$  for each Month of Modified Service of the Shareholder less than 420, and further reduced by  $1/60$  for each month of Participation of the Shareholder in the Plan less than 60 months.

3.1-3 In addition to the benefits set forth in 3.1-1 and 3.1-2, above, each Shareholder having a Separation from Service with the Corporation for any reason shall receive his Net Retained Earnings, if any, in a single lump sum, not later than 120 days following the last day of the calendar year following the calendar year in which occurs the Shareholder's Separation from Service with the Corporation.

3.2 Disability. In the event a Shareholder becomes Disabled, the following provisions shall apply:

3.2-1 Any Shareholder who suffers a Disability prior to his Normal Retirement Date, who has a separation from Service with the Corporation on account of such Disability, who remains disabled and receives Disability payments under the long term disability program maintained by the Corporation at the time of his Disability, shall, in addition to his benefits under the Qualified Plans, be entitled to receive a benefit as provided in section 3.2-2, if any. Notwithstanding the Shareholder's Separation from Service with the Corporation, his Modified Total Service and Participation in this Plan shall be determined by including all years during his period of Disability as years of Service as a Shareholder and Participant in the Plan and the Shareholder's benefits, when payable under this Plan, shall be computed using his Five-Year Average Total Salary determined as of the Determination Date for his benefits under the long term disability program maintained by the Corporation.

3.2-2 If a Shareholder, prior to attainment of his Normal Retirement Date, is in receipt of Disability benefits under the insured long term disability program then maintained by the Corporation, the Corporation shall defer payment of the Shareholder's benefit under the Plan until the Shareholder's Normal Retirement Date under this Plan. In the case of a Shareholder who becomes Disabled during his Phase-Down period, retirement benefits under this Plan shall commence, if the Shareholder so elects, as if the Shareholder had retired, but

shall be reduced by the amount of any Disability payments paid to the disabled Shareholder under the insured long-term Disability Plan maintained by the Corporation.

3.2-3 Disability shall be established by a Shareholder's becoming eligible for benefits under the terms of the long term disability program then maintained by the Corporation, if any, and if there is no such program in effect, Disability shall be established by the certificate of a physician satisfactory to the Committee which indicates that the Shareholder, by reason of such Disability, is incapable of further employment by the Corporation doing the same work or in a similar capacity as performed by such Shareholder immediately preceding the Disability, and that such Disability is likely to be permanent. The Corporation shall have the right to require a Shareholder to provide evidence verifying his continued Disability. Disability may also be established by qualification to receive Disability benefits under the Social Security Act.

3.2-4 If a Shareholder ceases to be disabled pursuant to the provisions of section 3.2-3, above, before his Early Retirement Date, he shall, unless he immediately returns to employment with the Corporation upon cessation of his Disability, be treated for purposes of this Plan as if he had separated from Service with the Corporation for a reason other than Retirement, Disability or Death on the date the Disability ends.

3.3 Retirement Following Phase-Down. In the event a Shareholder commences Phase Down after attaining his Early Retirement Date and then Retires, the following provisions shall apply:

3.3-1 If a Shareholder remains a Shareholder of the Corporation after attaining his Early Retirement Date and commences Phase Down, the payment of the Shareholder's benefits shall be deferred until the first day of the month following the Shareholder's Separation from Service with the Corporation, and the Corporation shall take such action and execute such instruments as may be required to defer the commencement of the Shareholder's retirement benefits. A Shareholder shall receive credit for purposes of computing his Modified Total Service under the Plan for any Service completed after his commencement of Phase Down and prior to his Separation from Service.

3.3-2 Anything contained in this Plan to the contrary notwithstanding, the payment of benefits to each Shareholder will begin not later than 120 days after the close of the calendar year in which (i) falls the Shareholder's Normal Retirement Date, or (ii) in which the Shareholder separates from service with the Corporation after the Shareholder's Normal Retirement Date, if later, unless a Shareholder elects otherwise, in writing, prior to the date benefits would otherwise commence specifying the benefit form and the time payments are to begin.

In no event will a benefit from any Qualified Plan commence later than April 1st of the calendar year following the calendar year in which the Shareholder attains, or would have attained, age 70-1/2, if living. The preceding sentence shall not apply in the case of a Shareholder who attained age 70-1/2 before January 1, 1988, except if such Shareholder was a five percent (or more) owner (as defined in section 416(i) of the Code) at any time during the Plan Year of the Qualified Plan in question ending with or within the calendar year in which such five percent (or more) owner attained age 66-1/2 and any subsequent Plan Year, nor to any Shareholder who has made an election pursuant to section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982.

3.4 Early Retirement Benefit. A Shareholder who has 240 months, or more, of Modified Total Service (of which at least 120 Months of Service are as a Shareholder of the Corporation) may elect to receive an early retirement benefit at any time after attaining his Early Retirement Date, on or after his Separation from Service with the Corporation, or he may elect to remain as a Shareholder and to defer commencement of his benefits as described in section 3.2 until his actual retirement at a later date not later than his Phase Down Retirement Date. A Shareholder's election to receive an early retirement benefit shall be effective as of the first day of any month which shall

not be less than 30 days nor more than 120 days after prior notice to the Corporation by the Shareholder of his election to receive an early retirement benefit under this Section 3.4. The amount of the benefit payable under this section 3.4 shall be computed under the provisions of section 3.1, above, by substituting Early Retirement Date for Normal Retirement Date where such term occurs in section 3.1, above.

3.5 Death Benefits. Upon the death of a Shareholder, the following benefits are payable:

3.5-1 Upon the death of a Shareholder prior to the Benefit Commencement Date, a death benefit shall be payable to a Shareholder's Designated Beneficiary (which may be different under each Component of this Plan). In the case of benefits paid from Qualified Plans, death benefits shall be paid pursuant to the provisions of such Qualified Plans and any elections validly made thereunder.

3.5-2 All other benefits under this Plan which are not payable from Qualified Plans of the Corporation shall be paid in monthly installments over the 120 month period commencing on the last day of the first month commencing after the date of the Shareholder's death, or as soon as is administratively

feasible thereafter in such amount as is determined pursuant to section 3.5-3, below.

3.5-3 The death benefit payable in the event of a Shareholder's death prior to the commencement of his retirement benefits under this Plan from sources other than the Qualified Plans of the Corporation ("Shortfall upon Death") shall be equal to the difference between the deceased Shareholder's Accrued Benefit, as adjusted by items (i) and (ii), below, and the sum of the amounts determined in accordance with item (iii), below. A deceased Shareholder's Shortfall upon death is his Accrued Benefit, which is equal to 25 percent of his Five-Year Average Total Salary as of the date of his death, adjusted accordingly to the following:

(i) the retirement benefit is multiplied by a fraction, the numerator of which is the deceased Shareholder's Modified Total Service at death not in excess of 420 months and the denominator of which is 420; and

(ii) the result in (i), above, is further multiplied by a fraction, the numerator of which is the deceased Shareholder's months

of Participation in the Plan at death not in excess of 60 months and the denominator of which is 60; and

(iii) from the result in (ii), above, the following are subtracted: (a) the amount of the life insurance then in force on the life of the Deceased Shareholder at the expense of the Corporation under the group universal life insurance plan or any successor plan then maintained for the Shareholders and select employees of the Corporation, converted to a 120 month period certain annuity by application of the Annualization Factor; (b) the pre-retirement death benefit payable under the Pension Plan, converted to a 120 month period certain annuity by application of the Annualization Factor; and (c) the Shareholder's hypothetical benefit under the

Wilentz, Goldman & Spitzer, P.A.  
Profit-Sharing Plan and Trust (as  
Amended and Restated as of January  
1, 1992) on his date of death,  
determined in accordance with  
section 4.2-2 of this Plan and  
converted to a 120 month period  
certain annuity by application of  
the Annualization Factor.

3.5-4 The death benefit payable in the event of a  
Shareholder's death subsequent to the commencement of his  
retirement benefits under this Plan shall be the remaining  
retirement benefit determined under section 3.1 being paid to the  
deceased Shareholder as of his date of death under each Component  
of this Plan, if any, and in the form of payment elected under  
each Component of the Plan.

3.6 Designation of Beneficiary. At any time and from  
time to time, each Shareholder shall have the unrestricted right  
to designate a Beneficiary or change a Beneficiary to whom  
payments of any death benefit under section 3.5 of the Plan shall  
be made in the event of the Shareholder's death. Each  
designation of a Beneficiary shall be evidenced by a written  
instrument signed by the Shareholder and filed with the  
Committee. If any Shareholder shall fail to designate a

Beneficiary, or in the event the Beneficiary fails to survive the Shareholder and the Shareholder has not designated a contingent Beneficiary, the Beneficiary shall be deemed to be the Shareholder's surviving Spouse. In the event the Shareholder has no surviving Spouse, the Beneficiary shall be deemed to be the Shareholder's intestate successors under the laws of the State of New Jersey. If the Designated Beneficiary survives the Shareholder but dies prior to receiving the full amount of the Shareholder's death benefit and the Shareholder has not designated a contingent Beneficiary, distribution of the remaining amount of the deceased Shareholder's benefits, if any, shall be made to the intestate successors of the Shareholder under the laws of the State of New Jersey. However, this section 3.6 notwithstanding, those portions of a Shareholder's retirement benefit which are paid from the Qualified Plans shall be paid in accordance with the provisions of the Qualified Plans and any valid elections made under the Qualified Plans.

3.7 Incapacity. If any person to whom a benefit is payable hereunder is an infant or if the Committee determines that any person to whom a benefit is payable is incompetent by reason of physical or mental disability, the Committee may cause the payments becoming due to such person to be made to another for his benefit without responsibility of the Corporation to see to the application of such payment. Payment made pursuant to this section 3.7 shall, as to such payment, operate as a complete discharge of the Corporation of its obligations under this Plan.

3.8 Spendthrift Provision. No benefit payable under the Plan will, except as otherwise specifically provided by law, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or discharge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same 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.

3.9 Proof of Claim. The Corporation may require such proof of death and such evidence of the right of any person to receive payment of a deceased Shareholder's or former Shareholder's benefits under the Plan as the Corporation may deem desirable.

3.10 Annual Limitation on Benefits. Notwithstanding any other provision of this Plan, the total amount of all benefits payable to, or for the benefit of, all former Shareholders under this Plan in any one calendar year from Components other than Qualified Plans shall not exceed seven and one-half percent of all payments to Shareholders who are not retired or not former Shareholders from the Corporation for such calendar year. For purposes of determining if this annual limitation applies in any year, benefits paid to or for a former Shareholder shall include all life insurance premiums paid to or

on behalf of each former Shareholder. In the event such benefit payments would exceed the limitation set forth in this section 3.10, without application of this annual limitation for a calendar year, then each retired and former Shareholder's benefits payable under this Plan from Components other than from Qualified Plans for such calendar year shall be adjusted by multiplying the amount of such benefits payable from Components other than from Qualified Plans for such calendar year by a fraction the numerator of which is seven and one-half percent and the denominator of which is the percentage of total payments to all active Shareholders, which benefits from Components other than Qualified Plans would have been for such calendar year without application of the limit set forth in this section 3.10. However, the limit set forth in this section 3.10 shall not apply to premiums for medical insurance. Any benefits not paid in any calendar year as a result of the operation of the limitations set forth in this section 3.10 shall be carried forward, shall be credited each year with interest, compounded annually, at the Assumed Rate for each such carry-forward year and paid to the retired or former Shareholder, or his Designated Beneficiary, in each of the next succeeding calendar years in which such payment may be made without exceeding the limitation set forth in this section 3.10 for such succeeding calendar year, such payment to be made in addition to the benefits otherwise payable for such

year, until all undistributed carry-forward amounts are fully distributed to each retired or former Shareholder or his Designated Beneficiary. In the event the Committee believes that the limitation set forth in this section 3.10 shall be exceeded for any year, the Committee may withhold an amount not in excess of 1/12 of each monthly payment under this Plan from components other than Qualified Plans for each Shareholder in pay status under this Plan, such amount to be paid to the Shareholder with the December payment for the year in which the withholding occurs if the limitation under this section 3.10 is not exceeded for such calendar year or with the December payment of the first succeeding year in which the limitation set forth in this section 3.10 is not exceeded.

3.11 Nontransferable Annuities. Any annuity policies distributed to a former Shareholder pursuant to the Plan shall be nontransferable within the meaning of Treasury Regulations §1.401-9(b), or any successor regulation.

3.12 Death Benefit Distribution. Any distributions of death benefits under the Plan from Components which are Qualified Plans shall be paid under the provisions of such Qualified Plans. In the event of a former Shareholder's death either prior to, or while receiving benefits, payments shall be made at such times and in such form of payment as are required under the provisions of such Qualified Plans, the relevant elections made by the

deceased Shareholder (to which his Spouse consented under the provisions of the Qualified Plans, if required), and/or his Designated Beneficiary under the then applicable provisions of law.

3.13 Leave of Absence upon Assumption of a Public Office. Upon the assumption of a public office by a Shareholder, whether by election or appointment, and whether federal, state, local or quasi-governmental, the Shareholder's benefit under section 3.1 shall be determined, when payable under section 3 of the Plan, using Five-Year Average Eligible Compensation, Five-Year Average Total Compensation, Modified Total Service with the Corporation, Participation in the Plan and the Assumed Rate of Interest as of the Commencement of the Leave of Absence, if the Shareholder retires while still engaged in a public office. However, in the event a former Shareholder completes his term in public office and is employed by another employer engaged in the practice of law or in the conduct of a business prior to his attainment of his early Retirement Date, all Shortfall Benefits (as defined in section 4 of the Plan) are forfeited as of the effective date of such other employment.

Section 4. Funding Components.

4.1 General. The benefits under this Plan shall be provided by the Qualified Plans and, to the extent not provided by Qualified Plans, by the Corporation itself from whatever

sources it deems appropriate. Any other provision of this Plan to the contrary notwithstanding, in the case of benefits from components other than Qualified Plans, whether the Corporation funds the benefits payable under this plan with an irrevocable trust, a fund, dedicated assets, insurance contracts, or otherwise, such irrevocable trust, fund, dedicated assets, insurance contracts or other funding arrangement, in the event of the bankruptcy or insolvency of the Corporation, shall remain subject to the claims of the creditors of the Corporation to the extent permissible under applicable law.

4.2 Components. A Shareholder's benefit each calendar month under section 3.1 of this Plan shall be equal to the sum of the following components:

4.2-1 The Shareholder's benefit under the Pension Plan, computed as if commencing as of the Shareholder's Determination Date which provides a benefit equal to 1/12th of 15 percent of a Shareholder's Five-Year Average Eligible Compensation (subject to the limitation on annual compensation set forth in section 401(a)(17) of the Code as of the Determination Date) payable for life, or 120 months if longer, with a linear reduction for each month of Modified Total Service with the Corporation less than 420, subject to the Limitation described in section 1.22, above and as actuarially adjusted to provide for Years of Service following the Participant's Normal

Retirement Date. This benefit is payable solely from the Wilentz, Goldman & Spitzer, P.A. Pension Plan.

4.2-2 The Shareholder's hypothetical benefit under the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust (as Amended and Restated effective January 1, 1992) computed by determining the value, as of the relevant Determination Date, of all discretionary and matching contributions to that plan by the Corporation for calendar years after December 31, 1988, using a rate of interest equal to the Assumed Rate for each calendar year, and converting this hypothetical value to an annuity with equal monthly payments for 120 months by application of the Annualization Factor. This benefit is payable solely from the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust (as Amended and Restated effective January 1, 1992).

4.2-3 The Shareholder's monthly Annual Pension Shortfall is a monthly amount equal to 1/12th of 15 percent of the Shareholder's Five-Year Average Total Compensation (computed without the limitation on annual compensation set forth in section 401(a)(17) of the Code), payable for the remainder of the Shareholder's life or 120 months, if longer, with a linear reduction for each month of Modified Total Service with the Corporation less than 420 from which shall be subtracted the monthly amount determined under 4.2-1, above. This benefit, if greater than zero, is payable by the Corporation from sources

other than the Qualified Plans, in accordance with section 4.1, above.

4.2-4 The Shareholder's monthly Remaining Annual Shortfall, which is a monthly amount equal to the Shareholder's monthly benefit under section 3.1 minus the amounts determined under sections 4.2-1, 4.2-2 and 4.2-3. This benefit is payable by the Corporation from sources other than the Qualified Plans, in accordance with section 4.1, above.

4.2-5 The Shareholder's net Retained Earnings, which means a Shareholder's Retained Earnings, as described in the Shareholder's and Redemption Agreement of which this Plan is a part, adjusted, if applicable, by subtracting from his gross Retained Earnings, a single lump sum amount determined by converting any negative amount determined under section 4.2-4, above, by application of the Annualization Factor; if the amount determined under section 4.2-4 is zero or a positive number, net Retained Earnings equals gross Retained Earnings; any amount determined to be an adjustment to a Shareholder's gross Retained Earnings under this section 4.2-5 shall be forfeited by the Shareholder to the Corporation; net Retained Earnings shall never be less than zero. This benefit is payable by the Corporation from sources other than the Qualified Plans, in accordance with section 4.1, above.

4.2-6 Upon the death of a Shareholder prior to the commencement of benefits, his Shortfall upon Death shall be determined in accordance with section 3.5-3, above. This benefit is payable by the Corporation from sources other than the Qualified Plans, in accordance with section 4.1, above.

4.3 Termination of Rights. After the benefits of a Shareholder or Beneficiary are finally computed pursuant to the provisions of Section 3 of the Plan, neither the Shareholder nor any person claiming under or through him shall participate or have any interest in the Plan other than the retirement benefit which is required to be paid under its provisions and then only to the extent such retirement benefit has not been paid or funded through a Qualified Plan or one or more annuity policies purchased on behalf of the Shareholder.

4.4 Required Deferral of Qualified Plan Benefits. Commencement of a Shareholder's benefits under the Qualified Plans shall be deferred until the earlier of the commencement of benefits under this Plan or until otherwise required to be paid under the provisions of each of the Qualified Plans in which the Shareholder participates.

4.5 Qualified Plan Limits. Benefits payable from the Qualified Plans are payable subject to the limitations set forth in them, including the Limitation described in section 1.23, above.

4.6 Phase-Down. During Phase-Down, as described in section 5 of the Shareholders' and Redemption Agreement of which the Plan is a part, a Shareholder shall not be entitled to benefits under this Plan, unless such benefits are minimum required distributions under section 401(a)(9) of the Code from Qualified Plans. Benefits under this Plan shall become payable to a phasing down Shareholder as of the January 1 next following the completion of a Shareholder's second full calendar year of Phase-Down, or his earlier retirement following commencement of Phase-Down. The Benefits of a phasing down Shareholder under section 3 shall be determined upon his actual retirement using his Five-Year Average Eligible and Total Compensation determined as of January 1st of his initial Phase-Down Year, his Service, including all Phase-Down Years for purposes of determining his Months of Service with the Corporation, and his months of Participation in the Plan and his hypothetical account balances under section 4.2, above, under the Profit-Sharing Plan and Salary Deferral Plan using the profit-sharing discretionary and matching contributions made to such plans during the Shareholder's Phase-Down period. In all other respects Phase-Down shall occur pursuant to section 5 of the Shareholders' and Redemption Agreement of which this Plan is a part.

4.7 Other Separation From Service. In the event a Shareholder separates from service with the Corporation for any

reason other than Death, Disability, Retirement after attainment of his Early Retirement Date, or a Leave of Absence, the only benefits to which he is entitled are those to which he is entitled under Qualified Plans of the Corporation and his net Retained Earnings.

Section 5. Administration.

5.1 Management Committee. The Management Committee of the Corporation shall be charged with the operation and administration of the Plan and shall be the Plan Administrator charged with the day to day administration of the Plan. The Committee shall have all the powers necessary to discharge its duties, including, but not by way of limitation, the power, in its sole and absolute discretion, to interpret or construe the Plan, to determine all questions of eligibility, status and rights of the Shareholders and retired and former Shareholders and their Beneficiaries and others under the Plan, and to decide any dispute arising hereunder. The interpretation of any Plan terms and the determination of eligibility for any benefit under the Plan shall be made by the Management Committee in its sole and absolute discretion. Its determination with respect to all such matters shall be final and conclusive. The Management Committee shall direct the Corporation or any trustee under this Plan concerning all payments that shall be made pursuant to the provisions of the Plan and shall have such other powers with

respect to the administration of the Plan as may be conferred upon it by the Plan and the Shareholders' and Redemption Agreement. All actions taken with respect to the Plan and the reasons therefor shall be recorded in the minutes of the Management Committee.

The Management Committee may adopt such rules and regulations as it deems desirable for the conduct of its affairs, and may appoint one of its own members as Chairman and one as Secretary, and may appoint one or more agents who need not be members of the Management Committee. It may delegate to any agent such duties and powers, both ministerial and discretionary, as it deems appropriate, excepting only that any dispute shall be determined by the Management Committee. A majority of the Management Committee then in office shall constitute a quorum for the transaction of business. Any determination of the Management Committee shall be made by a majority of the quorum or by unanimous approval of its members if there are only two members in office at the time. The Management Committee may authorize one or more of its members to sign on its behalf any orders, requests or instructions of the Management Committee to any person and such person shall be fully protected in acting thereon.

5.2 Reimbursement and Expenses. The members of the Management Committee who are employees of the Corporation shall

serve without compensation. Management Committee members shall be reimbursed for any necessary expenditures incurred in the discharge of their duties as members of the Management Committee, except to the extent such expenses are paid by the Corporation. The compensation, if any, of all agents, counsel or other persons retained or employed by the Management Committee shall be paid by the Corporation.

5.3 Self-Interest. No member of the Management Committee shall have any right to vote or decide upon any matter relating solely to himself or solely to any of his rights or benefits under the Plan.

5.4 Records. The Management Committee shall keep or cause to be kept a record of all of its proceedings and shall keep or cause to be kept such other records and data as may be necessary for the administration of the Plan and to determine the amount of all benefits payable hereunder.

5.5 Reports. The Management Committee shall cause to be prepared and distributed annually a report for each Shareholder indicating his estimated benefit under the Plan as of his Early, Normal and latest Phase Down Retirement Dates, employing such assumptions, including a salary scale, as may be necessary to produce such a report in the judgment of the Management Committee. This annual report shall be provided not

later than December 31st of the calendar year following the calendar year to which the report relates.

5.6 Liability. The members of the Management Committee and the Corporation shall be entitled to rely upon all valuations, certificates, and reports furnished by an actuary, accountant or physician selected by the Management Committee and approved by the Corporation, and upon all opinions given by any legal counsel selected by the Management Committee and approved by the Corporation, and the members of the Management Committee and the Corporation shall be fully protected with respect to any action taken or suffered by their having relied in good faith upon such actuary, physician, accountant, or counsel and all action so taken or suffered shall be conclusive upon each of them and upon all Shareholders and retired and former Shareholders and their Beneficiaries and all other persons. No member of the Management Planning Committee shall incur any liability for anything done or omitted by him except only liability for his own gross negligence, willful misconduct or other breach of fiduciary responsibility under the provisions of ERISA, if applicable.

The Corporation shall indemnify any member of the Management Committee, any person to whom Management Committee functions have been delegated and any individual trustee from and against any and all liabilities to which he may be subjected by reason of any act or failure to act with respect to the Plan, or

any trust agreement under this Plan, which constitutes a breach of fiduciary responsibility except that due to such person's own gross negligence or willful misconduct. Nothing herein shall prohibit the Corporation from purchasing insurance to indemnify any such person from such liability under this section 5.6.

5.7 Claims and Claims Review. Claims for benefits under the Plan shall be filed with the Management Committee on forms supplied by the Management Committee. Written notice of the disposition of a claim shall be furnished to the Shareholder-claimant within 60 days after the claim is filed. If the claim is denied, the reasons for the denial shall be specifically set forth in writing, pertinent provisions of the Plan shall be cited, including an explanation of the Plan's claim review procedure, and, if the claim is perfectible, an explanation as to how the Shareholder-claimant can perfect the claim shall be provided.

If a Shareholder-claimant whose claim has been denied wishes further consideration of his claim, he may request the Management Committee to review his claim in a written statement of the Shareholder-claimant's position, filed with the Management Committee no later than 60 days after receipt of the written notification provided for in the previous paragraph. The Management Committee shall fully and fairly review the matter and shall promptly advise the Shareholder-claimant, in writing, of

its decision, within the next 60 days. Due to special circumstances, if no advice has been given within the first 60 days, and notice of the need for additional time has been furnished within such period, said review and advice may be made within the following 60 days.

Section 6. Amendment and Termination.

6.1 General. The Corporation may amend the Plan at any time and from time to time and any amendment may have retroactive effect, including, without limitation, amendments to the benefit formula. Copies of any such amendment shall be sent to each Shareholder in advance of its adoption. Except where necessary to qualify a Component Plan or to maintain the qualification of a Component Plan under the Code, no amendment shall reduce any accrued or vested interests or benefits of a Shareholder in a Qualified Plan of the Corporation.

6.2 Termination. While the Plan is intended to be permanent, the Corporation may terminate the Plan at any time by giving written notice of such termination to each Shareholder setting forth the date of termination. Termination shall be prospective only and shall not affect benefits to which a Shareholder is entitled as of the date of termination. Termination of the Qualified Plans of the Corporation under this Plan shall be governed by the provisions of such Qualified Plans and applicable provisions of law.

6.3 Final Conclusion of the Plan. Upon the termination of the Plan, the provisions of the Plan shall have no further effect and the Plan shall be finally concluded.

Section 7. Miscellaneous Provisions.

7.1 Construction. All questions pertaining to the construction, regulation, validity and effect of the provisions of the Plan shall be determined in accordance with the laws of the State of New Jersey, except as they may be preempted by ERISA or other federal law.

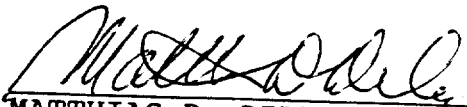
7.2 Limitation of Rights. The adoption and maintenance of the Plan shall not be deemed to constitute a contract between the Corporation and any Shareholder and nothing contained in this Plan shall be deemed to give to any Shareholder the right to be retained as a Shareholder, employee or independent contractor of the Corporation or to interfere with the right of the Corporation to discharge any Shareholder at any time.

7.3 Plan Administrator. The Plan Administrator as that term is used in section 414(g) of the Code is the Management Committee of the Corporation.

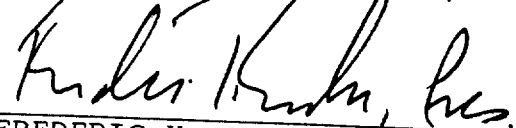
7.4 Gender and Number. All references herein to the masculine shall be read in the masculine or feminine and to the singular shall be read in the singular or plural, as the context shall require.

IN WITNESS WHEREOF, Wilentz, Goldman & Spitzer, P.A.  
has adopted this Plan and caused this instrument to be executed  
by its duly authorized officers as of the day and year first  
above written.

ATTEST:

  
MATTHIAS D. DILEO, Secretary

WILENTZ, GOLDMAN & SPITZER, P.A.

By:   
FREDERIC K. BECKER, President

**FIRST AMENDMENT TO  
THE WILENTZ, GOLDMAN & SPITZER, P.A.  
SHAREHOLDERS' RETIREMENT PLAN**

\* \* \* \* \*

THIS AMENDMENT, made as of the first day of January, 1994, by WILENTZ, GOLDMAN & SPITZER, P.A., a professional corporation organized under the laws of the State of New Jersey (the "Corporation"),

**W I T N E S S E T H:**

WHEREAS, the Corporation heretofore effective January 1, 1990 created the WILENTZ, GOLDMAN & SPITZER, P.A. SHAREHOLDERS' RETIREMENT PLAN (the "Plan") providing for benefits for the Corporation's Shareholders; and

WHEREAS, in section 6.1 of the Plan the Corporation has reserved the right to amend the Plan at any time and from time to time; and

WHEREAS, the Corporation desires to amend the Plan to limit the crediting of past service for purposes of benefit accruals for lateral-hire Shareholders commencing employment with the Corporation after December 31, 1994; and

WHEREAS, the Corporation also wishes to amend the Plan to decrease the percentage of annual Shareholder compensation available to pay benefits under the Plan; and

WHEREAS, the Corporation also wishes to amend the Plan to impose a cap of \$500,000.00 on the amount of annual Compensation taken into account under the Plan for purposes of computing benefits, which cap shall be adjusted each year

commencing January 1, 1996 for increases in the cost of living;  
and

WHEREAS, the Corporation also wishes to amend the plan so that the funding component determined on the basis of matching contributions made on behalf of a Shareholder to the Wilentz, Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust (as Amended and Restated effective January 1, 1992) (the "Profit-Sharing Plan") will be computed, subject to the statutory limitations applicable to the Profit-Sharing Plan, as though each Shareholder receives a full two percent of compensation matching contribution each year irrespective of the match to which the shareholder is actually entitled under the terms of the Profit-Sharing Plan based on his or her salary deferral election;

NOW, THEREFORE, THE WILENTZ, GOLDMAN & SPITZER, P.A. SHAREHOLDERS' RETIREMENT PLAN shall be, and hereby is, amended as follows:

1. The following new sentence is hereby added to Section 1.23 of the Plan, effective January 1, 1995, to read as follows:

"In the case of any individual who becomes employed by the Corporation as a Shareholder in the Corporation subsequent to December 31, 1994 directly upon commencement of employment with the Corporation, without having been previously employed as a non-Shareholder Employee of the Corporation, Modified Total Service shall mean only Credited Service as defined in section 1.13 of the Plan and the remaining provisions of this section 1.23 relating to Modified Total Service

with other employers shall not apply to any such individual."

2. Section 3.10 of the Plan is hereby amended effective January 1, 1994 by deleting the words "seven and one-half" from lines five and six of that section and substituting the word "five" therefor.

3. Section 1.10 of the Plan is hereby Amended effective January 1, 1994 to insert the following new sentence as the final sentence thereof:

"For each Plan Year commencing subsequent to December 31, 1993, Compensation shall not include Compensation in excess of \$500,000.00, as adjusted for each Plan Year commencing after December 31, 1995 by increasing the amount of Compensation taken into account under the Plan on December 31st of the last preceding Plan Year by an amount equal to one-half of the increase in the Consumer Price Index for the New York-New Jersey Metropolitan Area as published by the United States Bureau of Labor Statistics during the last preceding Plan Year."

4. Section 4.2-2 of the Plan is hereby amended in its entirety by deleting it from the Plan and substituting the following new section 4.2-2 therefor:

"4.2-2 The Shareholder's hypothetical benefit under the Wilentz Goldman & Spitzer, P.A. Profit-Sharing Plan and Trust (as Amended and Restated effective January 1, 1992) (the "Profit-Sharing Plan") computed by determining the value, as of

the relevant Determination Date, of all discretionary contributions actually made on behalf of the Shareholder and all matching contributions which would have been made on behalf of the Shareholder had the Shareholder made an election to defer two percent or more of his or her compensation for all periods in each calendar year commencing after December 31, 1988 during which the Shareholder was eligible to do so in accordance with the provisions of the Profit-Sharing Plan, using a rate of interest equal to the Assumed Rate for each calendar year, and converting this hypothetical value to an annuity with equal monthly payments for 120 months by application of the Annualization Factor. Any benefit actually payable to the Shareholder from the Profit-Sharing Plan is payable solely from, and in accordance with the provisions of the Profit-Sharing Plan."

5. The undersigned Shareholders of the Corporation hereby agree to the adoption of, and they ratify, the Plan in its entirety, as amended by this First Amendment:

IN WITNESS WHEREOF, the Corporation has caused this First Amendment to be signed by its duly authorized officers and the Shareholders have signed this First Amendment as of the day and year first above written.


ATTEST:

  
MATTHIAS D. DILEO, Secretary

WILENTZ, GOLDMAN & SPITZER, P.A.

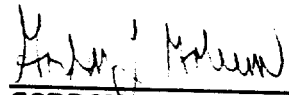
BY:   
FREDERIC K. BECKER, President




  
VINCENT B. MALTESE


  
DAVID M. WILDSTEIN


  
ALAN M. DARNELL

  
GORDON J. GOLUM

  
FRANK M. CIUFFANI


  
MARVIN J. BRAUTH

  
STUART A. HOBERMAN

  
NICHOLAS W. MCCLEAR

  
STEPHEN A. SPITZER

  
RICHARD R. BONAMO

  
SIDNEY D. WEISS

  
PETER C. PARAS

  
ANNE S. BABINEAU

*Christine D. Petruzzelli*  
CHRISTINE D. PETRUZZELLI

*Roger B. Kaplan*  
ROGER B. KAPLAN

*Philip A. Pahigian*  
PHILIP A. PAHIGIAN

*Brian J. Molloy*  
BRIAN J. MOLLOY

*Randall J. Richards*  
RANDALL J. RICHARDS

*Barry T. Albin*  
BARRY T. ALBIN

*Bonnie M.S. Reiss*  
BONNIE M.S. REISS

*Sheldon E. Jaffe*  
SHELDON E. JAFFE

*Stuart T. Cox, Jr.*  
STUART T. COX, JR.

*Norman J. Peer*  
NORMAN J. PEER

*Joseph J. Jenkowski*  
JOSEPH J. JENKOWSKI

*Frederick J. Dennehy*  
FREDERICK J. DENNEHY

*Roy H. Tanzman*  
ROY H. TANZMAN

*STJ*  
STEVEN J. TRIPP

*Chris M. Placitella*  
CHRISTOPHER M. PLACITELLA

*Paul T. Swanicke*  
PAUL T. SWANICKE

*James E. Trabilsy*  
JAMES E. TRABILSY

*Maureen S. Binetti*  
MAUREEN S. BINETTI

*Anthony J. Dannela, Jr.*  
ANTHONY J. DANNELLA, JR.

*Michael J. Barrett*  
MICHAEL J. BARRETT F. SCHAFF

*Jeffrey R. Rich*  
JEFFREY R. RICH

*Michael F. Schaff*  
MICHAEL F. SCHAFF J. BARRETT

*Angelo John Cifaldi*  
ANGELO JOHN CIFALDI

*Leslie Jedd Lang*  
LESLIE JEDDIS LANG

*Francis X. Journick, Jr.*  
FRANCIS X. JOURNICK, JR.

*Kevin M. Berry*  
KEVIN M. BERRY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Handwritten signature*

**LOUIS T. DeLUCIA**

*Handwritten signature*

**NOEL S. TONNEMAN**

*Handwritten signature*

**FRANK M. ORTIZ**

*Handwritten signature*

**JAY J. ZIZNEWSKI**

STATE OF NEW JERSEY:  
:SS.  
COUNTY OF MIDDLESEX:

On this \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and Ninety-Five, before me, the subscriber, a notary public of the State of New Jersey, personally appeared **FREDERIC K. BECKER**, who I am satisfied is the person who has signed the foregoing agreement as President of **WILENTZ, GOLDMAN & SPITZER, P.A.**, and he acknowledged that he signed, sealed and delivered it as that officer, and that the foregoing agreement is the voluntary act of the corporation, made by virtue of authority from its board of directors.

\_\_\_\_\_  
Notary Public of the State of  
New Jersey

STATE OF NEW JERSEY:  
:SS.  
COUNTY OF MIDDLESEX:

On this \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and Ninety-Five, before me, the subscriber, a notary public of the State of New Jersey, personally appeared **WARREN W. WILENTZ, MATTHIAS D. DILEO, ROBERT A. PETITO, MORRIS BROWN, HAROLD G. SMITH, FREDERIC K. BECKER, NICHOLAS L. SANTOWASSO, ALFRED J. HILL, RICHARD F. LERT, JOHN A. HOFFMAN, STEPHEN E. BARCAN, ROBERT J. CIRAFESI, FRANCIS V. BONELLO, VINCENT P. MALTESE, DAVID M. WILDSTEIN, ALAN M. DARNELL, GORDON J. GOLUM, FRANK M. CIUFFANI, MARVIN J. BRAUTH, STUART A. HOBERMAN, NICHOLAS W. McCLEAR, STEPHEN A. SPITZER, RICHARD A. BONAMO, SIDNEY D. WEISS, PETER C. PARAS, ANNE S. BABINEAU, CHRISTINE D. PETRUZZELL, ROGER B. KAPLAN, PHILIP A. PAHIGIAN, BRIAN J. MOLLOY, RANDALL J. RICHARDS, BARRY T. ALBIN, BONNIE M.S. REISS, SHELDON E. JAFFE, STUART T. COX, JR., NORMAN J. PEER, JOSEPH J. JANKOWSKI, FREDERICK J. DENNEHY, ROY H. TANZMAN, STEVEN J. TRIPP, CHRISTOPHER M. PLACITELLA, PAUL T. SWANICKE, JAMES E. TRABILSY, MAUREEN S. BINETTI, ANTHONY J. PANNELLA, JR., MICHAEL J. BARRETT, JEFFREY R. RICH, MICHAEL P. SCHAFF, ANGELO JOHN CIFALDI, LESLIE JEDDIS LANG, FRANCIS X. JOURNICK, JR., KEVIN M. BERRY, LOUIS T. DeLUCIA, NOEL S. TONNEMAN, FRANK M. ORTIZ, and JAY J. ZIZNEWSKI, who I am satisfied are the persons who has signed the foregoing Agreement as the individual Shareholders of **WILENTZ, GOLDMAN & SPITZER, P.A.**, and they each acknowledged that they signed, sealed and delivered it as that officer, and that the foregoing agreement is the voluntary act and deed.**

\_\_\_\_\_  
Notary Public of the State of  
New Jersey