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March 11, 1996

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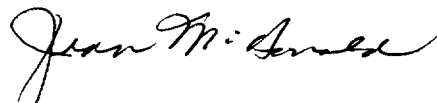
SPD, Pension and Welfare
Benefits Administration
Room N-5644
United States Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

**Re: Filing of Summary Plan Description for Elmer Smith Oil Co., Inc. Employees'
Profit Sharing Plan and Trust ("Plan")**

Ladies and Gentlemen:

Pursuant to Section 104(a)(1)(B) of the Employee Retirement Income Security Act of 1974, as amended, enclosed please find the Summary Plan Description for the Elmer Smith Oil Co., Inc. Employees' Profit Sharing Plan and Trust (Employer ID No. 73-0957873 Plan No. 001). This document has been revised to reflect recent amendments to the Plan. Feel free to contact the undersigned in the event you have any questions.

Very truly yours,



Jean A. McDonald
For the Firm

Enclosure

cc: Martin Smith, w/encl.

paid employees be aggregated with the Highly Compensated Employee and be considered one individual under the Plan. For purposes of this definition "family" means an employee's spouse, lineal ascendants or descendants, and the spouses of such lineal ascendants or descendants. If you need further information concerning whether you are or are not a Highly Compensated Employee or how the family aggregation rules could affect you, contact the Committee or the Consultant.

Hour of Service means any hour for which you are paid or entitled to payment by the Company. An Hour of Service includes any hour for which payment is made due to vacation, sickness, holiday, disability, layoff, jury duty, military duty, leave of absence, or any hour for which back pay is awarded. No more than 501 Hours of Service will be credited to you for any single continuous period during which you do not perform services for the Company.

Hours of Service for each employee are generally determined from the hourly records of the Company. However, if no hourly records are maintained for you, Hours of Service are determined on the basis of months. You are credited with 190 Hours of Service for each month in which you are entitled to be credited with at least one Hour of Service.

GENERAL INFORMATION

This is the Elmer Smith Oil Co., Inc. Employees' Profit Sharing Plan. The Plan's identification number is 001. The Effective Date of this Plan is January 1, 1987. Generally, this Summary Plan Description describes the terms as in effect July 1, 1995.

This Plan is sponsored by Elmer Smith Oil Co., Inc. whose address is Post Office Box 1719, Clinton, Oklahoma 73601. The Company's employer identification number is 73-0957873.

In addition to Elmer Smith Oil Co., Inc., this Plan has been adopted by Domino Transports, Inc., Domino Food and Fuel, Incorporated, Domino Interstate Transports, Incorporated and Domino Equipment Company, Incorporated. The addresses for these companies is the same as that of Elmer Smith Oil Co., Inc. References to "Company" in this Summary Plan Description should be interpreted to mean any of these entities.

Trustees. The Trustee of the Plan is Martin Smith. His address is Post Office Box 1719, Clinton, Oklahoma 73601.

The Committee. The Plan is administered by a Committee appointed by the Company. It consists of one to seven people who may be Participants. Members serve without compensation for their services. As the Plan Administrator, the Committee is responsible for setting the rules for the administration of the Plan. The Committee's official name is the Elmer Smith Oil Co., Inc. Profit Sharing Plan Committee, and its business address is the same as the Company's address. The business telephone number for the Committee is (405) 323-2929.

Consultant. The Committee has delegated to McDonald Robles Meyers, a Professional Corporation, the recordkeeping functions of the Plan. All questions including those related to your account balances, loans, hardship distributions, or distributions of your vested account balances should be made to the Consultant at (405) 843-6000 or 1-800-BY-ERISA.

Service of Legal Process. The Chairman of the Committee, Martin Smith, is designated as the agent to receive service of legal process on behalf of the Committee. Service of legal process may also be made upon any plan trustee or the Committee as Plan Administrator. The Chairman may be served at Highway 183 South, Clinton, Oklahoma 73601.

YOUR RIGHTS UNDER ERISA

Claims Procedure. If you (or in the event of your death, your beneficiary) believe you are not receiving benefits which are due, you should file a written claim with the Committee within 60 days of your knowledge of the denial of the benefits. The Committee will decide whether to grant or deny your claim within 90 days after it is received.

If your claim is denied in whole or in part, you will receive written notice telling you: (a) the specific reasons for the denial; (b) a specific reference to the Plan section based upon which the claim is denied; (c) a description of any additional material or information necessary to complete your claim; and (d) an explanation of the appeals procedure under the Plan.

If you believe your claim was improperly denied, you can appeal the decision within 60 days after your claim is denied by filing a written appeal with the Committee. Your appeal will be reviewed by Employer's Board of Directors ("appeals committee"). Your appeal must specify the benefit you believe has been improperly denied and the actions you believe are necessary to correct the denial. You may request a hearing before the Board of Directors.

You or your representative may review Plan documents related to your claim and may submit written comments for consideration. You will be notified of the decision within 60 days after your appeal. If you request a hearing and it is granted, the decision will be rendered within 90 days of the date you filed your appeal. The decision on appeal by the appeals committee shall be in writing and is final and binding on all persons affected.

Non-Assignability of Benefits. As a general rule, your interest in your accounts may not be sold, used as collateral for loans other than as provided in the Plan, given away or otherwise transferred, except by designation of a beneficiary upon your death. Federal law provides an exception which requires the Committee to recognize court-ordered child support or alimony obligations set forth in a "qualified domestic relations order." This is a court decree or order that obligates you to give a portion of your accounts to your former spouse, child or dependent. The Committee must receive a qualified domestic relations order which conforms with the legal requirements before it will be honored. If the Committee receives such an order and it is determined to conform to the legal requirements, all or a portion of your account balances may be used to satisfy the obligation. If you have any questions as to these type of orders, contact the Committee for assistance.

Statutory Disclosure. Under ERISA, you are entitled to:

- (a) Examine, without charge, at the Committee's office and at other specified locations, such as worksites and union halls, if applicable, all plan documents, including insurance contracts, collective bargaining agreements, if applicable, and copies of all

documents filed with the U.S. Department of Labor, such as annual reports and plan descriptions;

- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Committee. The Committee may make a reasonable charge for the copies;
- (c) Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each Participant with a copy of the summary annual report; and
- (d) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in your interests and that of other Plan participants and beneficiaries.

No one, including your employer, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to appeal any denied claim. See "Claims Procedures."

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee, as Plan Administrator, to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Committee. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

SUMMARY PLAN DESCRIPTION
for

Elmer Smith Oil Co.
Employees' Profit Sharing Plan

July 1, 1995

01/29

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Summary Plan Description of Elmer Smith Oil Co., Inc. Employees' Profit Sharing Plan

INTRODUCTION

To recognize and reward the efforts of its employees, Elmer Smith Oil Co., Inc. ("Company") has amended and restated this Plan. This Plan is for the exclusive benefit of eligible employees and their beneficiaries.

This type of employee pension benefit plan is known as a profit sharing plan. It is designed to provide benefits upon your retirement, total and permanent disability, death or termination of employment. Benefits provided are in addition to your social security benefits. You are not required to make any contributions. However, you can increase your retirement benefits by electing to have some of your compensation contributed to the Plan on a pre-tax basis. This feature is known as a "401(k) Plan."

This Summary Plan Description is a brief description of your rights, obligations and benefits under the Plan. **It is not meant to interpret, extend or change the terms of the Plan in any way. If there is a conflict between this Summary Plan Description and the Plan document, the actual provisions of the Plan document shall control. The terms of the Plan may be altered only by resolution of the Company's Board of Directors. No representations, oral or otherwise, may change the terms of the Plan.** A copy of the Plan is available for you to review during normal working hours in the Personnel Office of the Company. Because Congress frequently changes the laws governing retirement plans, the benefits and rules described in this Summary Plan Description may change.

Certain terms in this Summary Plan Description are capitalized. These terms have a special meaning and are defined either in the "Definitions" section near the end of this Summary Plan Description or in the section where the term is used. If you have any questions regarding the Plan or the explanations provided in this Summary Plan Description, contact the Committee.

Although the Company intends to continue the Plan indefinitely, it reserves the right to amend or terminate the Plan at any time.

ELIGIBILITY AND PARTICIPATION

Eligible Employees. The Plan covers all employees of the Company, except that hourly employees of Domino Food and Fuel, Incorporated are not eligible to participate.

Age and Service Requirement. You are eligible to participate after both attaining age 21 and completing one Year of Service. These are the Age and Service Requirements for the Plan. To determine when you are eligible to participate in the Plan, a Year of Service is the 12-consecutive-month period beginning on the date you were hired. If you complete 1,000 Hours of Service within that period, you will have a Year of Service for eligibility purposes. If you do not complete 1,000 Hours of Service in that period, you must complete 1,000 Hours of Service during a year. The Plan Year is the calendar year.

You are more than 21 and start working on March 15, 1995. The 12-month period to determine your Year of Service for eligibility purposes is March 15, 1995, through March 14, 1996. If you complete 1,000 Hours of Service during such time, your Entry Date is July 1, 1996. Otherwise, you would have to complete 1,000 Hours of Service in the year which includes March 14, 1996, or any subsequent year to be eligible to participate. Thus, if you complete 1,000 Hours of Service during the 1996 Plan Year, your Entry Date would be January 1, 1997.

Example

Entry Date. You will become a Participant in the Plan on January 1st or July 1st (whichever comes first) after you complete the Age and Service Requirements. These dates are called the Entry Dates.

CONTRIBUTIONS

401(k) SALARY REDUCTIONS

Elective Deferrals. A 401(k) is a feature of a defined contribution plan that lets you choose how much of your salary you want to save for retirement. Such contributions are called "Elective Deferrals." You decide how much you want to save. The Company will deposit the amount you designate in the Trust Fund.

By making Elective Deferrals, you will reduce your actual take home pay. However, the net cost to you each pay period is less than the amount you elect to defer because the contribution is made on a pre-tax basis. This means the amount you defer is taken before federal and state income taxes are determined. You do not pay income taxes on this money or on its earnings until you get your distributions. Social Security taxes are determined before your salary is reduced for Elective Deferrals. *You are always entitled to 100% of the balance in your Elective Deferral Account.* The only restriction is that you may not generally take this money until you retire or terminate your job.

You may elect to defer up to 12% of your Compensation in any year. You may also elect to defer all or part of a cash bonus which is payable to you. Your accounts will grow from your contributions, Company contributions, and tax-deferred investment of earnings. To understand how this works, consider the information below:

EXAMPLE OF THREE SAVINGS LEVELS - TAXPAYER IN THE 33% TAX BRACKET

	<u>No Saving in Plan</u>	<u>5% Saving In Plan</u>	<u>7% Saving In Plan</u>	<u>10% Saving In Plan</u>
Salary	38,000	38,000	38,000	38,000
401(k) deferral	0	1,900	2,660	3,800
Taxable salary	38,000	36,100	35,340	34,200
Taxes - 28% fed. 15% state	12,540	11,913	11,662	11,286
Net income	<u>\$25,460</u>	<u>\$24,187</u>	<u>\$23,678</u>	<u>\$22,914</u>
Decrease in net pay		\$1,273	\$1,782	\$2,546

**DIFFERENCES IN ESTIMATED INVESTMENT YIELDS
FOR SAVING PRE-TAX IN PLAN OR AFTER TAX OUTSIDE THE PLAN**

Annual Interest Rate	Elective Deferrals of 5% Pre-tax Savings of \$1,900 ¹			Investment of After-tax Compensation - \$1,273 ²		
	6%	8%	10%	6%	8%	10%
Value after 1 year	\$1,953	1,971	1,990	1,297	1,305	1,313
Value after 5 years	\$11,047	11,634	12,261	7,037	7,281	7,536
Value after 10 years	\$25,948	28,966	32,434	15,637	16,794	18,061
Value after 20 years	\$73,156	93,262	120,233	38,996	45,463	53,292
Net after taxes³	\$49,015	62,485	80,556			
Increased value after taxes						
		@ 6% return	10,019			
		@ 8% return	17,022			
		@ 10% return	27,264			

Although Elective Deferrals are subject to tax upon distribution, there is more money available after taxes because Elective Deferrals accumulate in a tax-deferred trust fund.

The amounts above are based on the following assumptions:

¹ Contributions are made in equal monthly payments during the term indicated.

² Interest is credited monthly at the rates indicated. However, the earnings for after-tax savings have been reduced by 33% to reflect the taxes owed on such earnings when actually earned rather than when distributed.

³ The full amount is assumed to be taxed at 33% at the end of 20 years as if distributed in one lump sum.

As you can see, there is a significant benefit if the amounts invested are taken on a pre-tax basis and allowed to accumulate tax-free until you receive them. The account balances grow much faster than if you invested the same amounts on an after-tax basis.

Restrictions. Federal law limits the maximum dollar amount you may elect to defer each year. The maximum during 1995 is \$9,240. This amount is adjusted annually for cost of living increases. The Committee will inform you of the maximum amount each year. The Committee may restrict the amount of your Elective Deferrals during any year to ensure total contributions on your behalf do not exceed federal limits.

The Plan must comply with federal non discrimination requirements. If you are a Highly Compensated Employee, you may be limited in the amount you are allowed to defer during the year or you may receive a distribution of amounts deferred which may not be retained by the Plan to ensure compliance with these rules. Such distributions are generally made within two and one-half months after the end of the year in which the contributions were made. The Committee will provide you necessary information regarding the tax consequences of these distributions.

Excess Deferrals. If you make contributions to other salary deferral arrangements, your total deferrals to all arrangements generally cannot exceed the maximum. If you discover you have deferred more than the maximum allowed for a year, you must notify the Committee in writing and specify the amount of your Elective Deferrals under this Plan which you consider to be excess deferrals. The notice must be received by the Committee no later than March 1st following the year in which the excess deferrals were made. The Trustee must distribute any excess Elective Deferrals and any income allocated to such amounts, to you by April 15th. Excess deferrals not distributed by such date are included in your taxable income in the year in which the contribution was made and again at the time a distribution is made to you.

Election Period. You may start or change the amount of your deferral as of each January 1 or July 1. The election must be made on forms provided by the Committee. It will be effective on the first pay period beginning on or after these dates and will apply only to future Compensation. Your election will remain in effect until discontinued or modified. You may cease your deferrals during the year, but you may not make another election until the next January 1 or July 1. All elections or changes must be received on a timely basis by the Committee. The Committee will tell you how much advance notice is required.

MATCHING CONTRIBUTIONS

The Company's discretionary contribution is allocated to match Elective Deferrals you make during the year. For every dollar of pay you choose to contribute to the Plan, the Company intends to contribute a dollar. This is the matching contribution. Elective Deferrals in excess of 3% of your compensation are not eligible for matching contributions. Additionally, only Participants employed on the last day of the year and who completed 1,000 Hours of Service during the year are eligible to receive a matching contribution. If you do not make Elective Deferrals during the year you will not receive matching contributions. Matching contribution for Highly Compensated Employees will be reduced if necessary to comply with federal non-discrimination requirements.

If your Compensation is \$20,000 and you elect to defer 5%, your maximum matching contribution would be \$600. Elective Deferrals in excess of \$600 would not be eligible for matching contributions.

Example

Matching contributions are important to you. If you save on your own, your benefit is increased only by earnings. When you save in the Plan, your benefit is increased by matching contributions and earnings. Your retirement benefits grow faster. For example, the following shows the additional retirement benefit provided through matching contributions if you contribute 5% of your pay, or \$1,900 as shown at the Elective Deferral section. Keep in mind that matching contributions only apply to the first 3% of Compensation you defer.

ESTIMATED INVESTMENT YIELDS ON MATCHING CONTRIBUTIONS 33% Tax Bracket			
Annual Interest Rate	Investment of 3% Matching Contribution ¹		
	6%	8%	10%
Value after 1 year	1,140	1,140	1,140
Value after 5 years	6,426	6,688	6,960
Value after 10 years	15,026	16,515	18,169
Value after 20 years	41,936	52,169	65,293
Net after taxes ²	28,097	34,953	43,747

The amounts above are based on the following assumptions:
¹ Matching contributions of \$1,140 are made at the end of each year.
² The full amount is assumed to be taxed at 33% at the end of 20 years as if distributed in one lump sum.

Matching contributions are allocated to your Company Contribution Account and are subject to the vesting schedule described in the "Vesting" section. Matching contribution for Highly Compensated Employees will be reduced if necessary to comply with federal non-discrimination requirements.

QUALIFIED CONTRIBUTIONS

The Company may designate part of its contribution as Qualified Nonelective Contributions and/or Qualified Matching Contributions. These contributions are allocated to non-Highly Compensated Employees eligible to share in the Company contribution as necessary to comply with non-discrimination tests. These contributions are fully vested when made, are subject to the same distribution rules as Elective Deferrals, and are not subject to an election to receive such amounts as compensation. These contributions are credited to a Qualified Employer Contribution Account in your name. The account shares in the earnings and losses of the Trust Fund.

COMPANY CONTRIBUTIONS

The Company intends to make a contribution to the Plan each year. The amount of the contribution is determined by the Board of Directors and may be varied from year to year. The

Company is not required to make a contribution. Contributions may only be made out of the net profits for the year or a previous year.

Participants who have a Year of Service in the year and who are employed on the last day of the year or who retire, become totally and permanently disabled or die during the year are eligible to share in the Company contribution. The Company's contribution is allocated to your Company Contribution Accounts as of the last day of the year. Your Company Contribution Account shares in the earnings and losses of the Trust Fund and is subject to a vesting schedule.

Because the Plan provides for matching of your Elective Deferrals, the contribution is divided among all eligible Participants in multiple steps. First, the matching contribution is allocated. Second, if there is any remaining contribution it is allocated in the same proportion that your Compensation plus "Excess Compensation" bears to the sum of all eligible Participants' Compensation plus Excess Compensation, up to a maximum of 5.7% of such amounts. The term "Excess Compensation" means the amount by which your Compensation exceeds the maximum amount subject to Social Security taxes. It is determined as of the first day of the year and is adjusted annually.

If there is any remaining contribution, it is allocated based on the proportion that your Compensation bears to the total of all eligible Participants' Compensation. There may be additional allocations made if the Plan is Top Heavy. The Company can designate part of the contribution to be allocated only to non-Highly Compensated Employees to satisfy non-discrimination tests. If any such allocations are required, they will be made first.

ROLLOVER CONTRIBUTIONS

The Plan allows direct transfers from other qualified plans. You may also contribute distributions that you receive from other qualified plans. There are restrictions on the type of rollover contributions that will be accepted. Contact the Committee if you are interested in using this feature of the Plan. If the Trustee accepts a direct transfer or a rollover contribution from you, a Rollover Account will be maintained in your name. You are 100% vested in this account. The account shares in the earnings and losses of the Trust Fund. You may withdraw your Rollover Account only at such time as distributions are permitted.

MAXIMUM ADDITIONS

The maximum amount added to your accounts in any year is limited to 25% of your taxable compensation for that year or \$30,000, whichever is less. This maximum amount includes your share of the Company contribution and your Elective Deferrals. Rollover contributions are disregarded. To calculate the maximum amount that may be allocated, all defined contribution plans of the Company are considered together.

YOUR BENEFITS

Your benefits are based **solely** on the balances of your accounts. You are entitled to the full balance of any accounts maintained for you except for the Company Contribution Account. If you retire after you attain age 65, become totally and permanently disabled or die, you are entitled to the full amount credited to your Company Contribution Account. If you terminate for any other reason after you complete a Year of Service, you are entitled to some or all of your Company Contribution Account.

Years of Service	Vested Percentage	Forfeitable Percentage
Less than 1.....	0%	100%
1 but less than 2..	10%	90%
2 but less than 3..	20%	80%
3 but less than 4..	30%	70%
4 but less than 5..	50%	50%
5 but less than 6..	70%	30%
6 but less than 7..	90%	10%
7 or more.....	100%	0%

After you have one Year of Service, you become partially vested in your Company Contribution Account. This means you have a nonforfeitable right to a percentage of what is in your Company Contribution Account if you terminate employment. This percentage is based on your Years of Service with the Company. The percentage of your Company Contribution Account to which you are entitled and the percentage which will be forfeited are shown in the chart above.

A Year of Service is any calendar year during which you are credited with at least 1,000 Hours of Service. You do not receive credit for: (a) Years of Service before the year in which you attain age 18; (b) Years of Service completed prior to a Break in Service before 1987 which would have been disregarded under the rules of the Plan as then in effect; or (c) Years of Service credited due to an authorized leave of absence if you do not resume employment after such leave.

A Break in Service occurs at the end of any year in which you have less than 501 Hours of Service. Usually this happens when you terminate employment, but it could also occur if your normal working hours are reduced. If you would have a Break in Service due to an absence from work because of pregnancy or the birth or adoption of a child, you will be credited with 501 Hours of Service in the year in which the absence begins or the following year solely to prevent a Break in Service.

If you have four Years of Service when you terminate employment and you have \$10,000 in your Company Contribution Account, you will be entitled to \$5,000 which represents a 50% vested percentage. However, if you have seven Years of Service, you will be entitled to all your account balances.

Example

The schedule above is effective for years beginning on or after January 1, 1989. Before this date, the Plan had a different vesting schedule. Each person who was a Participant on the date of the change was credited with the best percentage depending on his Years of Service. Therefore,

Participants were always credited with the greatest vested percentage possible. If you have any questions, contact the Committee.

Determination of Amounts Forfeited. If you terminate employment before you are fully vested in your Company Contribution Account, the forfeitable portion becomes an amount forfeited. Generally, amounts forfeited are allocated to other Participants at the end of the year in which the departed Participant received a complete distribution of his vested account balance. Amounts forfeited are allocated in the same manner as the Company contribution.

DISTRIBUTIONS

WHEN DISTRIBUTIONS ARE MADE

Termination of Employment. If you retire or terminate employment, you are entitled to receive a distribution within 60 days after the end of the year which contains your 65th birthday. If your vested account balance is or has been greater than \$3,500, you have the right to elect an earlier distribution date, but such date must follow a valuation date unless the Committee permits earlier distributions. If your vested account balance is and has been less than \$3,500, an earlier distribution may be made without your consent. To request a distribution, contact the Consultant who will provide you the necessary forms.

Death. If you die before any distribution is made to you, your beneficiary is entitled to receive distributions within 60 days after the end of the year in which you die. If you are married, the Plan requires your spouse to be your named beneficiary, unless your spouse consents in writing to the designation of another beneficiary. See "Beneficiaries."

Disability. If you become permanently and totally disabled, you are entitled to receive a distribution within 60 days after the end of the year in which you become disabled.

In Service Distributions. The Plan permits distributions of your account balances before you terminate employment if you are at least 59½ years old and are fully vested in all your accounts. These distributions are subject to the same rules that apply to all other distributions.

Required Minimum Distributions. Federal law requires you begin receiving distributions no later than April 1st following the year in which you attain age 70½. There is an exception available for certain individuals who were 70½ prior to 1988 and had not retired which allows distributions to be delayed until after their actual retirement date. The Committee or the Consultant can help you determine whether you are eligible for the delayed distribution.

The amount of the minimum distribution is determined based on your vested account balances and your life expectancy or the joint life expectancy for you and a beneficiary. You may

If you terminate employment on May 15, 1996, you would be entitled to a distribution of your vested account balances no later than March 1st of the calendar year after your 65th birthday. You may request an earlier distribution. Unless the Committee has provided for earlier distributions, the earliest distribution date you could request is September 1, 1996.

Example

designate a beneficiary prior to the first required distribution date. Special rules apply in the determination of a joint life expectancy. The Committee or the Consultant can assist you in determining the minimum amount of the distribution required.

These required minimum distributions will be made even if you have not terminated employment. If you are receiving distributions, you may be required to increase the distribution amount to comply with the law. Such minimum distributions will be made without your or your spouse's consent.

HOW DISTRIBUTIONS ARE MADE

Federal law requires your distribution to be in the form of an annuity. *The Committee must comply with this requirement unless it receives a valid waiver from you, and if you are married, from your spouse. All spousal consents must be in writing, must acknowledge the effect of such action and must be witnessed.* The forms for waiving an annuity are available from the Committee or the Consultant.

An annuity provides monthly payments under a contract purchased from an insurance company. It is designed to provide a guaranteed benefit during your lifetime, or if you are married at the time the annuity is purchased, during your and your spouse's lifetime. All annuities are non-transferrable. The amount of the annuity which you would receive depends on certain factors determined when the annuity is purchased, including your vested account balances, the life expectancy of the persons for whom the annuity is purchased and the rates and charges applicable to the annuity. There are two types of annuities, one for distributions beginning before your death called a "Qualified Joint and Survivor Annuity," the other for distributions beginning after your death called a "Qualified Pre-retirement Survivor Annuity."

Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity provides monthly benefits during your lifetime and continues benefits to your spouse after your death. If you are married when the annuity is purchased, the annuity provides benefits until you and your spouse die. If your spouse dies before you, the annuity payments will cease when you die. If you die before your spouse, your spouse will receive 50% of the monthly benefit you received until he or she dies. The annuity benefit for a spouse applies only to the spouse for whom the annuity was purchased. If you are unmarried when the annuity is purchased, the annuity provides benefits during your lifetime only.

About 90 days before the annuity starting date, the Committee will give you a written explanation of the annuity form of payment. The information will describe the terms and conditions of a Qualified Joint and Survivor Annuity, will explain your spouse's rights, and will tell you how you can waive this form of benefit. Your waiver must be in writing on the forms provided by the Committee or the Consultant. If you are married, your spouse's consent must be in writing on such forms. If your spouse does not consent, your waiver will not be valid. You must elect another method of distribution if you and your spouse waive the right to receive an annuity.

Qualified Pre-retirement Survivor Annuity. A Qualified Pre-retirement Survivor Annuity is an annuity available to your surviving spouse if you die before you begin receiving distributions. It provides your surviving spouse the monthly benefit which can be purchased with 50% of your vested account balances. The remaining account balances are paid to the beneficiaries

you designate. The Committee will give you information about this type of annuity when you become a Participant.

You and your spouse may waive a Qualified Pre-retirement Survivor Annuity prior to the time you attain age 35. However, you must reaffirm your waiver at the beginning of the year in which you will attain age 35. Your spouse must consent. Waivers and consents must be in writing on forms provided by the Committee or the Consultant.

Other Types of Distribution. You must choose another type of distribution if you and your spouse waive the annuity form of distribution. It can be a complete or partial distribution of your account balances. It can be in equal installments over a term which does not exceed your life expectancy or the joint life expectancy for you and a designated beneficiary. You can have your account balances transferred directly to the trustee or custodian of an "eligible retirement plan" or IRA as an "eligible rollover distribution." The tax consequences vary depending on your choice. See "Withholding on Distributions." If your vested account balances are and have been less than \$3,500, the Committee may require the distribution be made in one lump sum without your or your spouse's consent.

If you die before receiving your entire benefit, your remaining benefit will be distributed to your beneficiary at least as rapidly as under the method of distribution then in effect. If you die before receiving any distributions or if your surviving spouse who is receiving distributions from the Plan dies, the remaining benefit must be distributed to beneficiaries within five years unless special exceptions apply.

BENEFICIARIES

It is important you designate a beneficiary in case you die prior to receiving all your benefits. Because federal law requires your spouse to be the beneficiary for 50% of your vested account balances, the Committee cannot accept a different beneficiary designation for that portion of your benefit unless your spouse consents on the appropriate forms. You may designate a beneficiary of your choice for the other portion of your benefit without your spouse's consent. If you die and have no surviving spouse or designated beneficiary, your estate will be the beneficiary.

Notify the Committee of a change in your marital status. *If you marry after you execute a beneficiary designation, the designation will be invalid to the extent necessary to allow your spouse to be the beneficiary of 50% of your vested account balances.*

WITHHOLDING AND PENALTIES

Withholding. When you are entitled to a distribution, you have the right to request your account balances be transferred directly to an "eligible retirement plan," which is generally another qualified retirement plan or an individual retirement account. The Trustee will make such direct transfer after you provide appropriate directions on forms available from the Consultant.

"Eligible rollover distributions" which are not transferred directly to an eligible retirement plan are subject to mandatory income tax withholding of 20%. Eligible rollover distributions means all taxable distributions other than minimum distributions required after age 70½, distributions

which are part of a series of substantially equal payments, distributions of after-tax employee contributions, deemed distributions resulting from default on a participant loan, distributions of \$200 or less, or distributions to a beneficiary who is not a spouse. The Consultant will provide you a description of the tax consequences and withholding rules within 30 to 90 days prior to the date you receive the initial distribution.

Penalties. There is a 10% income tax penalty in addition to the income tax on taxable distributions you receive before you attain age 59½, die or become totally and permanently disabled. There are certain exceptions to this penalty. For example, the penalty will not apply if you terminated employment after attaining age 55. The penalty will also not apply if the distribution is part of a series of equal periodic installments paid at least annually during your life expectancy or the combined life expectancy for you and your designated beneficiary.

RETURNING TO THE PLAN

If you terminate employment when you are a Participant or have satisfied the eligibility requirements and then are reemployed by the Company, you will be readmitted to the Plan upon your return. Generally, when you are credited with a Year of Service after your reemployment, your prior service will be included to determine your vested percentage in your new Company Contribution Account.

If you received a distribution and are reemployed before you have five consecutive one year Breaks in Service, you can repay the amount of such distribution and have any amounts previously forfeited fully restored to your account. To have amounts forfeited restored, you must repay the full amount of your distribution before you have five consecutive one year Breaks in Service or within five years of the date you are reemployed, whichever ever comes first. If you have less than 501 Hours of Service during a year after you are reemployed, you will have Breaks in Service and the shorter repayment period may apply. If you do not repay the distribution within the appropriate time, you cannot thereafter repay the amount of the distribution and have amounts previously forfeited restored. If you have five consecutive one year Breaks in Service after you terminate employment, no amounts previously forfeited are restored.

THE TRUST FUND

All contributions are held in a Trust Fund administered by the Trustee. Because no part of the Trust Fund is taxed until a distribution occurs, the Trust Fund will grow faster than a similarly invested fund which is subject to current taxation.

Adjustment and Revaluation of Accounts. Earnings on the Trust Fund are allocated at the end of June and December. All accounts are adjusted at the end of each year to show your contributions and your share of earnings or losses. If there is a special need, the Committee may designate a date at any time during the year for the Trust Fund to be valued. The date on which the accounts are adjusted is called a Valuation Date. Twice each year, you will receive a statement showing the activity in your accounts during the six month period ending each June and December. The statement will list each account's beginning balance, contributions, and investment gains or losses.

Method of Adjustment. The Trustee determines the fair market value of the Trust Fund on each Valuation Date. Earnings and losses of the Trust Fund are allocated to all accounts included in the fund. Any unrealized gains or losses are allocated in the adjustment. The earnings and losses of the Trust Fund are allocated based on the proportion that the "adjusted account balance" bears to the total of all "adjusted account balances." The "adjusted account balance" is determined by taking the account balance as of the prior Valuation Date and decreasing it by the amount of any distributions, withdrawals, transfers or forfeitures. Therefore, distributions do not share in the earnings or losses for the valuation period. After the income or loss adjustment is made for the December 31st Valuation Date, your accounts are credited with the appropriate Company contributions for the year.

LOANS TO PARTICIPANTS

Participants and beneficiaries receiving benefits may obtain loans by filing a written application on the forms provided by the Committee. Loans are made in a nondiscriminatory manner. A loan may be for any purpose.

There are a number of conditions and restrictions. The amount of the loan must be at least \$1,000. Federal law limits the maximum amount of your outstanding loans to the lesser of \$50,000 or one-half of your vested account balances. Loans must be adequately secured. The Committee determines the maximum amount available to you when you apply for a loan. If you are married, your spouse must consent in writing when a loan is made, extended or modified.

The loan bears a reasonable rate of interest determined when it is made. The loan must be repaid in equal quarterly installments. You must consent to payroll withholding of the amount needed for repayments. Generally, the term is no more than five years, but it may be longer if the loan is used to purchase a principal residence. The loan may be prepaid at any time without penalty. The Committee may declare your loan in default under certain circumstances. Amounts in default are treated as distributions and are taxable to you.

A loan is considered an asset of your account. All payments of principal and interest are credited to your loan account. The loan account does not share in the earnings and losses of the Trust Fund. The interest you pay is the **sole** source of earnings attributable to the loan account. The Committee will provide you specific information as to the interest rate on the loan, the repayment schedule, and any special charges you must pay. If you have any questions regarding loans, contact the Committee.

TOP-HEAVY RULES

Generally, federal law considers a plan or group of plans to be "Top-Heavy" if the total accounts of key employees exceed 60% of all accounts. If the Plan is Top-Heavy, the Company must contribute a minimum benefit equal to the highest percentage of Compensation allocated to any key employee up to a maximum of three percent. If you participate in more than one plan, you are entitled to the minimum benefit in only one plan. During the time the Plan is Top-Heavy, the vesting schedule previously described is replaced by the above schedule. When the Plan is no longer

Years of Service	Vested Percentage	Forfeitable Percentage
Less than 2.....	0%	100%
2 but less than 3..	20%	80%
3 but less than 4..	40%	60%
4 but less than 5..	60%	40%
5 but less than 6..	80%	20%
6 or more.....	100%	0%

Top-Heavy, a new Company Contribution Account is established and is subject to the other vesting schedule.

AMENDMENT AND TERMINATION

The Company intends to continue the Plan indefinitely. However, the Company reserves the right to amend or even terminate the Plan at any time. If the Plan is terminated, you will be fully vested in your Company Contribution Account regardless of your Years of Service. The Trust Fund must be used to provide benefits and may not be returned to the Company.

Because your benefits depend solely on the amount in your accounts, federal law does not provide the Plan special insurance under Title IV of the ERISA. Therefore, your benefits are not guaranteed by the Pension Benefit Guaranty Corporation.

DEFINITIONS

Compensation means your W-2 earnings for the year. If you become a Participant during the year, Compensation paid to you before your Entry Date is disregarded. Federal law requires Compensation in excess of \$150,000 to be disregarded. This amount may be adjusted periodically for cost of living increases. The law also requires that certain Highly Compensated Employees, their spouses and children under age 19 be treated as one person for purposes of applying this limitation. If you think you may be affected by this provision, contact the Committee for further details.

Highly Compensated Employee is a term used to identify certain Participants. The term includes a Participant who during the current or prior year is or was: (a) an owner of five percent or more of the Company; (b) receiving compensation from the Company in excess of \$100,000; (c) receiving compensation from the Company in excess of \$66,000 and is a member of the group consisting of the top 20% of employees ranked on the basis of compensation; or (d) receiving compensation from the Company in excess of \$60,000 and has at any time been an officer of the Company. These dollar amounts are effective for 1995 and are adjusted annually for cost of living increases.

Federal law provides guidelines as to how individuals must be included or excluded from the definition of Highly Compensated Employees. The most highly paid officer is always considered a Highly Compensated Employee. The law also requires that certain members of the family of those employees who own five percent or more of the Company or who are among the top ten highest