

**ALTERNATIVE REPORTING AND DISCLOSURE STATEMENT
FOR BENEFIT PLANS FOR CERTAIN SELECTED EMPLOYEES**

TO THE SECRETARY OF LABOR:

This document serves as the requisite notice of compliance with the requirements of the Alternative Method of Reporting and Disclosure under Part 1 of Title 1 of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees as specified in the Department of Labor Regulations, 29 C.F.R. Section 2520.104-23. The following information is provided by the undersigned employer.

Hoosier Motor Club ("Employer") has entered into a Supplemental Retirement Agreement for Terry E. Grimes for the purpose of providing certain deferred compensation for Terry E. Grimes. Terry E. Grimes is a management and highly compensated employee. Benefits under the Agreement will be funded through general assets of the Employer. The employee may elect to purchase an annuity with certain of the benefits paid. There are similar arrangements for certain other employees of the Employer.

Name and Address of the Employer:

Hoosier Motor Club
3750 Guion Road, Suite 250
Post Office Box 88505
Indianapolis, Indiana 46208

Employer Identification Number: 35-0392900

Dated: 8/17/95

"HOOSIER MOTOR CLUB"

By: Mark H. Brown

Title: Pres & Chief Exec. Off.

**ICE
MILLER
DONADIO
& RYAN**

AUG 17 1995

August 16, 1995

Mary Beth Braitman
(317) 236-2413

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Sirs:

Hoosier Motor Club ("Employer") has entered into a supplemental retirement agreement with one of its management employees. This agreement is similar to others we believe were previously filed. Enclosed is the statement required by 20 CFR 2520.104-23.

If you have any questions concerning the plan, please do not hesitate to call or write.

Very truly yours,

ICE MILLER DONADIO & RYAN

Mary Beth Braitman (ny)

Mary Beth Braitman

MBB/mlf
Enclosure
70511.1

**RETIREMENT AGREEMENT
FOR TERRY GRIMES**

THIS AGREEMENT is made this 24th day of April, 1995, by and between HOOSIER MOTOR CLUB, an Indiana corporation ("Club") with its principal offices located in Indianapolis, Indiana, and TERRY GRIMES, residing in Indianapolis, Indiana ("Employee")

WITNESSETH

WHEREAS, the Employee is currently employed on a full-time basis as the senior vice-president finance of the Club; and

WHEREAS, the Club desires to provide retirement and disability security for the Employee;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I

Terms of Agreement

1. If the Employee's employment with the Club is not terminated sooner, the Employee shall retire from the Club upon the first day of the month which follows the Employee's sixty-fifth (65th) birthday; provided, however, the Club and the Employee may mutually elect to defer retirement until the first day of the month on or before the first day of the month on or after his seventieth (70th) birthday, so long as such Employee can satisfactorily perform his duties hereunder. Such actual day of retirement is hereinafter referred to as the Employee's "Retirement Date."

ARTICLE II

Employment

Nothing contained in this Agreement shall give the Employee the right to continue in the employ of the Club as an employee or otherwise. The Board of Directors of the Club retains the right to terminate the employment of the Employee at any time with or without cause. Further, nothing in this Agreement shall affect in any way any benefits which may be payable under any other employee benefit plan or program offered by the Club which covers the Employee.

ARTICLE III

Disability Benefits

If the Employee is in the continuous employment of the Club until he is "Disabled," then the Employee shall be entitled to receive equal monthly payments for the period of time the Employee remains "Disabled," from the first day of the month following the month in which the Employee becomes Disabled until the Employee is no longer Disabled, but no longer than the first day of the month in which the Employee attains age sixty-five (65). Said monthly payments shall be equal to the Schedule A monthly amount, depending on the Employee's age at the time the Disability occurs (hereinafter referred to as "Disability Payments"). The Employee shall be considered Disabled for purposes of this Agreement only if (i) he complies with the rules and regulations of the insurance carrier selected by the Club to insure this benefit, and (ii) is eligible for disability payments under the terms of any such policy as it exists from time to time. If the Employee remains Disabled until attainment of age sixty-five (65), the Employee shall then be

eligible for benefits pursuant to Article IV. All disability determinations shall be in the sole and exclusive discretion of the insurance carrier selected from time to time by the Club.

ARTICLE IV

Retirement Benefits

If the Employee is in the continuous employment of the Club until his Retirement Date, then the Employee shall be entitled to receive monthly retirement payments equal to Nine Thousand Nine Hundred Thirty Dollars and Eighty-Three Cents (\$9,930.83) per month (hereinafter referred to as "Retirement Payments") for up to thirteen (13) years, but such payments shall not exceed a total of One Million Five Hundred Forty-Nine Thousand Two Hundred Ten Dollars (\$1,549,210). Such Retirement Payments shall commence as of his Retirement Date, and shall terminate on the earlier of the date the Employee dies, or the date on which such Retirement Payments total One Million Five Hundred Forty-Nine Thousand Two Hundred Ten Dollars (\$1,549,210).

ARTICLE V

Death Benefits

If the Employee, while still in the employ of the Club, dies prior to the date of his actual Disability or retirement, his wife, Shelley A. Grimes, if she survives him, shall be entitled to a monthly payment of one twelfth of the Schedule B annual amount, based on the year death occurs, so long as she shall live, but not beyond the date on which she shall have received a total of One Hundred and Fifty-Six (156) monthly payments.

If the Employee dies subsequent to his actual retirement, while receiving payments pursuant to Article IV above, his wife, Shelley A. Grimes, if she survives him, shall be entitled

to a monthly payment of Four Thousand Nine Hundred Sixty-Five Dollars and Forty-Two Cents (\$4,965.42) for the next thirteen (13) years, but not beyond the date on which she shall have received a total of Seven Hundred Seventy-Four Thousand Six Hundred Five Dollars (\$774,605) or if earlier, the date on which the amounts received by the Employee pursuant to Article IV and the amounts received by the Employee's wife pursuant to this Article V shall have equaled One Million Five Hundred Forty-Nine Thousand Two Hundred Ten Dollars (\$1,549,210).

If the Employee dies subsequent to becoming Disabled, while receiving payments pursuant to Article III above, his wife, Shelley A. Grimes, if she survives him, shall be entitled to a monthly payment of one twelfth of the Schedule B annual amount, based on the year death occurred, so long as she shall live, but not beyond the date on which she shall have received a total of One Hundred and Fifty-Six (156) monthly payments.

ARTICLE VI

Termination Benefits

If the Employee terminates employment with the Club, before becoming eligible for benefits under Articles III, IV, or V, but after attainment of ten (10) or more years of continuous employment after attainment of age forty (40) with the Club, then the Employee shall be entitled to receive a Vested Percentage of the benefit described in Article IV. In all other events, the Employee's entire interest under this Agreement shall be forfeited. The Vested Percentage shall be determined as follows:

| Complete Years of Continuous Employment After Age 40 | <u>Vested Percentage</u> |
|--|--------------------------|
| 10 | 50% |
| 11 | 55% |

| | |
|-------------|------|
| 12 | 60% |
| 13 | 65% |
| 14 | 70% |
| 15 | 75% |
| 16 | 80% |
| 17 | 85% |
| 18 | 90% |
| 19 | 95% |
| 20 or above | 100% |

For purposes of determining the Vested Percentage, years of continuous employment shall be calculated from the later of the Employee's date of employment or attainment of age forty (40).

Such Termination Payments shall be paid monthly, and shall commence as of the date the Employee attains age sixty-five (65), and shall terminate on the earlier of the date the Employee dies, or the date on which such Termination Payments total the Employee's Vested Percentage times One Million Five Hundred Forty-Nine Thousand Two Hundred Ten Dollars (\$1,549,210).

In the event the Employee dies subsequent to his actual termination with a Vested Percentage of fifty percent (50%) or more, but prior to receiving any Termination Payments, his wife, Shelley A. Grimes, if she survives him, shall be entitled to a monthly payment equal to fifty percent (50%) of the Employee's monthly Termination Payment, as long as she shall live, but not beyond the date on which she shall have received a total of the Employee's Vested Percentage times Seven Hundred Seventy-Four Thousand Six Hundred Five Dollars (\$774,605).

In the event the Employee dies subsequent to his actual termination, and after commencing his Termination Payments, his wife Shelley A. Grimes, if she survives him, shall be entitled to a monthly payment equal to fifty percent (50%) of the Employee's monthly

Termination Payment, as long as she shall live, but not beyond the date on which she shall have received a total of the Employee's Vested Percentage times Seven Hundred Seventy-Four Thousand Six Hundred Five Dollars (\$774,605), or if earlier, the date on which the amounts received by the Employee in Termination Payments, and the amounts received by the Employee's wife pursuant to this Article, shall be equal to the Employee's Vested Percentage times One Million Five Hundred Forty-Nine Thousand Two Hundred Ten Dollars (\$1,549,210).

ARTICLE VII

Non-Competition

The Employee agrees that, during any period while payments are being made under this Agreement, the Employee shall not, either as a principal or as an employee, agent, partner, shareholder, officer or director of a corporation, or other entity, engage in any business which is in competition with any business which is then conducted by the Club. Any benefits otherwise due to the Employee shall be forfeited if the Employee violates this provision.

ARTICLE VIII

Miscellaneous

1. The Club may satisfy its obligation to make payments to the Employee or the Employee's wife, by delivering to the Employee or the Employee's wife, on or after such payments begin, a nontransferable annuity contract which provides annuity payments equal to the payments due hereunder to such Employee or his wife.
2. Notwithstanding anything contained herein to the contrary, in the event any federal or state income tax or employment taxes are payable with respect to any benefits hereunder,

such taxes will be withheld from such benefit payments or from other wages due to the Employee.

3. In the event that the Club shall sell all or substantially all of the assets which are used by the Club in the portion of the Club's business to which the Employee's duties relate, or shall enter into any plan of merger or reorganization under which some other person or persons shall acquire control of the business of the Club to which the Employee's duties principally relate (including, but not limited to, a merger with another motor club or affiliated company of that motor club), then the following provisions shall apply:

(a) Any benefits that are in pay status under this Agreement shall remain payable until fully paid pursuant to this Agreement.

(b) If the Employee has already terminated employment with the Club at such time, with a vested benefit under Article VI, but has not yet received any benefit payments, the Employee's vested benefit under Article VI shall remain payable pursuant to Article VI.

(c) If the Employee is employed by the Club at such time, the Employee's Vested Percentage shall immediately be 100%. All benefits shall otherwise remain payable pursuant to the applicable provisions, treating the Employee as if he retired, became Disabled, or terminated (whichever he qualified for) as of such time.

4. Neither the Employee nor his wife shall have any right to sell, exchange, pledge, hypothecate, give away, or otherwise dispose of the right to receive any payments hereunder, which payments and the right thereto are hereby declared to be nonassignable and nontransferable.

5. Contemporaneously with entering into this Retirement Agreement the Club procured certain policies of insurance on the employee with the expectation that such insurance would enable the Club to satisfy its obligations herein.

6. The rights of the Employee shall be solely those of an unsecured creditor of the Club. Any asset including any policies of insurer which may be acquired by the Club in connection with the obligations of the Club under this Agreement shall not be deemed to be held under any trust for the benefit of the Employee or be considered to be security for the performance of the obligations of the Club. Such assets shall be (insofar as this Agreement is concerned) general, unpledged, unrestricted assets of the Club.

7. The Employee or spouse shall make a claim for the benefits which are provided under this Agreement by delivering a written request to the Club. If the Employee or the spouse (hereinafter referred to as a "Claimant") is denied all or a portion of an expected benefit under this Agreement for any reason, he or she may file a claim with the Club. The Club shall notify the Claimant within 60 days of allowance or denial of the claim, unless the Claimant receives written notice from the Club prior to the end of the sixty (60) day period stating that special circumstances require an extension of the time for decision. The notice of the Club's decision shall be in writing, sent by mail to Claimant's last known address, and, if a denial of the claim, must contain the following information:

- (a) the specific reasons for the denial;
- (b) specific reference to pertinent provisions of the Agreement on which the denial is based; and

(c) if applicable, a description of any additional information or material necessary to perfect the claim, an explanation of why such information or material is necessary, and an explanation of the claims review procedure.

A Claimant is entitled to request a review of any denial of his claim by the Club. The request for review must be submitted in writing within 60 days of mailing of notice of the denial. Absent a request for review within the 60 day period, the claim will be deemed to be conclusively denied. The Claimant or his representative shall be entitled to review all pertinent documents, and to submit issues and comments orally and in writing. The Club shall afford the Claimant a hearing and the opportunity to review all pertinent documents and submit issues and comments orally and in writing and shall render a review decision, together with specific reasons for the decision and reference to the pertinent provisions of the Agreement. Any such decision shall be final and binding on the parties.

Notwithstanding anything contained herein to the contrary, in the event the dispute involves a benefit that is insured, the claim shall be reviewed by the insurance carrier. In such a case, the review and appeals procedure in the policy shall govern.

8. The breach of any duty hereunder shall constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the nonbreaching party of any subsequent breach of the breaching party.

9. The terms of this Agreement shall be construed and regulated by the laws of the United States and, to the extent not superseded, the laws of the State of Indiana.

10. This Agreement contains the entire agreement of the parties hereto and supersedes and replaces any and all prior agreements of a similar character between or among any of the parties hereto. This Agreement may not be changed orally, but only by an Agreement which shall be in writing, and which shall be signed by both the parties hereto. It is agreed that no person shall have any authority to change this agreement on behalf of the Club except by specific authority in writing of the Board of Directors of the Club.

IN WITNESS WHEREOF, each of the parties hereto acknowledges: that such party has carefully read this Agreement; that two copies of this Agreement are hereby being executed by each of the parties hereto; that each of such executed Agreements shall be an original Agreement; that this Agreement is executed on the date first written above; and, that upon such execution, each of the parties hereto shall receive one of such executed originals of this Agreement.

"EMPLOYEE"

Terry R. Grimes
Terry Grimes

6315 W. Ray St.
Street Address

Indpls. IN 46241
City and State

ATTEST:

[Signature]

172591.1

"CLUB"

HOOSIER MOTOR CLUB

By: [Signature]

SCHEDULE A

TERRY GRIMES - HOOSIER MOTOR CLUB

MONTHLY DISABILITY INCOME BENEFIT

| <u>Year in Which Disability Occurs</u> | <u>Monthly Disability Benefit</u> |
|--|---------------------------------------|
| 3/1/95 - 2/29/96 | 3,908 |
| 3/1/96 - 2/28/97 | 4,025 |
| 3/1/97 - 2/28/98 | 4,146 |
| 3/1/98 - 2/28/99 | 4,270 |
| 3/1/99 - 2/29/00 | 4,398 |
| 3/1/00 - 2/28/01 | 4,530 |
| 3/1/01 - 2/28/02 | 4,666 |
| 3/1/02 - 2/28/03 | 4,806 |
| 3/1/03 - 2/29/04 | 4,951 |
| 3/1/04 - 2/28/05 | 5,099 |
| 3/1/05 - 2/28/06 | 5,252 |
| 3/1/06 - 2/28/07 | 5,410 |
| 3/1/07 - 2/29/08 | 5,572 |
| 3/1/08 - 2/28/09 | 5,739 |
| 3/1/09 - 2/28/10 | 5,911 |
| 3/1/10 - 2/28/11 | 6,089 |
| 3/1/11 - 2/29/12 | 6,271 |
| 3/1/12 - 2/28/13 | 6,459 |
| 3/1/13 - 2/28/14 | 6,653 |

A handwritten signature, possibly 'T. Grimes', is enclosed in a circle. Below the signature, the date '4/24/15' is written.

SCHEDULE B

TERRY GRIMES - HOOSIER MOTOR CLUB

DEATH BENEFIT

Year in Which
Death Occurs

Survivor Benefits

| | Annual Benefit | Years Payable | Total Survivor Benefit |
|------------------|-------------------|------------------|------------------------------|
| 3/1/95 - 2/29/96 | 35,000 | 13 | 455,000 |
| 3/1/96 - 2/28/97 | 36,050 | 13 | 468,650 |
| 3/1/97 - 2/28/98 | 37,132 | 13 | 482,710 |
| 3/1/98 - 2/28/99 | 38,245 | 13 | 497,191 |
| 3/1/99 - 2/29/00 | 39,393 | 13 | 512,107 |
| 3/1/00 - 2/28/01 | 40,575 | 13 | 527,470 |
| 3/1/01 - 2/28/02 | 41,792 | 13 | 543,294 |
| 3/1/02 - 2/28/03 | 43,046 | 13 | 559,593 |
| 3/1/03 - 2/29/04 | 44,337 | 13 | 576,380 |
| 3/1/04 - 2/28/05 | 45,667 | 13 | 593,672 |
| 3/1/05 - 2/28/06 | 47,037 | 13 | 611,482 |
| 3/1/06 - 2/28/07 | 48,448 | 13 | 629,826 |
| 3/1/07 - 2/29/08 | 49,902 | 13 | 648,721 |
| 3/1/08 - 2/28/09 | 51,399 | 13 | 668,183 |
| 3/1/09 - 2/28/10 | 52,941 | 13 | 688,228 |
| 3/1/10 - 2/29/11 | 54,529 | 13 | 708,875 |
| 3/1/11 - 2/28/12 | 56,165 | 13 | 730,141 |
| 3/1/12 - 2/28/13 | 57,850 | 13 | 752,045 |
| 3/1/13 - 2/28/14 | 59,385 | 13 | 774,607 |

171653.1

[Handwritten Signature]
4/24/95